

BUSINESS ACCOUNT – RELATED TERMS AND CONDITIONS

商業賬戶 – 相關條款及細則

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Bank's General Conditions for Accounts 賬戶一般條款

These Conditions apply, to the extent they are applicable, to all accounts with, and all Services provided by, China Everbright Bank Co., Ltd., Hong Kong Branch (referred to as “we”, “us”, “our” and “ourselves”). **Please read and understand them, particularly Conditions A 9 (Limit of our liability), A 10 (Your indemnity), A 11 (Foreign currency(ies)) and A 12 (Set-off and lien) below.**

此等條款在適當情況下適用於在中國光大銀行股份有限公司香港分行（下稱「本行」）的所有賬戶及由本行提供的所有信貸便利及服務。**請細閱及理解本文，特別是下文A節第9條(本行法律責任的限制)、A節第10條(貴司的彌償保證)、A節第11條(外幣)及A節第12條(抵銷及留置權)。**

“You” and “your” mean our customer.

「貴司」指本行的客戶。

A. General 一般情況

1. Opening an account 開立賬戶

- 1.1 Please complete and sign our application forms and signature cards and, if requested, provide satisfactory references. You agree to provide us with satisfactory proofs of identity, registration, occupation and other documents. We may refuse your application without giving any reason. You will, if requested, place a minimum deposit on opening your account.
請填妥並簽署本行的表格及簽署式樣卡，以及(如被要求)提供令本行滿意的參考證明。貴司同意向本行提供符合本行要求的身分證明、註冊證明、職業證明及其他文件。本行可拒絕貴司的申請而不提供任何理由。貴司(如被要求)將在開立貴司的賬戶時存入最低存款。
- 1.2 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 and any other details relating to you or your accounts registered with us.
貴司確認就貴司所知及所信，在任何時間向本行提供的資料為真實及準確的。貴司已向本行登記的資料如有更改，將立即通知本行。

2. Application for a service 申請服務

- 2.1 Before you can access a service, please complete and sign our application form.
貴司在使用服務前必須填妥及簽署本行的申請表格。
- 2.2 You may be required to pre-register with us the account(s) which may be accessed on a service, and the accounts (yours or a third party's) to which funds may be transferred.
貴司或須就可能使用本行服務的賬戶，及用作轉入賬款的賬戶(貴司的或第三方的)，向本行預先登記。
- 2.3 You must provide us with true, correct and complete information.
貴司需提供真實、正確和完整的資料予本行。

3. Your instructions 貴司的指令

- 3.1 You or any authorised person will give instructions to us in writing. We may at our discretion and without liability act on an oral instruction and, subject to any applicable law, you consent to us recording the instruction given by you or any authorised person. All recordings made as mentioned above, shall, as against you, be deemed to be conclusive evidence in any proceeding. We reserve the right to destroy those recordings after such period of time as permitted by applicable law.
貴司或任何獲授權人將以書面形式向本行作出指示。本行可酌情但無責任按貴司的口頭指示行事，而受制於任何相關法例允許的情況下，貴司同意本行錄下貴司或任何獲授權人所給予的指示。如上所述，所有錄音應視為口頭指示的確鑿證據，而貴司明白本行可在任何法律程序中依賴任何此類錄音作為證據。本行保留於有關法例允許的時間後銷毀該錄音的權利。
- 3.2 You may change your authorised signatories or signing arrangement after giving us such notice and complying with such requirements and/or procedures as we prescribe from time to time. If one account uses the authorised signatories and signing arrangement of another account, changing the authorised signatories and signing arrangement of either account will not affect those of the other account.
貴司可以在給予本行所規定通知及遵守本行所不時規定的要求及 / 或程序後更改貴司的獲授權簽字人或簽署安排。假

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如一個賬戶使用另一個賬戶的獲授權簽字人及簽署安排，更改兩賬戶其中一個賬戶的獲授權簽字人及簽署安排，將不會影響另一賬戶的獲授權簽字人及簽署安排。

- 3.3 We need not act on a written instruction unless it is signed in accordance with your mandate and specimen signature(s) with us. 除非書面指示是按照貴司給予本行的委託書及簽署式樣簽署，否則本行無需按該指示行事。
- 3.4 A change in your mandate or specimen signature is only effective after a reasonable time after we have received actual notice of the change in form and substance to our satisfaction. Unless otherwise instructed by you, we are authorised to honour any instruction dated prior to a change in such mandate or specimen signature taking effect. 貴司對委託書或簽署式樣的更改只在本行收到以本行滿意的方式作出的實際更改通知之後的一段合理時間後方可生效。除非貴司另有指示，本行獲授權執行任何指示，即使該指示的日期早於更改簽署式樣生效日期。
- 3.5 Your instructions, as understood and acted on by us, are binding on you. We are not responsible to verify the identity or authority of the person giving any instruction or the authenticity of any instruction. We may at our discretion require evidence of identity from any person. 本行所理解並執行的貴司的指示對貴司有約束力。本行不負有核實發出任何指示的人士之身分或權限或任何指示之真實性的責任。本行可酌情要求任何人士提出身分證明。
- 3.6 We may regard your instructions as received by us (including by our computer or message recording system) as being what you intended to send. We may regard your instruction which duplicates another instruction as a separate instruction, unless we have actual knowledge that it is a duplicate. 本行可將所收到的貴司的指示(包括透過本行電腦或訊息記錄系統收到的指示)視為貴司有意發出的指示。本行可將貴司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一重複的指示。
- 3.7 In general, an instruction once given and accepted cannot be altered or cancelled, except in respect of a securities transaction which has not yet been effected. 一般而言，當指示一經作出並獲接納，則不得更改或取消，但未執行的證券交易的指示除外。
- 3.8 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. 本行不需按本行認為不可行或不合理的指示行事。本行可以拒絕按貴司的指示行事，而不須提供任何原因及不承擔任何法律責任。
- 3.9 If an instruction is received outside our business hours for relevant transactions, your account may be debited on the same day, but the instruction may not be processed until our next banking day. 假如指示是在本行就相關交易的營業時間以外接獲，貴司的賬戶可能在同一日被扣除款項，但該指示可能直至本行下一個銀行營業日方獲處理。
- 3.10 An instruction may be partially executed if it cannot be fully executed. An instruction or a part of an instruction not executed by the day's close of business (or, if earlier, closing of trading) will lapse, unless otherwise agreed. 如指示未能全面執行，可能會部分執行。除另行議定外，指示或部分指示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。
- 3.11 If a chop / seal is used as signature by you, you will bear the risk of the chop / seal being used by any unauthorised person or for unauthorised purposes. Unless due to our gross 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 unauthorised person or for unauthorised purposes. In the event of loss of a chop / seal used for operating an account, you must immediately notify us of the loss in writing. We will not be responsible for any payment made before actual receipt of such written notice. 若貴司使用印章/鋼印簽署，貴司將承擔印章/鋼印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、高級人員或僱員的嚴重疏忽或故意違約，本行不就貴司因印章/鋼印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貴司承擔任何責任。當貴司用於賬戶運作的印章/鋼印遺失時，貴司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所作出的任何支付承擔任何法律責任。
- 3.12 We shall be entitled (but not bound) to accept as genuine and act upon any instruction believed by us in good faith to have been given by you or such person or persons authorised by you. We shall not be under any obligation to enquire into the genuineness of the impression of a chop / seal. 對於本行善意認為是由貴司或獲貴司授權人士作出的任何指示，本行有權(但無責任)認為其為真實而接受並依其行事。本行無探究印章/鋼印印象之真實性的義務。
- 3.13 You must ensure that your account has sufficient funds for the purposes of giving instructions to us. 貴司必須確保貴司的賬戶有足夠的資金用於向本行發出指示。

4. Deposits 存款

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- 4.1 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 the minimum 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.
本行可能要求貴司的賬戶在本行所決定的一段時期內維持最低的結餘。低於最低結餘的存款可能不計算利息，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。
- 4.2 Deposits not made in cleared funds 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.
並非以已結算款項作出的存款，不可提取或使用，且在本行無條件地收到相應款項前存款並不生效。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，對在託收或其他過程中的任何損失或毀壞，或因任何沒有或延遲提示某項目而導致的任何損失，本行概不負責。
- 4.3 Items drawn on overseas drawees may be given immediate value 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取的項目賦予即時價值，但貴司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)。以海外項目提供資金的存款，在存款後不可即時提取，而須在本行決定的一段時期後方可提取。
- 4.4 Cheques drawn on financial institutions located outside Hong Kong will only be accepted for deposit at our discretion.
由香港境外的金融機構付款的支票，只會按本行酌情選擇接受存入。
- 4.5 Cheques drawn on a bank in Hong Kong deposited on a day where there is inter-bank clearing and settlement of funds in Hong Kong for collection before the cut-off time will usually be cleared at about 4 p.m. on our next banking day. For cheques deposited on a Friday, the time will be 4 p.m. on our first banking day in the following week. The relevant funds collected may not be used or withdrawn pending clearance.
香港銀行付款之港元支票，若在香港銀行同業進行結算及交收服務日於截收支票時限前存入者，一般可於下一銀行營業日約下午四時確定是否已收妥；若星期五存入者，一般可於下星期首個銀行營業日的下午四時確定是否收妥。相關款項在本行收妥前不可使用或提取。
- 4.6 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.
本行可就因某項目沒有付款(包括就該項目作出的任何提取)而引起的任何損失向貴司追討。本行可扣除任何貸方記錄並徵收費用。本行可以將未付款的項目寄回貴司，風險由貴司承擔。
- 4.7 Deposits in foreign currency notes are at our discretion and subject to charges.
外幣現鈔存款由本行酌情處理，並須支付費用。
- 4.8 We will use our reasonable endeavours to process all cheques and other instruments presented by you within a reasonable period of time. If, however, the cheques and instruments are deposited after our daily cut-off time, they may not be processed until the following banking day.
本行將盡合理努力在合理的時間內處理所有支票和其他文據。但如果支票和其他文據在本行每日截止時間之後存放，則可能直至本行下一個銀行營業日方獲處理。
- 4.9 We will give you details in writing of any cheque deposited into an account which is dishonoured as soon as practicable.
本行將在切實可行的情況下儘快以書面形式向貴司提供任何支票存入賬戶但不兌現的詳情。

5. Withdrawals / funds transfers 提款/款項轉賬

- 5.1 Funds in your account are only payable at the branch at which the account is opened. Only cleared funds may be withdrawn.
貴司賬戶款項僅可在賬戶開立的分行獲支付。只有已結算款項作出的存款才能被提款。
- 5.2 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 banking 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. We may from time to time vary the daily cut-off time without notice or responsibility to you.
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貴司的賬戶扣除，但轉賬指示將於下一個銀行營業日處理。是否按同日價值付款須受制於轉賬目的地適用的截數時間。轉賬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。本行可不時改變每日截數時間，並不須向貴司提供通知或負責。

- 5.3 We need not make any payment from your account if there are insufficient available funds for full payment. If a transfer is made without sufficient available funds, you will repay to us on demand the resulting debit together with interest thereon at the rate determined by us.
如果貴司賬戶中可用的存款不足以支付全部款項，本行不須從貴司賬戶作出任何付款。如轉賬在賬戶存款不足情況下進行，貴司將在本行提出要求時，向本行償還其導致的借方結餘連同利息，利率由本行決定。
- 5.4 A withdrawal by a withdrawal instruction, purporting to be signed by you, or any authorised person, is deemed to be made by you. 一項看似由貴司或獲授權人簽署的提款指示所作出的提款視作由貴司提取。
- 5.5 Funds will be remitted to a foreign place in the particular currency as instructed by you. Another currency conversion may take place at the payment destination according to the practice of our correspondent or the beneficiary's bank. A draft or cashier's order may be drawn on another city by reason of our operational requirements. The holder of the draft or cashier's order is responsible for due presentment and protest. Charges will be deducted before payment to the beneficiary. You remain responsible for all charges of our correspondents, agents and ourselves. All charges paid are not refundable. We and our correspondents and agents owe no duty to the beneficiary and any nominated order party.
款項將採用貴司所指示的特定貨幣匯往外地。其他貨幣的兌換可根據本行的往來銀行或受益人銀行的慣例在付款的目的地進行。因本行的營運需要可發出在另一個城市付款的匯票或本票。匯票或本票的持有人須對到期提示及遭拒付負責。在付款予受益人前將先扣除一切費用。貴司仍須負責本行的往來銀行、代理行及本行的一切費用。所有已支付的費用均不可退還。本行及本行的往來銀行及代理行對受益人及任何被指定的收款人均無任何責任。
- 5.6 Payment of a draft or cashier's order may be refused if it has in any way been altered or mutilated.
如匯票或本票曾以任何方式被更改或破損，可被拒付款。
- 5.7 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. A refund may only be made after our correspondent has confirmed that the payment instruction has been effectively cancelled. A refund may be made in Hong Kong dollars at our buying rate for the payment currency if the payment currency is not Hong Kong dollars, less all charges.
停止或更改支付或退款的要求只會在出示令本行滿意的身分證明及授權文件包括損失證明(如適用)及作出令本行滿意的彌償保證後才作處理。如不能停止或更改付款，本行無須負責。本行已獲得往來銀行確認付款指示已被有效地取消後，方可作出退款。如付款貨幣並非港元，退款可按本行買入該付款貨幣的匯率折算，並在扣除一切費用後以港元支付。
- 5.8 We may at our discretion repay the credit balance in your account together with interest in the currency of your account or in Hong Kong dollars or both. We may make payment by telegraphic transfer or by a draft drawn on a bank in the country of the currency. 本行可酌情以貴司賬戶的貨幣或港元或兩者付還貸記結餘連同利息到貴司賬戶。本行可以以電匯或以該種貨幣之國家的銀行兌現的匯票以作支付。
- 5.9 You agree to accept all consequences arising from your own failure to give complete and accurate particulars of your identity including the loss of right for refund and that we shall not be accountable to you for refund if your identity cannot be verified to our satisfaction. We will not be liable for any loss caused by any incorrect or incomplete information provided by you.
貴司同意，倘若貴司遺漏給予貴司身分的完整及準確詳細資料，貴司須自負所有後果，其中包括喪失獲得退還匯款權利以及當貴司未能使本行滿意貴司的身分已得到確證時，本行將不負責退還匯款。對於由貴司所提供的不正確或不完整資料引起的任何損失，本行概不負上法律責任。
- 5.10 If the outward remittance cannot be processed with the details provided by you, we reserve the right not to accept an application for the outward remittance at our sole discretion.
如果根據貴司提供的資料詳情無法處理匯出款項，本行保留權利，按本行的獨有酌情權不接納匯出匯款的申請。
- 5.11 We may send any message relative to the telegraphic transfer in explicit language, code or cipher and at your sole risk. Acting reasonably, we shall not be liable for any delay, misunderstanding, misinterpretation, errors, neglect or default which may occur in the transmission of the message or otherwise.
有關電匯的任何電文，本行可用明確之語言、代碼或密碼發出，所涉風險須由貴司獨自承擔。在本行合理行事的情況下，對該電文或其他文件之傳達倘若發生任何延誤、誤會、誤解、錯誤、疏忽或違約事件，本行概不負上法律責任。
- 5.12 If there are insufficient funds in your account to settle a foreign exchange transaction ("Transaction"), we may at our discretion at any later time apply the full amount of the currency bought by you to purchase the currency ("Currency X") payable by you at our spot rate for selling Currency X at the time of such application. If the amount of Currency X so purchased is less than the amount payable by you under Transaction, you will on demand pay to us the shortfall. We are not liable for any loss suffered resulting directly or indirectly from any instructions not carried out by us due to insufficient funds in your account. Notwithstanding such shortage of funds, we may at our sole discretion carry out any instructions without prior approval from or notice to you, and you are fully responsible for any resulting overdraft, advance or debit.
如貴司的賬戶並無足夠存款支付外幣兌換交易(「交易」)，本行可以選擇於任何較後時間運用將貴司所買入貨幣的全部金額購買貴司應支付的貨幣(「貨幣 X」)，按在上述運用之時本行出售貨幣 X 的現貨匯率購買。若所買入的貨幣 X 金額少於貴司根據該交易應支付的金額，貴司將在本行提出要求時，向本行支付不足之數。本行對任何因貴司的賬戶存款

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不足而不執行任何指示所產生的一切直接或間接損失概不負上法律責任。儘管賬戶存款不足，本行可按本行的獨有酌情權，執行任何指示，不須貴司事先同意或事先通知貴司，而貴司必須為所引致的任何透支、預支、扣支全面負責。

- 5.13 Any rate or other quotation provided by us 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 fees and expenses.
除非另有明確聲明，本行所提供的任何利率或其他報價僅作指示用途，並可在沒有通知的情況下更改，直至本行已確認接受貴司的出價為止。除非另有明確聲明，貴司應付的價格不包括(而貴司將額外支付)適用的費用及開支。
- 5.14 We are entitled to effect any payment, and require you to effect any payment, in any currency as we may prescribe. Where a conversion of one currency into another currency is required, such conversion shall be effected at the rate determined by us to be prevailing in the relevant exchange market at the relevant time, such determination to be conclusive and binding on you. Acting reasonably, we are not liable for any exchange rate losses resulting from any such foreign exchange transactions and dealings.
本行有權以本行所規定的任何貨幣實行任何付款及要求貴司實行任何付款。當有需要將一種貨幣兌換成另一種貨幣時，該兌換將按本行所決定為於相關時間在相關兌換市場通行的兌換率進行，該決定將具決定性並對貴司具約束力。在本行合理行事的情況下，本行對任何上述外匯交易及買賣引致的任何兌換率損失概不負上法律責任。
- 5.15 It is your responsibility to determine independently market prices and rates, to verify any information and/or report before replying or acting on it and to seek independent professional advice on legal, tax and other issues in connection with information we provide, these Conditions, and any transactions and dealings.
貴司有責任確定獨立市場價格和利率、在回應任何資料及/或報告或按其行事之前核實該資料及/或報告，並且就與本行提供的任何資料、此等條款及任何交易和買賣有關的法律、稅務及其他事項尋求獨立的專業意見。
- 5.16 You hereby declare that all payments and transfer of funds will not be related to any terrorist and/or money laundering 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 hereby agree and authorise 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, agency and receiving financial institutions for identifying, reporting and investigating suspicious transactions.
貴司在此聲明所有款項的支付和轉賬都將不涉及任何恐怖主義和/或洗黑錢活動。為符合打擊洗黑錢和恐怖分子資金籌集活動的相關監管和國際條例要求以及其他法律及法規的要求，貴司在此同意並授權本行披露貴司款項支付和轉賬之資訊及詳情。貴司理解此類資訊將供執法機構、金融情報機構、代理及接收金融機構以鑒定、報告及調查可疑交易。

6. Closure of account 賬戶終止

- 6.1 Having complied with our requirements and paid all our fees, and provided that there are no outstanding transactions and obligations, you may close your account or terminate a service at any time by giving at least 30 days' prior written notice to us. A shorter notice period may be accepted at our discretion. Termination of a service will not by itself close your account with us. 當貴司遵守本行的規定及向本行支付所有費用且沒有未結清交易或義務時，貴司可經給予本行最少 30 天事先書面通知後隨時關閉貴司的賬戶或終止某項服務。本行可酌情決定接受較短的通知期。終止某項服務不會自行終止貴司在本行的賬戶。
- 6.2 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 Bank suspects or determines in good faith that the account is being used for illegal activities. 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's order for the relevant amount (less our charges) at your risk and cost.
本行可於任何時間給予貴司 30 天事先通知結束貴司的賬戶或終止某項服務而無須給予任何理由。該通知可在特殊情況下(例如，本行真誠地懷疑或斷定該賬戶正在被使用於非法活動)即時生效。本行可以持有貴司賬戶的任何貸方結餘以待貴司領取，把有關金額(扣減本行收費)貸記於貴司其他的賬戶，或就有關金額向貴司寄出本票(扣減本行收費)藉以解除本行的一切責任，有關之風險及費用由貴司承擔。
- 6.3 In the absence of written instructions to the contrary, if an account is maintained in joint names, each account holder shall be entitled to operate and authorise closure of the account individually and independently from the other(s); if, prior to acting on instructions received from one such account holder, we receive contradictory instructions from another such account holder, we shall act thereafter only on the instructions of all of you.
在沒有相反的書面指示的情況下，如果賬戶以聯名名義維持，每位賬戶持有人都有權單獨和獨立於其他人操作和授權結算賬戶；如果本行在根據從其中一位賬戶持有人收到的指示行事之前，收到另一位賬戶持有人的矛盾指示，本行之後只會按照所有賬戶持有人的指示行事。
- 6.4 Termination of an account or service will not affect accrued rights and obligations. We remain authorised to settle any transaction entered into before termination. Conditions A 7 (Interest / payment), A9 (Limit of our liability), A10 (Your indemnity), A12 (Set-off and lien), A15 (Information) and A16 (Evidence) will survive termination.

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終止賬戶或服務不會影響累算權利及責任。本行繼續獲授權結清在服務終止前已訂立的任何交易。A 節第 7 條(利息/付款)、A 節第 9 條(本行法律責任的限制)、A 節第 10 條(貴司的彌償保證)、A 節第 12 條(抵銷及留置權)、A 節第 15 條(資料)及 A 節第 16 條(證據)在賬戶或服務終止後將仍然有效。

7. Interest / payment 利息/付款

- 7.1 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.
貴司一切欠款和/或應付款由到期應付日期或墊付日期至實際還款日期(判決之前及之後)應累計利息,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。
- 7.2 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.
貴司將在本行提出要求時向本行償還貴司全部或部分欠款和/或應付款(不論到期與否),連同利息。
- 7.3 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.
貴司支付本行的款項應沒有任何抵銷、反索償或條件,並無一切現存及將有的稅項、預扣或扣除。倘若法律強令貴司作出任何預扣或扣除,貴司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。貴司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。因貴司未能扣除或預扣或由於逾期未付款而增加支付款項,而造成本行的任何損失及支出,貴司應對本行作出彌償。
- 7.4 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.
由貴司不時與本行之間任何協議之下的任何金額逾期付款至金額被支付,貴司必須按本行要求以逾期金額的違約率支付利息。
- 7.5 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 to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on you. 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.
貴司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,其對貴司的債務構成的解除,僅以收到款項後,本行用該款項,以本行所確定的在相關時間於相關外匯市場普遍適用的利率為依據,可以購入的貴司債務貨幣的淨額為限,該等確定利率的決定為具決定性的且對貴司有約束力。儘管有任何判決,貴司需就其使用另一種貨幣的結算所產生的任何損失及合理支出,對本行作出彌償,此賠償為一項獨立的責任。
- 7.6 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 deem 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輕貴司的債務,或記入於一個單獨賬戶或暫記賬戶以保留本行認為合適的條款和期限證明貴司全部債務的權利。
- 7.7 We may, where necessary, convert one currency into another at our applicable exchange rate as determined by us.
如有必要,本行可將一種貨幣以本行決定的適用匯率兌換成另一種貨幣。

8. Statements of account 賬戶結單

- 8.1 For some types of accounts, we will send you a statement of your account at regular intervals or at such intervals as determined by us. We may issue interim statements. No statement will be sent for a period when there is no transaction in your account. Please advise us immediately if you have not received your statement within 14 days of the day when your statement is scheduled to have been sent out by us.
就某些種類的賬戶而言,本行會定期或於本行規定期限寄出貴司賬戶的結單。本行可發出中期結單。在貴司賬戶中沒有交易的期間,本行不會寄出結單。如果貴司在預期本行發出結單之日起 14 天內未收到結單,請立即通知本行。
- 8.2 You agree to examine each statement of your account carefully on receipt. If you discover any error, discrepancy, claim or unauthorised debit, you will notify us as soon as reasonably practicable and, in any event, within 90 days of receipt of the statement. 貴司同意於每次收到貴司的結單時將仔細查看。如貴司發現任何錯誤、差異、索償或未經授權的借項時,貴司將在合理

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切實可行情況下儘快通知本行，及無論在任何情況下，均應在收到結單的 90 天內通知本行。

8.3 If you fail to advise us as required by Conditions A8.1 or A8.2, all entries in the statement are conclusive and binding on you. However, you are not responsible for unauthorised transactions arising from (a) forgery or fraud of a third party in relation to which we have failed to exercise reasonable care or (b) forgery, fraud, default or negligence of our employees or agents.
若貴司沒有按 A 節第 8.1 或 8.2 條的規定通知本行，則所有結單中的記項均為具決定性的，並對貴司有約束力。然而，貴司將不須對(a)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而引起的，或(b)本行僱員或代理人作出的偽冒、詐騙或疏忽而引起的未經授權交易負責。

8.4 We may correct any entry in a statement caused by our error or omission.
本行可對結單中因本行的錯誤或遺漏所引致的任何記項作出更正。

8.5 Unless otherwise agreed by us in writing, no passbook will be issued by us in relation to any account you maintain with us.
除非與本行以書面形式另有約定，貴司於本行開立的任何賬戶將不提供存摺。

9. **Limit of our liability 本行法律責任的限制**

9.1 Unless caused directly by willful misconduct of us or any of our directors, officers, or employees, we will not be liable for:
除非由於本行或本行之僱員蓄意的不當行為引起，否則本行不對以下各項負責：

- (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;
使用賬戶或服務時的任何延遲、干擾或無法使用，或及時執行未能及時發送本行的指令；
- (c) any unauthorised 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 unauthorised access to a service or information;
任何由本行、本行往來銀行或代理行透過互聯網、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，或任何未經授權使用的服務或資料；
- (d) any malfunctioning, power failure, breakdown, abnormal operating conditions or failure of a service, computer, system, equipment, installment, software or communications facilities beyond our reasonable control; or
一項服務、電腦、系統、設備、安裝、軟件或通訊設施的任何失靈、電源失敗、故障、異常運行狀況或失敗超越了本行合理的控制範圍；或
- (e) any computer virus or similar problems in connection with a service.
與一項服務有關的任何電腦病毒或類似問題。

9.2 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. To the greatest extent permitted by applicable law, 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.
本行對任何往來銀行或代理行或任何政府或第三方或任何非本行所能控制的情況下的任何行為或遺漏所導致的任何損失，概不負上法律責任。在適用法律最大程度的允許範圍內，如果本行有關辦事處或任何有關往來銀行或代理行被阻止而不能向或為貴司支付款項，本行無義務向貴司作出解釋。

9.3 We are in any event not liable for any indirect, special, incidental or consequential damages arising from the use of or inability to use a service.
在任何情況下，本行無須就因使用或不能使用一項服務所引起的任何間接、特別、附帶或相應而生的損害賠償負上法律責任。

9.4 Any information provided by us is for your reference only. Unless 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. Any price, rate or other quotation provided is only indicative, and is not binding unless we subsequently confirm the price, rate or quotation in writing. Unless expressly stated, the prices payable by you do not include, and you will in addition pay, any applicable taxes, duties, levies, reasonable fees and expenses.
本行所提供的任何資料只供貴司參考。除另有說明者外，該資料並非一項要約。本行對其準確性、完整性或及時性，或就該等資料所作的任何決定並不負責。除非本行以書面形式確認價格、利率或報價，否則所提供的任何價格、利率或其他報價僅作參考。除另有說明者外，貴司應付的價格並不包括(而貴司將額外支付)任何適用的稅項、稅費、交易徵費、合理費用及開支。

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- 9.5 If we are found to be liable for any damages, our liability will be limited to the amount of the relevant transaction or, if less, your direct damages.
如本行被斷定為須對任何損害賠償負上法律責任，本行的法律責任不應超過有關交易的金額，或只限於貴司的直接損害賠償的款額，以較少者為準。
- 9.6 We are not liable for the act or omission of any third party including any goods or service provided by them. We may at your cost perform a service through a third party (and, if we do so, we will use reasonable efforts to appoint a reputable third party) and delegate our powers to a third party. We cannot be responsible to recover a payment you have made to another person, or to resolve a dispute between you and that person.
本行無須對任何第三方的行為或遺漏，包括其提供的任何產品或服務負上法律責任。本行可透過第三方履行一項服務(而如本行這樣做，本行將盡合理努力委任有信譽的第三方)及轉授本行的權力予該第三方，費用由貴司承擔。本行不能負責追討貴司向另一人士作出的付款，或調解貴司與該名人士之間的爭議。
- 9.7 We are not liable for any expenses, losses or damage suffered by or occasioned to you by reason of any flood, storm, fire, strike, riot, civil commotion, natural disaster, act of God, emergency, war (whether declared or not) or other events beyond our control.
貴司因任何洪水、暴風雨、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)或其他越本行控制的事件而遭受或產生的任何費用、損失或損害，本行無須負上法律責任。
- 9.8 We are not liable if we fail to act upon any items or other instructions which are not signed using signatures conforming to those in the mandate and/or such other documents for the time being in effect in respect of any of your accounts.
如本行不履行任何項目或其他指令行事，而該項目或指令所使用的簽署並不符合，就貴司任何賬戶而言，在當時生效的授權書及/或其他文件中的簽署，本行無須負上法律責任。
- 9.9 We are not liable for our inability to execute any instruction due to prevailing market conditions, or the manner or timing of the execution of any instruction by reason of any cause beyond our control.
因市場當時情況而引致本行不能履行任何指示，或非本行能控制的任何原因而引致任何指示的履行方式或時間，本行無須負上法律責任。
- 9.10 The above limits of our liability do not apply if (a) a law prohibits us from excluding or limiting our liability; or (b) we have acted with negligence or are guilty of willful misconduct.
如果(a)法律禁止本行排除或限制本行的責任；或(b)本行是疏忽或犯有故意的不當行為，上述法律責任的限制將不適用。
- 9.11 We do not need to verify the validity or genuineness of any document and instruments which we reasonably believe to be genuine.
本行無須核證本行合理地相信是真確的任何文件及文書的有效性或真確性。
- 9.12 Conditions A9 (*Limit of our liability*) and A10 (*Your indemnity*) apply to the extent permitted by applicable law. For example, in a case where the Control of Exemption Clauses Ordinance (Chapter 71 of the Laws of Hong Kong) applies, Conditions A9 (*Limit of our liability*) and A10 (*Your indemnity*) will apply only in so far as they satisfy the requirement of reasonableness within the meaning of that Ordinance.
第A9條(本行的責任範圍)及第A10條(貴司的彌償保證)在適用法律所容許的範圍內適用。舉例而言，如《管制免責條款條例》(香港法例第71章)適用，第A9條(本行的責任範圍)及第A10條(貴司的彌償保證)只在符合該條例的合理標準的範圍內適用。

10. Your indemnity 貴司的彌償保證

- 10.1 You will indemnify us on demand against any claim, liability, damage or loss, or reasonable expense arising from any act or omission on our part which is within these Conditions or reasonable and in connection with your instructions, your account or the provision of a service to you. You shall pay us all reasonable expenses (including legal fees and any interest, commission, and payment) incurred in the exercise or enforcement of our rights including recovering any sum owing from you.
貴司須於本行要求時，就因此等條款中所規定的或是合理的並且與貴司的指示、貴司的賬戶或向貴司提供服務有關的本行的任何行為或遺漏而導致的任何申索、法律責任、損害或損失，或合理開支。貴司須向本行支付就行使或執行本行權利，包括追討貴司對本行的任何欠款時而合理招致的所有合理開支(包括法律費用及任何利息、手續費和款項)。
- 10.2 You will indemnify us on demand against any claim, liability, damage or loss, or reasonable expense arising from any breach by you of these Conditions or the terms of a transaction, or any tax or other levy in connection with your account or a service.
貴司將於本行要求時，就貴司違反此等條款或一項交易的條款或有關貴司的賬戶或一項服務的任何稅項或其他徵費所引致的任何申索、法律責任或損失或合理開支，對本行作出彌償。
- 10.3 Condition A10 (*Your indemnity*) shall continue to have effect notwithstanding the termination of the account and/or the Services.
儘管已終止賬戶和/或服務，第A10條(貴司的彌償保證)仍將繼續有效。
- 10.4 We may employ third party agencies to collect overdue sums from you.
本行可僱用第三方代理人向貴司追討逾期款項。

In the case of any discrepancy between English and Chinese version, the English version shall prevail. 如有差異，以英文版為準

11. Foreign currency(ies) 外幣

- 11.1 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. In particular, RMB is subject to exchange rate risk and is currently not freely convertible. Fluctuations in the exchange rates may provide both opportunities and risks and could also adversely impact the amount of interest earned (if any) on your RMB account(s) opened with us. Provision of RMB conversion and other services through or by banks in Hong Kong is subject to the relevant regulatory and other policy requirements and restrictions applicable to RMB related activities and services (as may be changed from time to time).
外幣匯率會波動。貴司將外幣兌換港元時可能會虧損，反之亦然。因此貴司應根據貴司的投資目標、財政方案和風險狀況，確定某項外幣存款是否適合。特別指出，人民幣受匯率風險約束且目前不可自由兌換。匯率波動可能使機遇與風險並存，故對貴司在本行開立的人民幣賬戶中所賺取的利息（如有）可能會有不利的影響。香港銀行業關於人民幣兌換及其他服務的條款受相關監管條例以及其他政策要求和適用於人民幣相關活動及服務的限制所約束（可能不時修改）。
- 11.2 You will bear all risks in exchanging your deposit from/to any foreign currency(ies) (including but without limitation to RMB). Without prejudice to Condition A 9.2 above, you accept all risks in relation to deposits which are subject to exchange controls of any relevant jurisdiction or any other circumstance beyond our control.
貴司將承擔本幣存款兌換任何外幣或由任何外幣兌換為本幣的所有風險（包括但不限於人民幣）。在不損害上述 A 節第 9.2 條條文的原則下，貴司同意接受存款相關的受任何相關司法或任何超越本行可控制情形之外的外匯管制所約束的所有風險。
- 11.3 You must comply with all exchange control laws in connection with any accounts and Services provided by us. If a country 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.
貴司必須遵守所有與本行提供的任何賬戶和服務相關的外匯管制法律。如果一個國家限制其貨幣的可用性或轉讓，本行不需要以該貨幣支付貴司的賬戶。本行可以用本行認為合適的任何貨幣進行支付。

12. Set-off and lien 抵銷及留置權

- 12.1 If any sum is payable by you but unpaid, we may at any time, without prior notice, combine all or any of your accounts anywhere with us (whether singly or jointly) and all your liabilities (whether actual or contingent, primary or collateral, existing or future, matured or not, or joint or several). For such purpose, we may convert any currency into any other currency, and reasonably estimate the amounts of future, contingent or unquantified liabilities.
如貴司應支付但未支付任何款項，本行可於任何時間在不發出事先通知下，將貴司在任何地方設於本行的所有或任何賬戶（不論單獨的或與其他人共同持有的）與所有貴司的負債（無論是實際的還是或有的，作為主債務責任的或作為擔保的，現有的或未來的，到期的或未到的，或共同的或各別的）合併。為此目的，本行可將任何貨幣兌換為任何其他貨幣，並可合理地估計未來的、或有的或不可量化的債務金額。
- 12.2 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.
本行可運用貴司聯名賬戶中的任何貸項結餘，以減輕一個或多個聯名賬戶持有人對本行的任何債務。
- 12.3 We may debit one or more of your accounts with the amounts payable by you.
本行可在貴司的一個或多個賬戶之借方記入貴司的應付款額。
- 12.4 You may not, without our consent, withdraw or otherwise deal with deposits and other sums payable by us, for so long as you have any present, future, actual or contingent liability (whether or not quantified) to us.
貴司不可未經本行同意在貴司對本行有任何現有的、未來的、實際的或者或有的（不論是否量化的）債務期間提取或以其他方式處理存款及本行的應付款項。
- 12.5 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.
如貴司對本行有任何現有的、未來的、實際的或者或有的債務（不論是否量化的），本行可扣留不論是否作為安全保管或其他方式，不論存放於任何地方或以其他形式由本行為貴司或以貴司名義（單獨或聯名）持有的任何物業，及不論以公開拍賣、私人協約或招標，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輕貴司的債務。

13. Charges 收費

- 13.1 We may levy charges (including deposit charges and dormant account charges) and fees, and may change the amount of charges and fees (including the basis on which the charges and fees are determined), upon giving 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 banking hall 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.
本行可向貴司徵收收費(包括存款及不動賬戶收費)及費用,且本行在給予不少於30天的書面通知的情況下(或者如果變更不在本行的控制範圍內,經合理的通知),更改收費和費用的數額(包括確定費用的依據)。現行標準收費表展示於本行大廳且可應要求提供。所有應支付給本行的費用應由貴司在本行提出要求時支付。支付予本行的費用及收費將列示於貴司賬戶結單或單獨的通知單中。
- 13.2 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 Conditions by us, we will 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,已支付的收費及費用將不會被退還。然而,如貴司因本行更改此等條款而終止一項服務,本行將按比例退還部分支付給該服務並列明為年費或定期費用的任何費用,除非退還的款項為微不足道。
- 13.3 We may classify your account as dormant if your account balance falls below a limit we have set and your account remains inactive for 24 consecutive months. Unless prohibited by law, a dormant account shall be subject to a dormant account charge as determined by us at our absolute discretion. We shall give you 14 days' notice before charging a dormant account charge for the first time. If you do not take further action, we may deduct the dormant account charge (and all further dormant account charges which apply) from your account without giving you any further notice. We may continue to deduct any dormant account charges from your account until your account balance reaches zero following which your account will be closed.
若貴司賬戶餘額低於本行已設定的限度而貴司賬戶在連續二十四個月沒有活動,則本行可將貴司賬戶列為不動賬戶。除法律禁止的情況下,本行具有絕對酌情決定權收取不動賬戶費用。本行會在首次收取不動賬戶費用前提前十四天向貴司發出通知。若貴司屆時未採取任何進一步行動,本行可在未給予貴司任何進一步通知的情況下從貴司賬戶中扣除不動賬戶費用(以及所有進一步適用的不動賬戶費用),直至貴司賬戶餘額為零。本行屆時將關閉貴司賬戶。

14. Tax compliance 稅務合規

- 14.1 You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) or Services provided by us or our Group members.
Each Connected Person acting in his/its capacity as a Connected Person also makes the same acknowledgement in his/its own regard. Certain countries may have tax legislation with extra-territorial effect regardless of the account holder's or a Connected Person's place of domicile, residence, citizenship or incorporation. Neither we nor any of our Group members provides tax advice. You are advised to seek independent legal and tax advice. Neither we nor any of our Group members has responsibility in respect of your tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of account(s) and Services provided by us or our Group members.
貴司確認貴司需單獨負責理解和遵守貴司於有關稅務責任產生的以及與開立和使用本行或集團成員提供的賬戶或服務相關的所有管轄區內的稅務責任(包括稅務繳納或者納稅申報或者其他與所有相關稅務的繳納有關的所需文件的申報)。每一以關聯人士身分行事的關聯人士亦需作出同樣的確認。某些國家的稅務法律可能具有域外效力,而不論賬戶持有人或其關聯人士的居籍所在地、居住地、公民身分或者成立地。本行以及本行之集團成員皆不會向貴司提供任何稅務意見,貴司需徵詢獨立的法律及稅務意見。本行以及本行之集團成員皆不對貴司於有關稅務責任產生的以及與開立和使用本行或集團成員提供的賬戶或服務相關的所有管轄區內的稅務責任承擔任何責任。
- 14.2 If you are a resident of the USA, you acknowledge that you are subject to the laws applicable for the time being in the USA and undertake to make such filings and reporting as are required under the applicable laws of USA or other relevant jurisdiction in relation to the deposit accounts with us, including, if required, the Report of Foreign Bank and Financial Accounts to be submitted to the USA Department of Treasury.
You confirm that the disclosure to the authorities of any applicable jurisdiction, if required by any applicable law or order, of any information pertaining to your relationship with us, would not constitute a violation of any applicable banking secrecy laws or practices and expressly release us from any liability arising from such disclosure.
如果貴司為美國居民,貴司確認貴司受現時適用的美國法律約束且承諾根據適用美國法律或其他與在本行開立存款賬戶相關的司法管轄區的法律提交文件及報告,包括,在被要求時向美國財政部提交外國銀行與金融賬戶報告。貴司確認,貴司若根據任何適用法律或法規要求,向任何適用司法管轄區所做的包含與本行之關係的資訊披露,將不構成違反任何適用的銀行保密法律或慣例且明確豁免本行在此披露中的任何責任。
- 14.3 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 authorised signatories, 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:

貴司承諾向本行提供本行在合理情況下要求的資料、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。貴司確認及同意此可包括貴司本人、貴司的獲授權簽字人、其他代表或貴司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 USA 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 Condition A 14.3(a)(i) above, as entered into by the government of Hong Kong;
政府與監管機構就上述第A 14.3(a)(i)條所訂立的任何政府間協議、諒解備忘錄、承諾書及其他安排，包括由香港政府所訂立的任何政府間協議、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 Condition A 14.3(a)(i) 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A 14.3(a)(i)條所訂立的協議；及
 - (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。

14.4 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 authorised signatories or other representative, 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.

貴司確認及同意，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貴司、任何實益擁有人、任何獲授權簽字人或其他代表所提供或有關貴司、任何實益擁有人、任何獲授權簽字人或其他代表的任何資料（包括但不限於貴司的身分資料）、文件、證明或賬戶資料（包括但不限於有關賬戶結餘、有關利息收入、股息收入及提款總額）。貴司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。

14.5 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.

貴司在本行設立或延續任何賬戶或提供服務，需不時向本行提供身分資料及個人資料。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。

15. Changes 更改

15.1 We may vary the Services available to you, the manner of operations, the daily cut-off or transaction cut-off times, the minimum or maximum amount of an instruction, or a maximum limit per day, or suspend or withdraw any service, without liability. We may change our business hours or the hours during which a service is available. Services are provided subject to the conditions determined by us. Such changes shall be made upon giving reasonable notice and shall be without liability.

本行可更改提供給貴司的服務、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、或暫停或取消任何服務，而沒有法律責任。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規限。作出此類修改會另行給予合理的通知且本行不承擔任何責任。

15.2 We may change these Conditions, and 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 rights or obligations, or where practicable, after 30 days.

本行可隨時修改此等條款，及適用於任何服務或賬戶的任何條款、條件及規則，並以通知知會貴司。如果此變更影響費用、收費，或貴司之權利或責任，或於切實可行情況下，此通知將在 30 日後生效。

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15.3 If you decide to terminate the Service, we would not charge any fees for the termination under the following conditions:

若貴司決定終止服務，本行在下列情況下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 Service;
對該特定服務而言，該條款及細則的修訂是重要和相關的；
- (b) the variation specified in (a) may adversely affect you; and
在(a)項內提及的修訂可能對貴司有不利影響；及
- (c) you indicate the decision to terminate the Service within the notice period before the variation specified in (a) takes effect.
貴司在(a)項內提及的修訂生效前的通知期限內表示決定終止該服務。

15.4 We shall notify you of any material change to our name, business address, or other changes as required under applicable laws and regulations. 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.

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，本行均應通知貴司。貴司同意就貴司所提供資料的任何重大更改通知本行。尤其是如果貴司的地址、電話號碼、傳真號碼或電郵地址有任何更改，貴司應在切實可行的範圍內儘快通知本行。

16. Information 資料

16.1 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 or affiliated companies, (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 authorised person or any security provider, and (h) anyone we consider necessary in order to provide you with our Services, whether they are located in Hong Kong or elsewhere.

本行可將貴司的賬戶的任何資料向如下人士披露：(a) 與貴司已經或將會存在任何交易的任何金融機構或商家，或任何信貸資料服務機構；(b) 本行任何資產或業務的任何擬或實際的參與者或附屬參與者、或受讓人或承讓人；(c) 任何向本行提供服務的任何專業顧問、代理人、承包商或服務供應者；(d) 聯營公司或附屬公司；(e) 對本行有保密責任的任何人士；(f) 任何根據法律或政府機關或法院規定要求而有責任向其作出披露的任何人士；(g) 任何獲授權人或任何抵押品提供者；以及(h) 任何本行認為必要的人以便為貴司提供本行的服務，而不論上述有關人士是否位於香港境內或境外。

16.2 If we request for any personal data in connection with any of your matter, you should procure the relevant individual to agree that we may use and disclose his / her personal data (collected by us at any time) to the persons (whether in or outside Hong Kong) or for the purposes (including matching procedures, as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong)) as referred to in our Personal Information Collection Statement and Privacy Policy Statement on personal data.

如本行基於貴司之有關事項要求任何相關個人的資料，貴司應督促相關個人同意本行可將本行在任何時間所收集有關該人士的個人資料，用作本行現時的收集個人資料聲明及私隱政策聲明所提述的用途（包括在《個人資料（隱私）條例》（香港法例第486章）中定義的核對程序），及向所提述（不論是否位於香港內外）的人士披露。

16.3 You confirm that you have received, read and understood our Personal Information Collection Statement provided to you and other persons relating to the Personal Data (Privacy) Ordinance and our Privacy Policy Statement. You agree to be bound by them. You shall ensure that all your individual agents and staff members who in the course of their dealings with us with respect to the operation and maintenance of your accounts are or may be obliged to provide their personal data to us have read, understood and agreed to the provisions of our data policies.

貴司確認貴司已收到、閱讀並理解本行給貴司和其他人士與《個人資料（私隱）條例》有關的收集個人資料聲明及本行的私隱政策聲明，並同意受其約束。貴司將確保貴司在與本行交易過程中在貴司的賬戶的經營和維持方面有或可能有義務向本行提供個人資料的所有個人代理人和工作人員已閱讀、理解並同意本行的資料政策。

16.4 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 authorised to conduct credit and other enquiries to verify the information provided.

貴司確認貴司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，貴司將從速通知本行。本行獲授權進行信貸及其他查詢，以核實所提供的資料。

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

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。貴司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。

In the case of any discrepancy between English and Chinese version, the English version shall prevail. 如有差異，以英文版為準

16.6 We have the obligation to notify you that we have the intention to use your personal data for contacting you with regard to any financial services we believe may be of interest to you and will seek your approval before we undertake any action.
本行有義務通知貴司本行有意使用貴司的個人資料，就本行認為貴司可能感興趣的任何金融服務與貴司聯繫，並在本行採取任何行動之前將徵求貴司的同意。

16.7 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.
貴司將不會複製、散播、利用或更改本行所提供的任何資料(包括軟件)，或使用該等資料供貴司本身參考以外的任何用途。

17. Evidence 證據

17.1 Our records (whether in paper, microfilm, electronic or any other form) of transactions with you and messages sent to or received from you (including exchange rates) are, save to the extent of manifest error, conclusive and binding on you. You agree that they 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.

本行對與貴司進行交易的紀錄(不論以紙張、微型菲林、電子或任何其他方式)及發給貴司及收到來自貴司的訊息(包括匯率)，除有明顯的錯誤外，是決定性的並對貴司有約束力。貴司同意這些紀錄在適用法律允許的範圍內，可被法庭接納為證明該等交易及訊息確實存在及紀錄所載事實的證據。

17.2 Unless you notify us of any error in accordance with Condition A8.2 or there is a manifest error, our statement as to any interest rate, exchange rate, or any other rate, or an amount due from you is conclusive and binding on you.

除非貴司按照 A 節 8.2 條通知本行任何錯誤或存在明顯錯誤，本行發出關於任何利率、匯率或任何其他費率或有關貴司欠款金額的證明書是決定性的，並對貴司有約束力。

17.3 We may destroy any instruments or documents relating to your account after recording them in a manner determined by us. Copies of our records of your documents will be supplied on payment of a reasonable charge. We reserve the right to destroy those records after such period of time as permitted by applicable law.

經由本行決定的方式記錄後，本行可將有關貴司賬戶的任何文據或文件銷毀。本行提供貴司的文件的紀錄副本，須收取合理的費用。本行保留於有關法例允許的時間後銷毀該錄音的權利。

17.4 We may correct any error in any document or record without prior notice.

本行可更正任何文件或紀錄的任何錯誤，無須事先通知。

18. Your representations 貴司的陳述

You represent to us that:

貴司向本行陳述：

18.1 unless you have informed us otherwise in writing, you are free from third party claims or benefits and will enter into each transaction as principal and not as agent for any other person;

除非貴司已以書面通知本行並非如此，否則貴司不附帶第三方申索或利益及貴司會以當事人身分而並非任何其他人士的代理人身分訂立每項交易；

18.2 all documents which you deliver to us are correct, complete, valid and not misleading;

貴司交付予本行的全部文件均為正確、完整、有效及無誤導；

18.3 you have such knowledge and experience that render you capable of making your own independent decision as to whether to enter into each transaction or you have consulted such professional adviser as you consider necessary upon entering each transaction;

貴司有使貴司有能力作出是否訂立每個交易的獨立決定的知識和經驗，或者貴司在訂立每筆交易時都已向專業顧問做了貴司認為必要的諮詢；

18.4 you shall consider your suitability of entering into each transaction and you understand and accept the terms and risks of each transaction;

貴司應考慮貴司是否適合進行每筆交易，並且了解並接受每筆交易的條款和風險；

18.5 if we solicit the sale of or recommend any product to you, you fully understand that where circumstances relating to you or where the product changes, the product which we solicited or recommended may no longer be suitable for you, and we have no responsibility to ensure that such product remains suitable for you;

如本行向貴司招攬銷售或建議任何產品，貴司充分理解若有關貴司或產品的情況有變，本行招攬銷售或建議的產品或不再適合貴司，本行並無責任確保該產品一直適合貴司；

- 18.6 you have full capacity and authority to perform your obligations under these Conditions and each transaction and you have taken all necessary action to authorise such execution delivery and performance;
貴司有充分的能力及權力履行貴司在此等條款及每一項交易下的責任，並已採取一切所需行動以批准貴司執行、給付及履行此等條款及每一項交易下的責任；
- 18.7 the performance and enforcement of your obligations will not violate any law or regulation;
貴司在履行及強制執行貴司的責任時，不會違反任何法律或規則；
- 18.8 your obligations are legal, valid and enforceable in accordance with their terms; and
貴司的責任根據其條款是合法、有效及可強制執行的；及
- 18.9 (if you are a corporate body) you are duly incorporated or established, validly existing, solvent and not subject to any winding-up action.
(假如貴司是法人團體)貴司已正式成立或設立、有效存續、具備償債能力，且不受制於任何清算行動。

19. Our role 本行的角色

- 19.1 Our responsibilities are limited to those expressly set out in these Conditions and our terms and conditions (if any) for the relevant service or transaction. These Conditions apply, to the extent possible, to transactions on your behalf as well as with us.
本行的責任限於在此等條款及本行對相關服務或交易的條款及條件(如有)中所明確列出的責任。此等條款(在可能範圍內)適用於代表貴司進行的及與本行進行的交易。
- 19.2 You authorise us and any person appointed by us to do everything reasonably necessary or desirable for all purposes connected with our Services.
貴司授權本行及本行委任的任何人士作出，就與本行的服務有關的各方面而言，屬合理地需要或適宜的任何事情。
- 19.3 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. Their terms and conditions of service will apply to your transactions. You will pay their charges, and indemnify us against their reasonable claims. We will use reasonable care in selecting an agent. We will only appoint custodians qualified to act as such under applicable law.
本行可使用代理人、經紀、託管人、代名人、往來銀行、網絡、交易所、結算所及其他人士的服務以持有貴司的財產或履行任何服務。上述各方可能為本行的附屬成員。其服務條款及條件將適用於貴司的交易。貴司須支付他們的收費，並就他們的合理申索向本行作出彌償。本行挑選代理人時將採取合理謹慎措施。本行只會根據適用法律委任合資格擔任託管人的人士為託管人。
- 19.4 We do not provide legal, financial or tax advice. You will obtain your own advice.
本行不會提供法律、財務或稅務意見。貴司將自行取得有關意見。

20. Interpretation 釋義

- 20.1 In the terms or conditions applicable to each service, unless the context otherwise requires:
除非文意另有所指，在適用於每個賬戶或每項服務的條款或條件內：

“application” means our application form signed by you together with all related forms and consents signed by you in connection with your application for accounts;

「申請」指由貴司簽署的本行的申請表格及所有由貴司簽署與賬戶申請有關的表格及同意書；

“authorised person” means any person you authorise (either alone or collectively) and we approve to operate an account and to act on your behalf in giving instructions, to perform any other acts under our agreement;

「獲授權人」指貴司授權的任何人士（單獨或集體）及本行批准操作賬戶、代表本行行使指示和執行本行協議下的任何其他行為之人士；

“banking day” means a day (except Saturdays, Sundays and public holidays) on which the Bank is open for business in Hong Kong and if applicable, in the main financial centre for the currency of the relevant services;

「銀行營業日」指在香港及（若適用的話）相關服務涉及的貨幣的金融中心的銀行開放營業的日子（不包括星期六和星期日，以及公眾假日）；

“cheque” includes a bill, draft, note, order and other instrument;

「支票」包括結單、匯票、票據、付款指示及其他付款文據；

“Conditions” means these General Conditions for Accounts as the same may be amended from time to time;

「條款」指此可能不時修訂的賬戶一般條款；

In the case of any discrepancy between English and Chinese version, the English version shall prevail. 如有差異，以英文版為準

“**Connected Persons**” means a person or entity (other than the account holder) whose information (including Personal Data or Tax Information) is provided by the account holder, on the account holder’s behalf, to any member of the Group or which is otherwise received by any member of the Group in connection with the provision of the Services. A Connected Person may include any guarantor or third party security provider, a director or officer of a company, a partner or partners of a partnership, any substantial owners, controlling persons, investors of a fund, beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, a representative of the account holder, agent or nominee, or any other persons or entities with whom the account holder has a relationship that is relevant to the account holder’s relationship with our Group;

「**關聯人士**」是指非賬戶持有人的人士或實體，而其資訊（包括個人資訊或稅務資訊）由及代表賬戶持有人向任何集團成員提供，或任何集團成員於提供服務因而獲得該資訊。關聯人士包括任何擔保人或第三方抵押人士、公司的董事或高級人員、合夥經營商號的合夥人、任何實質擁有人、控權人、基金投資者、信託的實益擁有人、受託人、財產授予人或保護者、指定賬戶的賬戶持有人、指定付款的受款人、賬戶持有人的代表、代理人或代名人，或賬戶持有人與之有關係的任何人士或實體，而該種關係是與賬戶持有人及本集團的關係相關的；

“**controlling persons**” means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

「**控權人**」是指對某一實體具有控制權的個人，就信託而言，為財產授予人、受託人、保護者、受益人或一類受益人，以及對信託行使最終有效控制權的任何其他人；而就非信託的實體而言，則為同等或相似控制地位的人士。

“**Group**” means China Everbright Bank Co., Ltd., Hong Kong Branch, the head office, branches and offices anywhere in the world of China Everbright Bank Co., Ltd., and its affiliate; and a “**member of the Group**” means any one of them from time to time;

「**集團**」是指中國光大銀行股份有限公司香港分行、總行，其在世界各地的分行及辦事處，及其附屬公司；及「**集團成員**」是指不時更新的以上機構的任一者；

“**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；

“**including**” is not a word of limitation;

「**包括**」並非一個限制性的用詞；

“**our computer system**” refers only to the computer equipment and software which is / are operated under our sole control;

「**本行的電腦系統**」僅指由本行獨自控制操作的電腦設備及軟件；

“**person**” includes any individual, sole proprietorship, partnership, firm, company, corporation and unincorporated body;

「**人士**」包括任何個人、獨資經營商號、合夥經營商號、商號、公司、法團及非屬法人團體的團體；

“**Personal Data**” means any information relating to an individual from which such individual can be identified.

「**個人資訊**」指與某一個人相關的任何資訊，從該等資訊可以識別該個人。

“**PRC**” means The People’s Republic of China and excludes, for the purpose of these Conditions, Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan;

「**中國**」指中華人民共和國，基於此等條款之目的不包括香港、中華人民共和國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**」指中國法定貨幣；

“**Services**” includes (a) the opening, maintaining and closing of the account holder’s accounts, (b) the provision of credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with the account holder, including marketing services or products to the account holder;

「**服務**」包括：(a) 賬戶持有人賬戶的開立、維持與關閉；(b) 信貸便利、其他銀行產品和服務的提供，以及申請處理，信用狀況和合資格性的評估；以及 (c) 與賬戶持有人整體關係的維護，包括向賬戶持有人提供產品或營銷服務；

“**signature**” includes a chop / seal used as and in place of a signature;

「**簽署**」包括用作及代替簽字的印章/鋼印；

“**substantial owners**” means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity, directly or indirectly;

「**實質擁有人**」指直接或間接地對某一實體具有多於10%利潤的權利或者在某一實體具有超過10%權益的任何個人；

“**Tax Information**” means documentation or information about the tax status of the account holder or a Connected Person;

「**稅務資訊**」指賬戶持有人或一個關聯人士關於其稅務狀況的文件或資訊；

“**US dollar**” means the lawful currency of the USA;

「**美元**」指美國法定貨幣；

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“USA” means the United States of America;

「美國」指美利堅合眾國；

“we” and all references to us include our successors in title and assigns;

「本行」及所有對本行的提述包括本行之權繼承人及承讓人；

“you” and all references to you include your successors in title and permitted assigns;

「貴司」及所有對貴司的提述包括貴司之權繼承人及經許可的權利承讓人；

words importing the singular include the plural and vice versa;

含有單數意思的字眼包括複數，反之亦然；

headings are for ease of reference only;

標題只為便於參閱而設；

any reference to “writing” includes a message sent by or to our computer system; and

任何對「書面」的提述包括由本行的電腦系統發出及收到的訊息；及

any determination of a matter, rate or amount may be made and changed by us from time to time.

任何事宜、收費率或金額的決定可由本行不時作出及更改。

20.2 These Conditions are drafted in plain language, and are to be interpreted fairly and liberally. The rule of interpretation against the maker will not apply.

此等條款以淺白語言撰寫，詮釋務須公正及靈活。針對擬備人而設的詮釋規則並不適用。

20.3 Unless expressly provided to the contrary in these Conditions, a person who is not a party to these 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 Conditions. Notwithstanding any provision of these Conditions, the consent of any person who is not a party to these Conditions is not required to rescind or vary these Conditions at any time.

除非在此等條款中有另有相反的明文規定，否則不是此等條款一方的人士在《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的任何條款或享有此等條款的任何條款的利益。不管此等條款的任何規定，在任何時候撤銷或更改此等條款不需要不是此等條款一方的人士的同意。

21. Miscellaneous 其他事項

21.1 These Conditions apply together with our terms, conditions and rules governing the account or Service. These Conditions prevail over your mandate. The terms or conditions applicable to each Service apply to all outstanding and future transactions.

此等條款與本行約束賬戶或服務的條款、條件及規例一同適用。此等條款的效力高於貴司的委託書內容。本條款及適用於每項服務的條款、條件規則及規例均適用於所有未完成及未來的交易。

21.2 You will be responsible for filing tax and other returns and reports on the transactions we handle for you.

貴司須負責就本行為貴司處理的交易提交報稅表及其他回覆及報告。

21.3 You will comply with our rules (if any) for your account or a service. We may change such rules by notice to you. Your account is also subject to the rules of the Hong Kong Association of Banks, and of any organisation 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.

貴司將遵守本行對貴司賬戶或服務的規則(如有)。本行可對貴司作出通知而更改該等規則。貴司的賬戶及本行的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例限制。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、規例、規則或常規(包括監管機構、香港銀行公會、交易所及結算所的規則、守則、指引及慣例)。以上所有行動及不作為均對貴司具約束力。

21.4 We and our affiliates may retain for our or their benefit, without duty to disclose or account, any profit, commission, fee or benefit from any transaction with or for you.

本行及本行的附屬成員可為本行或他們的利益保留任何與貴司或為貴司交易所得的任何利潤、佣金、費用或利益，而沒有責任向貴司作出披露或報帳的。

21.5 You will execute any documents required by us in relation to your account.

貴司將簽署本行要求貴司簽署的與貴司賬戶有關的任何文件。

21.6 You will only use our Services for a lawful purpose.

貴司只會使用本行的服務作合法用途。

In the case of any discrepancy between English and Chinese version, the English version shall prevail. 如有差異，以英文版為準

- 21.7 We need not act on any instruction until we have received all necessary, funds, property and documents. We may, however, at our discretion act on such instruction notwithstanding without seeking prior approval of or giving prior notice to you. If we do so, we may charge interest and fees, and may terminate or close out any transaction (including a deposit) at your cost. Our rights are not affected if we do not do so or by anything done or omitted by us in good faith.
本行在接獲所有必要的資金、財產及文件之前無須按指示行事。然而在上述情況下，本行仍可自行酌情決定，辦理上述指示，而毋須預先請求貴司同意或給予貴司通知。如果本行如此行事，本行可徵收利息及費用，並且可終止或結束任何交易(包括存款)，費用由貴司負擔。假如本行不如此行事，或本行本着真誠作出或遺漏任何事情，則本行的權利不會受到影響。
- 21.8 We may (but are not obliged to) suspend or freeze any of your accounts or Services as we consider necessary to protect our interests. We may freeze your accounts if we have notice that a petition has been presented for your bankruptcy or liquidation, or that a meeting has been called to consider a resolution for your liquidation, or that your partnership has been dissolved, or of any analogous process under any law, or of any third-party claim or of your death or mental incapacity, or if there appears in our opinion in good faith to be any irregularity in connection with your account.
當本行認為，為保障本行的利益起見屬必要時，本行可(但無義務)暫停或凍結任何賬戶或服務。如果本行得悉貴司已被提出破產或清算的呈請，或已召開會議考慮貴司的清算決議案，或貴司的合夥經營商號已被解散，或根據任何法律進行任何類似法律程序，或任何第三方申索或貴司已身故或精神上無行為能力，或本行真誠地認為就貴司的賬戶而言有任何不符合規定之處，則本行可凍結貴司的賬戶。
- 21.9 You will do everything reasonably required by us (at the time of or after accepting your instruction) before we execute your instructions.
在本行執行貴司的指示之前，貴司將會作出本行(在接納貴司的指示之時或之後)合理所需的一切事宜。
- 21.10 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.
貴司將(如有需要)取得及維持合適的設備、設施及連接(包括電腦、軟件及通訊連接)以使用服務，費用由貴司承擔。使用某項服務產生的一切電訊、互聯網服務及其他收費由貴司負責。
- 21.11 We may at any time recover from you any erroneous payment.
本行可於任何時間向貴司追討任何錯誤支付的款項。
- 21.12 You may not without our prior consent assign, transfer or encumber your account or any transaction with us.
貴司不可未經本行事先同意而出讓、轉讓貴司的賬戶或與本行訂立的任何交易，或對該賬戶或交易設定產權負擔。
- 21.13 Our rights are not affected by your death, legal incapacity, dissolution, bankruptcy or liquidation. Following our notice of your death or incapacity, your account can only be operated by your personal or other legal representative upon production of such evidence as required by us.
本行的權利不因貴司的身故、失去法定能力、解散、破產或清算而受影響。在本行收到貴司身故或失去法定能力的通知後，貴司的賬戶只可由貴司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。
- 21.14 No failure or delay in exercising our right will operate as a waiver, nor shall a single or partial exercise of our right preclude any further exercise of that right or the exercise of any other right.
本行未能行使或延遲行使任何權利並不構成豁免，而本行單次或部分行使任何權利將不會妨礙本行進一步行使該權利或任何其他權利。
- 21.15 If your account has more than one holder:
如果貴司賬戶有多於一名持有人：
- (a) the obligations of all account holders are joint and several;
全部賬戶持有人的責任均屬共同及各別承擔；
- (b) the liabilities of any of the account holders shall not be impaired by (i) any failure of the acceptance of these Conditions or anything contained in any application form or any of its terms to be legal, valid, binding and enforceable in relation to any account holder no matter due to lack of corporate capacity, due authorisation, effective execution or otherwise, (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如下事項影響：(i)任何未能接受此條款或申請表格中包含任何條款，或者任何條款由於法人資格、應有授權、有效簽署或其他方面的欠缺而不合法、無效，對賬戶持有人不具約束力及可強制執行性；(ii)關於任何賬戶持有人或任何貸款或信貸文件的任何其他方所給予的時間、寬容、放任、豁免或免除；或(iii)任何其他可能減損任何賬戶持有人所有或任意責任和義務的其他事宜或事件；

- (c) 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;
任一賬戶持有人都應保持任何賬戶法律責任或義務的主債務人地位，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法律責任或義務的擔保人；
- (d) instructions given by your authorised person bind all account holders; an authorised person and the signing arrangement may only be changed by all account holders;
由貴司的獲授權人士作出的指示對全部賬戶持有人均具約束力；獲授權人士及簽署安排只有透過全部賬戶持有人方可更改；
- (e) (unless you are a partnership) upon the death of any account holder, any credit balance in the account may be paid in accordance with the instructions of the survivor;
除非貴司乃合夥經營商號，否則如任何一名賬戶持有人身故，在賬戶內的任何貸項結餘可按照在生的持有人之指示支付；
- (f) 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某種處理安排而不影響其他持有人的法律負債；
- (g) 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；
- (h) we may credit any sum payable to any one account holder to the account unless that holder has given other instructions to us;
本行可將應付給其中一名賬戶持有人的任何款項貸記於賬戶內，除非該持有人已對本行另作指示；
- (i) payment or delivery of anything to any one of you discharges our obligations to all the account holders; and
向貴司任何一位持有人付款或交付任何東西即解除本行對貴司所有持有人的義務；及
- (j) any one of the account holders may, by written notice to us copied to the other account holders, freeze the account.
貴司任何一位持有人均可以通過向本行發出書面通知而凍結賬戶，惟通知必須抄送貴司的其他持有人。

21.16 If you are a sole proprietorship or partnership, you shall, upon any change in your constitution (whether by retirement, death, bankruptcy or admission of new partners, or for any other reason) or name, immediately give us written notice. Until the time of our actual receipt of such notice, you or your partners (as the case may be) on record with us will remain liable to us as if your constitution and/or name remained unchanged and we will be entitled to act accordingly. For the avoidance of doubt, these Conditions and all authorities given to us in relation to your account shall continue to apply irrespective of whether (i) such change has in fact occurred, (ii) any notice of change in your constitution or name has in fact been received by us, (iii) your partnership or sole proprietorship (as the case may be) is deemed in law or fact to have been dissolved or ceased to exist, or (iv) such change has been put on record with any relevant government departments or authorities.

如果貴司是獨資經營商號或合夥經營商號，貴司應就變更商號的組成（無論是由於退休、身故、破產或接納新合夥人或其他可能情況）或變更商號名稱，立即書面通知本行。且在本行實際收到此通知之前，本行記錄在案的貴司或貴司的合夥人（視情況而定）將繼續對本行負有責任，與貴司商號組成和／或名稱未曾變更無異，且本行將有權照舊採取行動。為免生疑問，不論(i)此變更是否真實發生，(ii)關於貴司商號的組成或商號名稱變更的通知是否已經被我們收到，(iii)貴司的合夥經營商號或獨資經營商號（視情況而定）在法律上或事實上是否被視為已被解除或不再存在，或(iv)該等變更是否已經在任何相關政府部門或機構記錄在案，此等條款及所有賦予本行之與貴司賬戶有關的權力仍繼續適用。

21.17 If you are a partnership:
如果貴司是合夥經營商號：

- (a) you should ensure that no restrictions in your partnership agreement or any agreement of similar nature will bind us; and
貴司須確保對貴司合夥協議或其他任何類似協議的限制概不會對本行構成約束；及
- (b) all your partners shall be jointly and severally liable to us on the account and if any one or more of your partners ceases to be your partner by retirement, death, bankruptcy or otherwise, we shall be entitled and authorised:
貴司所有合夥人均須就貴司之賬戶對本行承擔共同及個別責任，若貴司任意一名或多名合夥人由於退休、身故、破產或其他原因不再作為貴司之合夥人，本行應有權且被授權：
 - (i) to treat the surviving or continuing partner(s) for the time being as having full power and authority to carry on your business and deal with all your assets as freely as if there had been no change. Anything done pursuant to the instruction of such surviving or continuing partner(s) shall be conclusively binding on all of the partners (including those who have ceased to be a partner) and their respective estates and personal representatives; and/or

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將現時存在或留任的合夥人當作具有完全的權力和效力來自由進行貴司之業務及處理貴司所有資產，與變更之前無異。根據此現存或留任的合夥人的指示進行的任何事項須對所有合夥人（包括不再作為合夥人之人士）和其各自不動產及個人代表具有最終約束力；及／或

- (ii) at the request of the surviving or continuing partner(s) for the time being to close any account, to open a new bank account or account(s) with them in the same name, to carry on business with them, and to collect and pay into such new account(s) any or all cheques with your name as the payee (whether they are in fact payable to you or the new firm) without enquiry. Such collection and payment shall be a valid discharge to us and conclusively binding on all of your partners (including those who have ceased to be a partner) and their respective estates and/or personal representatives, irrespective of whether or not such payment or collection will in fact result in reduction of payment or satisfaction of any or all of the debts or liabilities of the new firm to us and/or otherwise be used only for the benefit or business of the new firm or the partners of the new firm to our knowledge.

根據現時存在或留任的合夥人要求，為其以相同名稱關閉任何賬戶和開立新的賬戶以進行業務往來，用此新賬戶收取或支付以貴司名稱為收款人的任意或所有支票（無論實際是否應支付予貴司或新公司）而不需詢問。此類收付款項對本行將是有效責任解除，且對所有合夥人（包括不再作為合夥人之人士）和其各自不動產及個人代表具有最終約束力，不論此支付或收款是否實際上減少任何或所有新公司的債務或負債的支付以及/或其他僅用於新公司或據本行所知的新公司的合夥人的收益或業務往來。

- 21.18 If you hold your account for another person, you accept joint and several, personal responsibility in relation to your account, in addition to the responsibility of that other person. You confirm that you are fully authorised to open, operate and close the account. You will indemnify us against any liability, loss or expense arising from any transaction involving the account.

如果貴司代另一位人士持有貴司賬戶，在該名人士對於賬戶的責任之外，貴司也須就貴司賬戶承擔共同及個別責任。貴司確認貴司獲全面授權開立、操作及結束該賬戶。貴司須彌償本行涉及該賬戶的任何交易所產生的任何責任、損失或開支。

- 21.19 If your account is a trust account, you confirm that you are fully authorised under the trust to open, operate and close the account without restrictions.

如果貴司的賬戶是信託賬戶，貴司確認貴司根據信託已獲全面授權開立、操作及結束賬戶而不受限制。

- 21.20 Without affecting other methods of communications, any communication posted in our banking halls in Hong Kong or sent to your latest address, email address or facsimile number on our record will be deemed to be received by you when posted in our banking halls or left at such address, or on despatch if sent by email or facsimile, or (when sent by post) 2 days after posting to a local address and 7 days if posted to an overseas address, notwithstanding its return through the post, and notwithstanding the death or incapacity of the addressee. Any communication to us is effective only when actually received by us.

在不影響其他通訊方式的情況下，在本行於香港的銀行大堂張貼的或發送到本行記錄中貴司的最新地址、電郵地址或傳真號碼的任何通訊，若為在本行的銀行大堂張貼或留交上述地址，則視作貴司收到，或若為電郵或傳真作出，則視作貴司於發件時收到，若為郵寄方式作出，寄往本地地址，則視作貴司在寄出後2天收到，若為寄往海外地址，則視作貴司在寄出後7天收到，即使退件亦然，及即使收件人身故或失去能力亦然。任何與本行的通訊，只在本行實際上收到後方才生效。

- 21.21 We will endeavour to notify you in advance of any activities in the account. But, you understand that we reserve the right in relation to take any necessary or appropriate action with respect to the account permitted by and/or required by law or regulation without prior notice to you in advance of any such action.

本行將盡力提前通知貴司賬戶的任何活動。但是，請貴司理解本行有權根據法律或法規允許及/或要求採取任何必要或適當的行動，而不需提前通知貴司任何此相關行動。

- 21.22 We may assign or transfer all or any of our rights and obligations.

本行可出讓或轉讓本行的所有或任何權利及義務。

- 21.23 Our rights and remedies are cumulative and are not exclusive of any rights or remedies provided by law.

本行的權利及補償是累積性的及不被法律規定的任何權利或補償排除。

- 21.24 If any term or condition or part thereof applicable to any Service is invalid, all other terms and conditions remain in full force and effect.

如果適用於任何服務的任何條款或條件或其任何部分為無效，所有其他條款及條件仍具十足效力及作用。

- 21.25 The terms and conditions applicable to each Service, and all transactions with you, are, unless otherwise expressly agreed, governed by the laws of the Hong Kong. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

除另行明示議定外，適用於各項服務的條款及條件及與貴司進行的所有交易均須受香港的法律管轄。雙方均接受香港法院的非獨有的管轄權管轄。

- 21.26 An account opened with our overseas office is governed by the law of the country where that office is situated and the relevant terms and conditions are construed in accordance with such law. You submit to the non-exclusive jurisdiction of the courts of such country.

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在本行海外辦事處開立的賬戶受該辦事處所在國家的法律管轄，而有關條款及條件按照當地法律解釋。貴司接受該國法庭的非獨有的管轄權管轄。

- 21.27 You shall be aware of the laws in your country with regards to your banking with us in Hong Kong or in any other jurisdictions and we shall not be liable for any loss or liability imposed by your country on us as a result of your non-compliance with any regulations, laws or legal process of your country.

貴司在香港或其它司法管轄區與本行開立銀行賬戶需明白有關貴司所在國家的本地法律，而本行不須就貴司不遵照該國家之任何規則、法律、法律程序所引致之任何損失或責任負責。

- 21.28 A transaction in a foreign country is subject to the law and practice of that country.
在外國的交易須受該國的法律及慣例所規限。

- 21.29 The English version of all terms and conditions governing our Services (including these Conditions) prevails over the Chinese version (if any).

所有關於本行服務的條款及條件的英文版本（包括此等條款）均凌駕中文版本（若有）。

22. Deposit Protection 存款保障

Deposits in current accounts, savings accounts and time deposits accounts (with a maturity not exceeding 5 years) are deposits qualified for protection by the Deposit Protection Scheme in Hong Kong (“Scheme”).

存放於往來賬戶、儲蓄存款賬戶及定期存款賬戶（年期不超過五年）的存款是符合香港的存款保障計劃（「計劃」）保障資格的存款。

23. US Dollar clearing 美元結算

- 23.1 You acknowledge that the operation of the US Dollar clearing system in Hong Kong will be subject 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).

貴司確認知悉，香港的美元結算系統的操作將分別受此中提到的「美元結算所規則」與「美元操作程序」（可不時予以修改）的規限。

- 23.2 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.

貴司同意「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貴司或其他人士、或貴司或其他人士的交易。

- 23.3 You agree that, without prejudice to Condition A 23.2, the Hong Kong Monetary Authority shall not owe any duty or incur any liability to you or 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) (even if the Hong Kong Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly 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).

在不影響以上 A 節第 23.2 條條文的情況下，貴司同意，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」（可不時予以修改）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（包括但不限於商業損失、喪失商業機會、利潤損失、特別或間接或隨之而產生的損失），香港金融管理局對貴司或其他人士並無任何責任，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。

24. Financial crime compliance 金融犯罪合規事項

- 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 include, amongst other things, the prevention of money laundering, terrorist financing, bribery, corruption, actual or attempted tax evasion, fraud and any other unlawful activities. We may in our absolute 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、欺詐及任何其他非法活動。本行享有絕對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、截取及調查任何向貴司發出或由貴司（或代表貴司）發出，及向或從貴司賬戶的任何指示、提取要求、服務申請、付款或通訊；

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- (b) investigating and making further enquiries as to the source of or intended recipient of funds, and 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 actually refers to that person;
調查及作進一步查詢資金或預定收款人的來源、人士或實體的狀況及身分，不論他們是否受制裁制度約束，及被指稱被制裁人士的名稱是否確實指稱該名人士；
- (c) combining and using your personal data, beneficial owners, authorised signatories and other representatives, accounts, transactions, use of our Services with other related information possessed by us or members of our Group;
將有關貴司的個人資料、實益擁有人、獲授權簽字人及其他代表、賬戶、交易、本行服務使用的資料與本行或本行之集團成員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;
延遲、阻截、暫停或拒絕處理給予貴司或由貴司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;
終止本行與貴司的關係；
- (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 any member of our Group to meet any legal, regulatory or compliance obligations.
採取本行或本行之集團成員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 us 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 Compliance. For the purpose of this Condition A 24, “**Financial Crime Compliance**” means any action that we may take to meet the compliance obligations relating to detection or prevention of financial crime.
在法律容許的情況下，本行或本行的任何代理人概不就貴司或任何第三方所蒙受，全部或部分因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益的損失）或損害承擔法律責任。本第 A 24 條「**金融犯罪合規事項**」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。

B. Current Account 往來賬戶

1. We are not responsible for any loss if you fail to comply with any of the following:
如貴司沒有遵守以下各項，本行不負責任何損失：
 - 1.1 Cheques are encoded for your exclusive use and should not be used for another account.
支票以密碼存錄給貴司專用，不應用於其他賬戶。
 - 1.2 Please draw cheques in non-erasable ink or ball-point pen in Chinese or English.
請用不能擦除的墨水筆或原子筆，並以中文或英文填寫支票。
 - 1.3 You or an authorised person will exercise due care in drawing cheques and will not draw cheques by a means or in a manner which may facilitate alteration, fraud or forgery. 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. Add “only” after the amount in words. Use only arabic numerals for figures. The space at the bottom of the cheque is for our use and should be left blank.
貴司或獲授權人將小心妥當地填寫支票，更勿以可易於更改、方便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。數字只能用阿拉伯數字填寫。在支票下方的空間是供本行使用，應予留空。
 - 1.4 Please confirm any alteration on a cheque by your or your authorised person’s full signature using the specimen signatures registered with us. You agree that we shall not under any circumstances be held liable for losses arising from unauthorised alterations to cheques and 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.
請以貴司或獲授權人的全簽字確認任何更改，該簽字應與本行記錄的簽名式樣一致。貴司同意本行在任何情況下不須對因擅自更改支票所造成的損失承擔法律責任。即使該變更已被更改，本行有權兌現支票及在更改並非合理地明顯或容易被發現的前提下，本行有權相應地從貴司賬戶扣款。
 - 1.5 A cheque drawn payable to a payee or to his order will be payable to him or another person to whom he has endorsed the cheque. A “crossed” cheque would not be paid in cash to the holder. A “bearer” cheque is however payable to any person

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who presents the cheque to us. For your protection, please delete "or bearer" on and cross all cheques not personally delivered by you. Do not pre-sign a cheque in blank.

抬頭人為收款人或其指定人士的支票，應付款予該位人士或獲其背書支票的另一位人士。「劃線」支票將不會以現金向持票人支付，而「不記名」支票則可向任何向本行提交支票的人士支付。為保障貴司，請在所有非貴司親自送遞的支票上刪除「或持票人」並在支票上劃線。請勿在空白的支票上預先簽名。

- 1.6 Please apply for a new cheque book by presenting a duly completed and signed Cheque Book Application Form to us. We may, in our discretion, refuse to issue a cheque book.

請將一份填妥及簽妥的支票簿申請表格遞交本行以申請新支票簿。本行可酌情拒絕發出支票簿。

- 1.7 The cheque book(s) may be collected in our banking hall. Alternatively, you may request us to send you the cheque book(s) by registered mail to your address at your own risk and we may debit the postage and handling fees from any of your account maintained with us accordingly. If you fail to collect the cheque book(s) within the period we decided from time to time after the date of presenting a Cheque Book Application Form, we may deliver the uncollected cheque book(s) by registered mail to your last known address at your own risk and debit the postage and handling fees from any of your accounts maintained with us accordingly.

支票簿可於本行大堂領取。或者，貴司可要求本行將支票簿以掛號郵遞寄給貴司的通信地址，所涉風險由貴司承擔，且郵寄費及手續費將從貴司在本行的任何賬戶中相應扣除。若貴司在遞交支票簿申請表格後的一段時間內（根據本行不時確定的期限）未能領取支票簿，本行可將該未被領取之支票簿以掛號郵遞寄給貴司的最後所知的通信地址，所涉風險由貴司承擔，且郵寄費及手續費將從貴司在本行的任何賬戶中相應扣除。

- 1.8 On receiving a new cheque book, please check the cheque serial numbers, account number, your printed name and the number of the cheques. Please promptly report any irregularities to us.

收到新支票簿後，請檢查支票序號、賬戶號碼、貴司的列印姓名及支票數目。如有任何不妥當情況，請儘快通知本行。

- 1.9 Cheque books should be kept safe at all times and under lock and key so as to be inaccessible to unauthorised persons.

支票簿應任何時候放置於可上鎖的安全地方，以致未獲授權人士不可使用。

2. We shall exercise reasonable care in relation to the custody and presentation of cheques presented by you for collection but shall not be liable for loss suffered by you as a result of any loss or destruction of cheques or delay in presentation thereof in the absence of fraud, negligence or wilful default on our part, our employees acting in the course of their employment or agents acting within their apparent authority.

本行將為保管及出示由貴司在收取時出示的支票採取合理的謹慎措施，但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、疏忽或故意違約的情況下，本行無須為貴司因任何支票遺失或毀壞或延遲出示所遭受的損失負上法律責任。

3. A cheque may be dishonoured if there are insufficient cleared funds (or overdraft facility) in your account. Charges may apply. Prior advice may not be given. We may choose to pay (without advice). If we do so, you will repay the resulting debit, interest and charges.

若賬戶的可利用存款餘額（或透支便利）不足，本行可不兌現貴司的支票，並可能收取費用，而不作事前通知。本行仍可選擇兌現（不另發出通知）。若本行選擇兌現，貴司須向本行付還所引致的借方款項、利息及手續費。

4. If you wish to stop payment on a cheque, please give us full details of the relevant cheque. Please immediately report to us the loss of any cheque (signed, blank or cheque books). We are not responsible for any payment made before we have a reasonable opportunity to act on your request to stop payment or your report of a lost cheque. You will on demand indemnify us against any claim, liability or loss, or reasonable expense arising from non-payment of any cheque countermanded by you.

如果貴司擬停止對支票付款，請通知本行該支票的詳細資料。如遺失任何支票（不論是否屬已經簽署、空白或支票簿），請立即通知本行。如貴司要求停止付款或報告遺失支票後，在本行未有合理機會按貴司的要求行事之前所支付的款項，本行概不負責。貴司須對本行就貴司所取消的任何支票的停止付款所引起的任何申索、法律責任或損失或合理支出，對本行作出彌償。

5. We may return unpaid a cheque which is incorrectly completed, altered without your or an authorised person's full signature, post-dated or stale.

對於錯誤填寫、經更改而沒有貴司或獲授權人全簽字、或屬期票或屬過期的支票，本行可將該未付款的支票退回。

6. 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。

7. We may honour a cheque although your account will be overdrawn or an overdraft limit exceeded. We may levy a charge for a dishonoured cheque.

即使貴司的賬戶將出現透支或超過透支額，本行仍可兌現支票。對於被拒付的支票，本行可徵收費用。

8. We may, at your request but at our discretion, grant an overdraft facility 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.
本行可酌情根據貴司要求，在有任何資產或其他擔保下給予透支額度。任何有擔保透支額度將根據相關擔保品的價值變化酌情調整。
9. Any overdraft granted by us is subject to our overriding right of repayment on demand.
對於任何透支額度，本行擁有要求還款的權利。
10. An overdraft in your account or exceeding an agreed overdraft limit without our prior agreement (the “**Unauthorised Overdraft**”) is not allowed. Without prejudice to the foregoing, we may impose interest at such rate, as determined by us at our sole and absolute discretion on the amount of any Unauthorised Overdraft. Such interest is calculated on a daily basis or such other methods as revised by us from time to time by giving you 1 month’s prior notice.
未經本行事先同意的賬戶透支或超過透支限額（簡稱為「**未授權透支**」）是不允許的。在不損害前述條款下，本行可享有全權和絕對酌情權，對未授權透支的數額徵收利息，利率由本行決定。本行有權在給予貴司提前一個月的通知後，按天或本行不時修改的其他方法計算利息。
11. We may at our discretion determine the maximum amount for which a cheque may be drawn.
本行可酌情決定支票可提取的最高金額。
12. We may on closing your account, refuse, without liability, payment of any cheque subsequently presented.
本行可拒絕支付任何在結束貴司的賬戶後提交的支票而不負任何法律責任。
13. You will return all unused cheques to us without delay on closure of your account.
貴司在賬戶結束時應即時將所有未用的支票退回本行。
14. You agree that:
貴司同意：
 - 14.1 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 (the “**HKICL**”) for such period as is stated in the rules relating to the operation of the Clearing House and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and
由貴司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
 - 14.2 we are authorised to make arrangements with the relevant collecting banks and HKICL in accordance with Condition B 14.1 above.
本行獲授權根據 B 節第 14.1 條的條款，與相關代收銀行及同業結算公司達成安排。

C. Savings Account 儲蓄存款賬戶

1. Interest accrues at such rate, if any, as determined by us. Interest will be credited to your account at the times determined by us.
利息的利率(如有) 由本行決定，並按本行決定的時間存入貴司賬戶。
2. A statement of account will be sent to you every month or at such intervals as determined by us.
賬戶結單將於每月或本行所訂定的期限寄發予貴司。
3. Interest on your credit balance is calculated each day over a 360 or 365 (or 366 in a leap year) day year according to our usual practice of calculating interest for the relevant currency, at the rate determined by us and will be credited to your account at the times advised by us.
根據本行對相關貨幣計息的慣例，貴司存款餘額的利息根據本行決定的利率逐日計算，按照一年 360 天或 365 天（如屬閏年則為一年 366 天）來計，並在本行告知時間存入貴司賬戶。

D. Time and Call Deposits 定期和通知存款

1. Time, call and other deposits may be made in such minimum amounts and for such periods as determined by us.
定期、通知及其他存款可按由本行所決定的最低款額及期間存入。
2. Deposits in Hong Kong dollars may be made for same day value. Deposits in another currency may require 2 banking days' advance notice.
港元存款可以即日開始計息。以另一貨幣作出的存款可能須預先在兩個銀行營業日前通知。

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3. A deposit will be evidenced by a deposit confirmation issued by us. We may require surrender of the confirmation in order to withdraw the deposit. A new deposit confirmation will be issued for each renewal. Please examine deposit confirmations carefully and notify us immediately of any error.
存款將以本行發出的存款確認書作為證明。本行可能會要求交出確認書以提取存款。每次續期會發出一張新的存款確認書。請小心細閱存款確認書，如有任何錯誤，請立即通知本行。
4. Deposits may not be uplifted before maturity except at our discretion. Early uplift may result in no interest being payable, and may be subject to a charge in the amount determined by us. For a call deposit, maturity refers to the expiry of your notice of the agreed period to us. We may permit an early uplift subject to payment of our losses, expenses and charges (in the accounts determined by us). No interest will be payable on the deposit if an early uplift is permitted.
除本行按酌情決定外，未到期的存款不可提取。提取未到期的存款將不獲計付利息，及可能須收取費用，金額由本行決定。對於通知存款，到期指貴司給予本行通知的約定期限到期。本行可以允許（在本行決定的賬戶中）提前提取，但需繳付本行的損失、收費和費用。如允許提前提取，則不會在存款上支付利息。
5. A time deposit and interest thereon are payable at the end of the time period. If the deposit is denominated in a foreign currency, 2 banking days' notice to us is required for its uplift. If you have not given us instructions for withdrawal or renewal, interest will only be payable after maturity at our discretion and at the rate determined by us.
定期存款及其利息於期滿支付。如提取外幣存款，須於提取前兩個銀行營業日通知本行。如貴司未有給予本行提款或續期指示，本行將酌情決定是否在期滿後給予利息，利率則由本行決定。
6. Call deposits are repayable at the end of the agreed notice period after you have given us a withdrawal notice. Interest on call deposits is calculated at the rate, if any, determined by us for the call period on a daily basis and credited on the day the deposit is uplifted.
通知存款經由貴司給予本行提款指示後，在協定的通知期期滿後支付。通知存款的利息按本行所訂該通知期的利率（如有）每日計算，並在提取存款當日存入貴司之賬戶。
7. Interest on a time deposit is calculated on the principal amount at the agreed rate for the number of days from the effective date of the deposit up to but excluding the maturity date.
定期存款的利息根據本金款額及按照協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。
8. If a deposit would otherwise mature on a non-banking day, the deposit is repayable on the next banking day. Unless otherwise agreed, deposits are repayable only in Hong Kong at our office at which it was placed.
如果存款原應在非銀行營業日到期，存款可在下一個銀行營業日支付。除非另有約定，存款只會在香港存放該存款的本行辦事處支付。
9. On maturity of a deposit, the proceeds of such deposit will be dealt with in accordance with any instructions then received by us, requiring such proceeds to be:
當存款到期時，該存款的收益將由本行按照當時本行所受之以下指示進行處理：
 - 9.1 renewed (either principal plus interest or principal only) for the same deposit period or for a different period;
以相同或不同的存款期限續存（本金加利息或純本金）；
 - 9.2 credited, in whole or in part, to one or more savings or current accounts with us; or
全部或部分存入在本行開立的一個或多個儲蓄存款或往來賬戶；或
 - 9.3 dealt with in some other method agreed by us.
以本行同意的其他指示處理。
10. Unless we have received a valid instruction (either to make a payment or otherwise) on or before the maturity date of a deposit, we may, at our discretion, re-deposit the total amount of such deposit (including principal and interest) for a tenor as determined by us and at our then prevailing interest rate.
除非在存款到期日或之前收到有效指示（不論支付或其他），否則，本行會酌情將存款全額（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。
11. We reserve the right not to pay interest on the past due period for time deposits that are due.
本行保留不支付已到期存款於到期日之後利息的權利。

E. Remittance 匯款

1. 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 banking 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.
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貴司的賬戶扣除，但轉賬指示將於下一個銀行營業日處理。是否按同日價值付款須受制於轉賬目的地適用的截數時間。轉賬交收日則取決於目的地的地理位置而定，

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且本行可酌情決定。

2. Unless caused by our willful misconduct, we are not liable for any delay, error, loss, corruption or unauthorised interception of any messages sent by us or our correspondents or agents.
除非由本行故意的不當行為引起,否則本行不對任何由本行、本行往來銀行或代理行發出的訊息出現的延遲、錯誤、遺失、訛誤或未經授權的截取負上法律責任。
3. Interest will only accrue after the funds of an inward remittance are credited to your account. We will notify you within a reasonable time after receipt of the payment. For incoming cross-border payments, 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.
利息只會在匯入匯款貸記於貴司的賬戶後累計。本行將在收到款項後的一段合理時間內通知貴司。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於貴司的賬戶。假如本行未能如此行事,本行將通知貴司並提供解釋,除非本行有足夠理據不作通知及解釋。
4. Without prejudice to Condition A 9.6 above, 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 correspondence 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 A 節第 9.6 條的規定條件下,本行無須對由本行往來銀行或代理行(本行盡合理努力委任的有信譽的往來銀行或代理行)、任何政府機關或第三方的任何行為或遺漏,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往來銀行或代理行被阻止而不能向或為貴司支付款項,本行無義務向貴司作出解釋。

F. RMB Account (General Account) 人民幣賬戶(一般賬戶)

1. The conditions contained within these Conditions F (RMB Account) shall only apply to the RMB account(s) you opened with us. If there is any conflict between the conditions within these Conditions F (RMB Account) and other conditions of this General Conditions for Accounts in relation to a RMB account, the conditions within these Conditions F (RMB Account) shall prevail.
F 節(人民幣賬戶)所含條款將僅適用於於本行開立的人民幣賬戶。如此等條款與此賬戶一般條款中關於人民幣賬戶條文有任何抵觸,將以本 F 節(人民幣賬戶)的條文為準。
2. A corporate or other non-individual customer may apply for a RMB savings or current account with us.
企業或其他非個人客戶可向本行申請開立人民幣儲蓄賬戶或往來賬戶。
3. Currency conversion services (between Renminbi and other currencies) are provided by us at our sole discretion.
由本行全權酌情提供(人民幣與其他幣種之間)貨幣兌換服務。
4. You:
貴司:
 - 4.1 will comply with all laws of Hong Kong and the PRC, and all regulations and other requirements of any regulator or other authority in Hong Kong and the PRC, which are applicable to Renminbi services for corporate and non-individual customers;
須遵守適用於企業和非個人客戶的人民幣服務的香港或中國的一切法律、香港或中國的任何監管機構或其他當局的一切法規及其他規定;
 - 4.2 will operate such accounts in accordance with applicable laws, regulations or rules in Hong Kong, and shall not contravene any applicable laws, regulations or rules in the PRC. In particular, you will ensure that remittances to and from the PRC through your accounts are in compliance with applicable laws, regulations and rules in the PRC;
須根據香港適用的法律、法規或規定操作此類賬戶,且不可違反中國任何適用的法律、法規或規定。特別是貴司應確保通過貴司賬戶匯出至中國或從中國匯出的匯款符合中國適用的法律、法規和規定;
 - 4.3 will, within the time required by us, provide all such information and documents in connection with your accounts and transactions as may be required by us; and
須在本行規定的時間內,提供本行可能需要的與貴司賬戶及交易相關的一切資料及文件;以及
 - 4.4 will comply with all rules, conditions and requirements from time to time applied by us for the purposes of Renminbi services for corporate and other non-individual customers.
須遵守本行就企業或其他非個人客戶的人民幣服務而不時適用的一切規則、條款及規定。
5. We may:
本行可:

In the case of any discrepancy between English and Chinese version, the English version shall prevail. 如有差異,以英文版為準

- 5.1 take any action, with or without notice to you, to comply with any requirements of the clearing institution for Renminbi clearing and settlement services in Hong Kong, any agent bank in the PRC through which we conduct Renminbi clearing and settlement services, or any regulator or other authority in Hong Kong or the PRC;
在通知或無須通知貴司的情況下，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、本行經營人民幣交換及結算服務所透過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當局作出的任何規定；
- 5.2 make changes to these Conditions which apply to any RMB account or RMB service at any time and in line with the then current RMB rules, RMB clearing agreements and RMB requirements which then apply in the Hong Kong market;
本行可隨時按照屆時的人民幣規則、人民幣結算協議和人民幣要求或適用於屆時香港市場的情況對適用於任何人民幣賬戶或人民幣服務的此等條款進行修改；
- 5.3 without prejudice to Condition F 5.1 above, provide any information about you, your accounts and transactions to any entity referred to in Condition F 5.1 above;
在不損害上文 F 節第 5.1 條的規定下，向上文 F 節第 5.1 條提及的任何機構提供有關貴司、其賬戶及交易的任何資料；
- 5.4 delay or decline, without giving reason and without liability, to execute any of your instructions or to accept any Renminbi deposit; and
在無須說明理由及無須承擔責任的情況下，延遲或拒絕執行貴司的任何指示或接受任何人民幣存款；及
- 5.5 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。
6. For the RMB account(s) you opened with us:
對於貴司於本行開立的人民幣賬戶：
- 6.1 notwithstanding that an account is a RMB account, we shall nevertheless have the right and absolute discretion to make payment to or on behalf of you in respect of our obligation to you in relation to the 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:
儘管為人民幣賬戶，基於本行對貴司相關全部存款賬戶或部分賬戶所負責任，以下述任何方式支付款項擁有絕對的酌情權，且貴司無權對此提出反對意見：
- (a) by payment in RMB bank notes; or
以人民幣銀行本票支付；或
 - (b) by effecting telegraphic transfer in RMB, subject to the requirements as imposed by us or any regulatory body for telegraphic transfer from time to time; or
根據本行或任何監管機構不時施行的電匯要求，進行人民幣電匯；或
 - (c) by converting the relevant amount for payment into Hong Kong dollars at our prevailing telegraphic transfer rate of exchange at the time of conversion; or
以電匯即時匯率轉換相應金額以支付港元；或
 - (d) by applying more than one of the above manners; or
運用上述多個方式；或
 - (e) in any other manner which we in 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 (b) above, we shall have absolute discretion in the choice of correspondence(s). We are entitled to debit such RMB account of the amount of our charges and expenses and, as appropriate, those of our correspondents.
在上述(b)情形下，本行對於選擇往來銀行擁有絕對酌情權。本行有權在貴司人民幣賬戶扣除往來銀行收取的合理費用和支出。
- 6.2 our prevailing telegraphic transfer rate of exchange will be applied to all exchange transactions under RMB accounts. We reserve the right to levy commission in lieu of exchange, at a rate to be determined by us, on payment/receipt of funds in RMB bank notes and other currency notes and cheques.
本行現行電匯匯率將適用於所有人民幣賬戶下的兌換交易。本行保留徵收兌換手續費代替匯率的權利，費率由本行決定，並在以人民幣銀行本票和其他貨幣和支票支付/收取費用時收取。
7. Overdrafts in a RMB current account may be allowed only after prior arrangement have been made with us, and interest on daily balances will be charged at the rate as determined by us from time to time at our sole discretion. However, if we, notwithstanding

the absence of any prior arrangement, pass a debit through a RMB current account and an overdraft is created, then interest at a rate which we consider appropriate at our sole discretion will be charged on the overdrawn amount until such time as the said overdrawn amount has been fully settled.

人民幣往來賬戶僅在經過本行事先安排時才可透支，日均餘額利息按由本行全權酌情不時確定的利率收取。然而，若本行通過人民幣往來賬戶的借項，雖然未經任何事先安排，仍產生透支，本行將全權酌情確定合適的息率收取透支金額利息直到此透支金額全數繳清。

8. Overdrafts in RMB savings account(s) are not allowed.
不允許人民幣儲蓄賬戶透支。
9. Without prejudice to the foregoing, any RMB account maintained by you with us will be subject to all applicable limits, restrictions, regulations and other requirements imposed by any regulator or other authority in Hong Kong and the PRC from time to time.
在不損害前述條文情況下，貴司於本行開立的任何人民幣賬戶需遵守香港和中國任何監管機構或其他機關不時實施的所有適用的限制、監管、法規和其他要求。
10. Without affecting Condition A 14 (Tax compliance), you agree that RMB transactions involve extra currency risk as a result of currency, convertibility and other controls which are or may be imposed under RMB rules and which may affect the availability or convertibility of RMB, the availability of RMB transactions or gains or losses arising from RMB transactions.
在不影響第 A 14 條（稅務合規事項）的情況下，貴司同意人民幣交易會因貨幣、可兌換性及人民幣規則項下施加或可能施加的，及可能會影響人民幣的可用性或可兌換性、人民幣交易的可用性或人民幣交易所產生的收益或損失的其他管制而涉及額外的貨幣風險。
11. We may report all or any transactions and information relating to you, any RMB account or RMB services to the relevant authorities, clearing banks or domestic agent banks as necessary under the RMB rules or the RMB clearing agreements which apply. Unless the RMB rules or RMB clearing agreements say 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人民幣規則或人民幣結算協議向相關當局、結算銀行或國內代理行報告所有或任何與貴司、任何人民幣賬戶或人民幣服務相關的交易所資料。除非人民幣規則或人民幣結算協議另行規定，本行可在不通知貴司及在不給予理由的情況下如此行事。
12. We may not act on any instruction as a result of which the balance of an RMB account may (in our opinion) fall below any minimum limit or go over any maximum limit we have set. If an RMB 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 RMB account or transfer funds from the relevant RMB account to any of your other accounts (where necessary, converted at our then current exchange rate) so the RMB 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）將資金從貴司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貴司的任何其他賬戶（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。

G. US Dollar Account 美元賬戶

1. The conditions contained within this Condition G (US Dollar Account) shall only apply to the US Dollar account(s) you opened with us. If there is any conflict between the conditions within this Condition G (*US Dollar Account*) and other conditions of this General Conditions for Accounts in relation to a US Dollar account, the conditions within this Condition G (*US Dollar Account*) shall prevail.
G 節(美元賬戶)所含條款將僅適用於貴司在本行開立的美元賬戶(等)。若 G 節(美元賬戶)所含條款與此賬戶一般條款中關於美元賬戶的條文有任何抵觸，將以本 G 節(美元賬戶)的條文為準。
2. You may apply for a US Dollar savings or current account with us.
貴司可向本行申請開立美元儲蓄賬戶或往來賬戶。
3. Notwithstanding that an account is a US Dollar account, we shall nevertheless have the right and absolute discretion to repay you in full satisfaction of your deposit or any part thereof together with any accrued interest thereon in such account in any of the following manners and you shall have no right to object thereto:
儘管此賬戶為美元賬戶，本行仍有權並擁有絕對酌情權對貴司全部或部分存款(連同任何應計利息)通過以下方式進行支付，且貴司對此無權提出反對意見：
 - 3.1 by payment in US Dollar bank notes; or
以美元銀行本票支付；或
 - 3.2 by effecting telegraphic transfer in US Dollars, subject to the requirements as imposed by us or any regulatory body for telegraphic transfer from time to time; or
根據本行或任何監管機構不時實行的電匯要求，進行美元電匯；或

In the case of any discrepancy between English and Chinese version, the English version shall prevail. 如有差異，以英文版為準

- 3.3 by converting into Hong Kong dollars at our prevailing rate of exchange at the time of conversion; or
以即時匯率轉換為相應金額的港元支付；或
- 3.4 by applying more than one of the above; or
運用上述多種方式；或
- 3.5 in any other manner which we at our complete discretion think fit.
本行全權酌情權認為合適的其他任何方式。

In the case of 3.2 above, we shall have absolute discretion in the choice of correspondent(s). We are entitled to debit the US Dollar Account the amount of our charges and expenses and, as appropriate, those of our correspondents.
在上述 3.2 情形下，本行對於選擇往來銀行擁有絕對酌情權。本行有權在貴司的美元賬戶收取本行及往來銀行(如適用)的費用及開支。

H. Multi-currency Savings Account 綜合貨幣儲蓄賬戶

1. The conditions contained within this Condition H (*Multi-currency Savings Account*) shall only apply to the account(s) you opened in more than one designated currency with us. If there is any conflict between the conditions within this Condition H (*Multi-currency Savings Account*) and other conditions of this General Conditions for Accounts in relation to a Multi-currency Savings Account, the conditions within this Condition H (*Multi-currency Savings Account*) shall prevail.
H 節(綜合貨幣儲蓄賬戶)所含條款將僅適用於貴司在本行開立的多於一種指定貨幣的賬戶(等)。若 H 節(綜合貨幣儲蓄賬戶)所含條款與此賬戶一般條款中關於綜合貨幣儲蓄賬戶的條文有任何抵觸，將以本 H 節(綜合貨幣儲蓄賬戶)的條文為準。
2. A Multi-currency Savings Account may be opened in more than one designated currency with us with an initial deposit as to be determined by us from time to time.
本行可以開立擁有多於一種指定貨幣的綜合貨幣儲蓄賬戶，並不時規定最低開戶結餘。
3. Notwithstanding that the deposit has been made or is expressed to be in any foreign currency, we shall nevertheless have the right and absolute discretion to repay you in full satisfaction of your deposit or any part thereof together with any accrued interest thereon in such account in any of the following manners, either in the same foreign currency or different foreign currency or in Hong Kong dollars or in both, and you shall have no right to object thereto:
儘管此賬戶存款用於或載明用於任何外國貨幣，本行有權並擁有絕對酌情權通過以下方式對貴司全部或部分存款(連同應計利率)進行支付(使用同種外幣或不同的外幣或港元或兩者皆用)，且貴司對此無權提出反對意見：
 - 3.1 by issuing to you a cheque / draft to be drawn by us on a correspondent bank in the country of the currency of the account;
or
由本行通過貨幣所在國的往來銀行開具的支票/匯票支付；或
 - 3.2 by effecting telegraphic transfer in the currency of the relevant country; or
通過相關國家的貨幣進行電匯支付；或
 - 3.3 by converting into Hong Kong dollars at our prevailing rate of exchange at the time of conversion; or
以即時匯率轉換為相應金額的港元支付；或
 - 3.4 by applying more than one of the above; or
運用上述多種方式；或
 - 3.5 in any other manner which we at our complete discretion think fit.
本行全權酌情權認為合適的其他任何方式。

In cases 3.1 and 3.2 above, we shall have absolute discretion in the choice of correspondent(s). We are entitled to debit the Multi-currency Savings Account the amount of our charges and expenses and, as appropriate, those of our correspondents.
在上述 3.1 及 3.2 情形下，本行對於選擇往來銀行擁有絕對酌情權。本行有權在貴司的綜合貨幣儲蓄賬戶收取本行及往來銀行(如適用)的費用及開支。

4. Overdrafts in a Multi-currency Savings Account are not allowed.
綜合貨幣儲蓄賬戶不允許透支。

The Personal Data (Privacy) Ordinance – Personal Information Collection Statement 《個人資料（私隱）條例 — 收集個人資料聲明》

Statement to customers and other individuals relating to the Personal Data (Privacy) Ordinance (the “Ordinance”) and the Code of Practice on Consumer Credit Data (the “Code of Practice”) by China Everbright Bank Co., Ltd., Hong Kong Branch (Incorporated in the People’s Republic of China with limited liability) (the “Bank”)

中國光大銀行股份有限公司香港分行（在中華人民共和國成立的有限責任公司）（下稱「**本行**」）致客戶及其他個人有關《個人資料（私隱）條例》（「**條例**」）及《個人信貸資料實務守則》（下稱「**實務守則**」）的聲明通告

- (a) From time to time, it is necessary for customers and other individuals (including but not limited to applicants for banking/financial services and products and banking facilities; sureties and persons providing securities or guarantees for banking facilities; all of whom/which related to the Bank’s customer or an applicant, such as shareholders, directors, controlling persons, officers and managers of a body corporate customer, partners or members of a partnership, beneficial owners, trustees, settlors or protectors of a trust, account holders of a designated account and payers and payees of a designated payment; representatives, agents or nominees or any persons acting on behalf of a customer; and any other persons with whom a customer has a relationship that is relevant to the customer’s relationship with the Bank) (collectively, the “**Data Subjects**”, and each, a “**Data Subject**”) to supply the Bank with data in connection with various matters such as the opening or continuation of accounts and the establishment or continuation of banking facilities, or provision of banking/financial services and products, or compliance with any laws, guidelines or requests issued by regulatory or other authorities.

客戶和其他個人（包括但不限於銀行/財務服務及產品和銀行授信的申請人，為銀行授信提供抵押或擔保的擔保人及人士，所有與本行客戶或申請人相關的人士包括企業/法人團體的股東、董事、控制人、職員和管理人員、合夥商的合夥人或合夥成員、信託的實益擁有人、受託人、財產授予人或保障人、指定賬戶的賬戶持有人及指定收款的付款人及收款人，客戶的代表、代理、代名人或任何代表客戶行事的人士，以及與客戶建立了關係而該關係關乎客戶及本行的關係的任何其他人士）（下稱「**資料當事人**」），就各項事宜例如申請開立或延續賬戶、建立或延續銀行授信或本行提供銀行/財務服務及產品時、或為遵守任何法律或監管或其他機關發出的指引或要求，需要不時向本行提供有關的資料。

- (b) Failure to supply such data may result in the Bank being unable to open or continue accounts or provide or continue banking facilities or provide banking/financial services and products or comply with any laws or guidelines or requests issued by regulatory or other authorities.

若未能向本行提供該等資料，可能會導致本行無法開立或延續賬戶或建立或延續銀行授信或提供銀行/財務服務及產品或遵守任何法律或監管或其他機關發出的指引或要求。

- (c) It is also the case that data is collected from Data Subjects during the ordinary course of the continuation of the Bank’s relationship with Data Subjects, such as when Data Subjects write cheques or deposit money. Information may also be obtained from other sources such as credit reference agencies.

本行亦會從資料當事人與本行在關係持續的日常業務運作中，收集資料當事人的資料，例如，當資料當事人開出支票或存款時。本行亦會從其他來源收集資料當事人的資料，如從信貸資料服務機構獲取的資料。

- (d) The purposes under which data relating to Data Subjects may be used are as follows:

資料當事人的資料可能會用於下列用途：

- (i) considering and processing applications from Data Subjects for the establishment, variation and/or cancellation of the products, services and credit facilities;
考慮及處理資料當事人建立、變更及/或取消其產品、服務及信貸便利的申請；
- (ii) the daily operation of the products, services and credit facilities provided to Data Subjects;
提供產品、服務和信貸便利給資料當事人之日常運作；
- (iii) provision of bank references;
提供本行財務資信證明函；
- (iv) conducting credit checks (including without limitation upon applications for credit and upon periodic or special review of credit) and carrying out matching procedures (as defined in the Ordinance);
進行信貸調查（包括但不限於信用申請及信用定期或特別審查），並開展匹配程序（定義詳見條例）；
- (v) building and maintaining the Bank’s credit and risk rating systems;
編制及維持本行的信貸及風險評分模式；

- (vi) maintaining a credit track record of Data Subjects (whether or not there exists any relationship between Data Subjects and the Bank) for present and future reference;
保存資料當事人的信貸記錄（不論資料當事人和本行之間是否有任何關係），以作目前及將來參考之用；
- (vii) assisting other financial institutions, credit card issuing companies and debt collection agents to conduct credit checks and collect debts;
協助其他財務機構、信用卡發行商及追收賬款機構作信貸檢查及追討債務；
- (viii) monitoring and ensuring ongoing credit worthiness of Data Subjects;
監督及確保資料當事人信用維持良好；
- (ix) designing banking/financial services or related products for Data Subjects' use;
設計供資料當事人使用的銀行/財務服務或有關產品；
- (x) marketing of services or products and other subjects (please see further details in paragraph (m) below);
推廣服務或產品，以及其他促銷目的（更多詳情，請參看下述第(m)段）；
- (xi) determining the amounts of indebtedness owed to or by Data Subjects;
確定欠付資料當事人或其所欠的負債款額；
- (xii) enforcement of Data Subjects' obligations, and collection of debts owed and due by Data Subjects and from those providing security or guarantee for Data Subjects' obligations;
執行資料當事人應承擔的義務，及向資料當事人及為資料當事人的責任提供抵押或擔保的人士追收欠款；
- (xiii) complying with the obligations, requirements or arrangements, whether compulsory or voluntary, that apply to the Bank or a member of the CE Group or that it is expected to comply according to (the “**CE Group**” refers to *China Everbright Bank Co., Ltd.* and its holding companies, branches, representative offices, subsidiaries and affiliates (and affiliates include branches, subsidiaries and representative offices of the holding companies of *China Everbright Bank Co., Ltd.*));
遵循適用於本行或中國光大集團成員的責任、要求或安排（無論強制或自願），或其預計需遵守（「**中國光大集團**」指中國光大銀行股份有限公司及其控股公司、分支機構、代表辦事處、附屬公司和關聯公司（關聯公司包括中國光大銀行股份有限公司之控股公司的分支機構、附屬公司及代表辦事處））；
- (01) any law, regulation, judgment, court order, voluntary code, sanctions regime binding or applying to it within or outside the Hong Kong Special Administrative Region (“**Hong Kong**”) existing currently and in the future (“**Laws**”) (e.g. the Inland Revenue Ordinance (Chapter 112 of the Laws of Hong Kong) and its provisions including those concerning automatic exchange of financial account information);
在香港特別行政區（「**香港**」）境內或境外目前和將來存在的具法律約束力或通用的任何法律、法規、判決、法院命令、自願守則、制裁制度（下稱「**法律**」）（如《稅務條例》（香港法例第112章）及其包括關於自動交換財務賬戶資料的條文）；
- (02) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future and any international guidance, internal policies or procedures (e.g. guideline or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
在香港境內或境外目前和將來存在的司法、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的任何指引或指導，及任何國際指引、內部政策或程序（如稅務局包括關於自動交換財務賬戶資料的指引或指導）；
- (03) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or a member of the CE Group by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations;
本行或中國光大集團成員基於財務、商業、業務或其他利益或活動，根據本地或外地的司法、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的相關規定而承擔或執行的目前或將來的任何合約或其他承諾；
- (xiv) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the CE Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
遵守為符合制裁或預防或偵測洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於中國光大集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
- (xv) administering and processing insurance policies and medical, security and underwriting checks;
管理和處理保單、醫療、擔保和承保檢查；

In the case of any discrepancy between English and Chinese version, the English version shall prevail. 如有差異，以英文版為準

- (xvi) verifying Data Subjects' eligibility for insurance, financial or wealth management products;
核實資料當事人申請保險、金融或財富管理產品的資格；
 - (xvii) designing and providing Data Subjects with insurance, financial and related services and products;
設計及為資料當事人提供保險、金融及相關的服務和產品；
 - (xviii) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of Data Subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
使本行的實際或計劃承讓人，或本行對資料當事人的權利的參與人或附屬參與人評核意圖成為轉讓、參與或附屬參與的交易；及
 - (xix) fulfilling any other purposes relating thereto.
與上述有關的用途。
- (e) Data held by the Bank relating to a Data Subject will be kept confidential but the Bank may provide and/or disclose such data to any one or more of the following parties for the purposes set out in paragraph (d) above:
本行會對其持有的資料當事人資料保密，但本行可能會把該等資料提供及/或披露給任何一個或多個下述各方作為第(d)段列出的用途：
- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, data processing or storage, securities clearing or other services to the Bank in connection with the establishment, operation and maintenance of its business;
向本行提供行政、電訊、電腦、付款、數據處理或儲存，證券結算或其他與本行設立、運作及維持業務有關的服務的任何代理人、承包商或第三方服務供應者；
 - (ii) any other person under a duty of confidentiality to the Bank including a member of the CE Group which has undertaken to keep such information confidential;
任何對本行有保密責任的人（包括已承諾將該等資料保密的中國光大集團成員）；
 - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
付款銀行向出票人提供已兌現支票的副本（而其中可能載有關於收款人的資料）；
 - (iv) any person receiving payment from the Data Subject, the banker of such person and any intermediaries which may handle or process such payment;
任何從資料當事人收取付款的人士、其收款銀行及任何處理或辦理該付款的中介人士；
 - (v) any person making any payment into the Data Subject's account (by providing a copy of a deposit confirmation slip which may contain the name of the Data Subject);
向資料當事人的賬戶作出任何付款的任何人士（通過提供可能包含資料當事人名稱的存款確認單的副本）；
 - (vi) credit reference agencies, and, in the event of default, also to the debt collection agencies;
信貸資料服務機構；而在資料當事人欠賬時，則可將該等資料提供給追收賬款機構；
 - (vii) any person to whom the Bank or any member of the CE Group is under an obligation or otherwise required or is expected to make disclosure for, or in connection with, the purposes set out in paragraphs (d)(xiii) and (xiv) above;
本行或任何中國光大集團成員根據上述第(d)(xiii)及(xiv)段或與之有關的目的而有義務或以其他方式被要求或預期向其披露該等資料的任何人士；
 - (viii) 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;
本行的任何實在或建議承讓人或就本行對資料當事人的權利的參與人或附屬參與人或受讓人；
 - (ix) any party giving or proposing to give a guarantee or third party security to guarantee or secure the Data Subject's obligations; and
為對資料當事人的義務作出或擬作出擔保或第三方抵押的任何人士；及
 - (x) also the following parties:
也包括以下各方：
 - (01) any member of the CE Group;
任何中國光大集團成員；
 - (02) third party financial institutions, insurers, credit card companies, securities and investment services providers;
第三方金融機構、保險公司、信用卡公司、證券及投資服務供應商；
 - (03) third party reward, loyalty, co-branding and privileges programme providers;
第三方獎賞、忠誠獎賞及優惠計劃提供者；

- (04) co-branding partners of the Bank and/or any member of the CE 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); 本行及/或任何中國光大集團成員之聯名合作夥伴（有關服務和產品的申請表上會提供聯名合作夥伴的名稱（視屬何情況而定））；
 - (05) charitable or non-profit making organisations; and 慈善或非牟利機構；及
 - (06) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (d)(x) above. 就第(d)(x)段所列的用途獲本行聘用的外部服務提供者（包括但不限於郵遞機構、電訊公司、電話銷售及直銷代理、電話服務中心、數據資料處理公司及資訊科技公司）。
- (f) The data of a Data Subject may be transferred to a place outside Hong Kong for the purposes specified in paragraph (d) and to the parties set out in paragraph (e) above. Such data may be disclosed, processed and/or stored in accordance with the applicable laws, rules and regulations of that jurisdiction. 資料當事人的資料可能根據以上第(d)段所述的目的及第(e)段所列的人士被轉移到香港以外地區。該等資料可能按照該司法管轄區的適用法律、規則和規例進行披露、處理及/或儲存。
- (g) Under and in accordance with the terms of the Ordinance and the Code of Practice, any Data Subject has the right: 根據及按照條例中之條款及實務守則，任何資料當事人有權：
- (i) to check whether the Bank holds data about him/her and access to such data; 查核本行是否持有其資料及查閱該等資料；
 - (ii) to require the Bank to correct any data relating to him/her which is inaccurate; 要求本行改正任何有關其不準確之資料；
 - (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; 查明本行對於資料的政策及慣例和獲告知本行持有的個人資料種類；
 - (iv) in relation to consumer credit, to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agencies or debt collection agencies; and 在與個人信貸有關的情況下，要求獲告知那些資料通常會向信貸資料服務機構或追收賬款機構披露，以及獲提供進一步資料，藉以向有關信貸資料服務機構或追收賬款機構提出查閱及改正資料要求；及
 - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank upon termination of the account by full repayment, to make a request to the credit reference agency, to delete such account data from its database, as long as the instruction is given within 5 years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within 5 years immediately before account termination. Account repayment data include 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)). 就本行向信貸資料服務機構提供的任何賬戶資料（為免生疑問，包括任何賬戶還款資料），於全數清還欠賬後結束賬戶時，指示本行要求信貸資料服務機構自其資料庫中刪除該等賬戶資料，但指示必須於賬戶結束後五年內提出及於緊接終止信貸前五年內沒有任何拖欠為期超過60日的欠款。賬戶還款資料包括上次到期的還款額，上次報告期間（即緊接本行上次向信貸資料服務機構提供賬戶資料前不多於31日的期間）所作還款額，剩餘可用信貸額或未償還數額及欠款資料（即過期欠款額及逾期還款日數，清還過期欠款的日期，及全數清還拖欠為期超過60日的欠款的日期（如有））。
- (h) In the event of any default in 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 as measured by the Bank from the date such default occurred, the account repayment data (as defined in paragraph (g)(v) above) of the Data Subject may be retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default. 在賬戶出現任何欠款的情況下，除非欠款金額在由出現拖欠日期起計60天屆滿前全數清還或撇賬（因破產令導致除外），信貸資料服務機構可由全數清還欠款金額之日起計五年保留賬戶還款資料（定義見上述第(g)(v)段）。

- (i) In the event any amount in an account is written-off due to a bankruptcy order being made against a Data Subject, the account repayment data (as defined in paragraph (g)(v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of discharge from a bankruptcy as notified by the Data Subject with evidence to the credit reference agency, whichever is earlier.
當資料當事人因被頒布破產令而導致任何賬戶金額被撇賬，不論賬戶還款資料是否顯示任何拖欠為期超過60日的還款，該賬戶還款資料（定義見上述第(g)(v)段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年，或由資料當事人提出證據通知信貸資料服務機構其已獲解除破產令後保留多五年（以較早出現的情況為準）。
- (j) The Bank may have obtained a credit report on the Data Subject and any of his/her sureties from a credit reference agency in considering any application for credit. If the Data Subject or any of his/her sureties wishes to access the credit report, the Bank will provide the contact details of the relevant credit reference agency.
本行在批核信貸申請時，可能參考由信貸資料服務機構提供有關資料當事人的信貸報告。假如資料當事人有意索取有關報告，可要求本行提供有關信貸資料服務機構的聯絡詳情。
- (k) The Bank may access the database of credit reference agencies for the purpose of credit review from time to time which may involve the consideration by the Bank of any of the following matters:
本行可查閱任何信貸資料服務機構的數據庫，以便不時進行信貸覆核，且可能會考慮以下任何事宜：
- (i) an increase in the credit limit;
增加信貸額；
 - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit limit); or
對信貸作出限制（包括取消信貸或減低信貸額）；或
 - (iii) the implementation of a scheme of arrangement with the Data Subject.
與資料當事人實行債務還款安排。
- (l) With respect to data in connection with mortgages applied by a Data Subject (whether as a borrower, mortgagor or guarantor and whether in the Data Subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the Data Subject (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:
就資料當事人（不論以借款人、按揭人或擔保人身分，以及不論以資料當事人單名或與其他人士聯名方式）自2011年4月1日起或以後申請的按揭相關資料，本行可能會把下列資料當事人的資料（包括不時更新任何下列資料的資料）以本行名義及/或代理人名義提供給信貸資料服務機構：
- (i) full name;
全名；
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the Data Subject's sole name or in joint names with others);
就每宗按揭的身份（即作為借款人、按揭人或擔保人及不論是以資料當事人單名或與其他人士聯名方式）；
 - (iii) Hong Kong Identity Card Number or travel document number;
香港身份證號碼或旅遊證件號碼；
 - (iv) date of birth;
出生日期；
 - (v) correspondence address;
通訊地址；
 - (vi) mortgage account number in respect of each mortgage;
就每宗按揭的按揭賬戶號碼；
 - (vii) type of the facility in respect of each mortgage;
就每宗按揭的信貸種類；
 - (viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
就每宗按揭的按揭賬戶狀況（如有效、已結束、已撇賬（因破產令導致除外），因破產令導致已撇賬）；及
 - (ix) if any, mortgage account closed date in respect of each mortgage.
就每宗按揭的按揭賬戶結束日期（如適用）。

The credit reference agencies will use the above 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 with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively, whether in the Data Subject's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agencies by credit providers (subject to the requirements of the Code of Practice).

信貸資料服務機構將使用上述由本行提供的資料統計資料當事人（分別以借款人、按揭人或擔保人身份，及以資料當事人本人單名或與其他人士聯名方式）不時與香港信貸提供者間持有的按揭宗數，並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用（須受實務守則的規定所限）。

USE OF DATA IN DIRECT MARKETING 使用資料作直接促銷

(m) The Bank intends to use a Data Subject's data in direct marketing and the Bank requires the Data Subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

本行擬使用資料當事人的資料作直接促銷及本行須為此目的取得資料當事人同意（包括資料當事人不反對之表示）。據此，請注意如下：

- (i) the name, contact details, products and other services portfolio information, transaction pattern and behaviour, financial background and demographic data of a Data Subject held by the Bank from time to time (the **"Specified Data"**) may be used by the Bank in direct marketing;
本行不時持有資料當事人的姓名、聯絡詳情、產品及服務投資組合信息、交易模式及行徑、財務背景及統計資料（下稱「**指定資料**」）可能被本行用於直接促銷；
- (ii) the following classes of services, products and subjects (the **"Specified Services"**) may be marketed:
以下可作推廣的服務、產品和促銷類別（下稱「**指定服務**」）：
 - (01) financial, insurance, credit card, banking and related services and products;
財務、保險、信用卡、銀行及相關服務和產品；
 - (02) reward, loyalty or privileges programmes and related services and products;
獎賞、忠誠獎賞或優惠計劃及相關服務和產品；
 - (03) services and products offered by co-branding partners of the Bank and/or any member of the CE 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); and
本行及/或任何中國光大集團成員之聯名合作夥伴提供之服務和產品（有關服務和產品的申請表上會提供聯名合作夥伴的名稱（視屬何情況而定））；及
 - (04) donations and contributions for charitable and/or non-profit making purposes;
為慈善和/或非牟利目的之捐款及捐贈；
- (iii) the Specified Services may be provided or (in the case of donations and contributions) solicited by the Bank and/or the following persons (the **"Users"**):
指定服務可由本行及/或以下人士（下稱「**資料使用者**」）提供或募捐（如涉及捐款和捐贈）：
 - (01) any member of the CE Group;
任何中國光大集團成員；
 - (02) third party financial institutions, insurers, credit card companies, securities and investment services providers;
第三者金融機構、保險公司、信用卡公司、證券及投資服務供應商；
 - (03) third party reward, loyalty, co-branding or privileges programme providers;
第三方獎賞、忠誠獎賞、聯名合作及優惠計劃供應商；
 - (04) co-branding partners of the Bank and/or any member of the CE 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); and
本行及任何中國光大集團成員之聯名合作夥伴（有關服務和產品的申請表上會提供聯名合作夥伴的名稱（視屬何情況而定））；及
 - (05) charitable or non-profit making organisations;
慈善或非牟利機構；
- (iv) in addition to marketing the Specified Services itself, the Bank also intends to provide the Specified Data to all or any of the Users for use by them in marketing the Specified Services, and the Bank requires the Data Subject's written consent (which includes an indication of no objection) for that purpose;

除由本行促銷指定服務外，本行同時擬提供指定資料至上述所有或其中任何資料使用者，藉以用於促銷指定服務，而本行須為此目的取得資料當事人書面同意（其中包括資料當事人不反對之表示）；

- (v) the Bank may receive money or other property in return for providing the data to the Users in paragraph (m)(iv) above and, when requesting the Data Subject's consent or no objection as described in paragraph (m)(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.

本行可能會從提供資料給第(m)(iv)段所述資料使用者中獲得金錢或其他形式的報酬，在取得資料當事人的同意或不反對之表示（如第(m)(iv)段所述），本行將通知資料當事人是否從提供資料給其他人士中獲得金錢或其他形式的報酬。

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. A Data Subject may, at any time require the Bank to cease to use or provide the Specified Data in direct marketing, by sending an opt-out request letter to the Bank at the address set out in paragraph (o) below or such other ways as provided by the Bank from time to time.

若資料當事人不願意本行使用或提供其資料予其他人士以用於以上所述之直接促銷用途，資料當事人可通知本行以行使其拒絕促銷的權利。資料當事人可隨時向本行寄送拒絕促銷的要求（地址如下述第(o)段所示）或通過本行不時提供的其他方式，要求本行停止使用或提供指定資料用於直接促銷用途。

- (n) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.

根據條例的條款，本行有權就處理任何查閱資料的要求收取合理費用。

- (o) The person to whom opt-out requests in relation to a Data Subject's personal data for direct marketing, or requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed as follows:

任何有關資料當事人拒絕就其個人資料用作直接促銷之要求，或關於查閱或改正資料或索取有關資料政策及慣例或所持有的資料種類的要求，應向下列人士提出：

Data Protection Officer

**China Everbright Bank Co., Ltd., Hong Kong Branch,
23/F Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong
Fax: 2143 2188 Tel: 3123 9888**

資料保障主任

**中國光大銀行股份有限公司香港分行
香港灣仔告士打道108號光大中心23樓
傳真：2143 2188 電話：3123 9888**

- (p) Nothing in this statement shall limit the rights of Data Subjects under the Ordinance.

本聲明通告不會限制資料當事人在條例下所享有的權利。

- (q) In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

本聲明通告的中英文版本如有任何歧異，概以英文版本為準。

Confirmation regarding The Personal Data (Privacy) Ordinance – Personal Information Collection Statement 個人資料(私隱)條例—收集個人資料聲明之確認書

Dear Valued Customer
尊貴的客戶：

Use of your account information in accordance with the General Conditions for Accounts and the Personal Data (Privacy) Ordinance – Personal Information Collection Statement

根據賬戶一般條款及個人資料(私隱)條例 - 收集個人資料聲明使用閣下/貴司之賬戶資料

The General Conditions for Accounts (the “General Conditions”) and the Personal Data (Privacy) Ordinance – Personal Information Collection Statement (the “PICS”) of China Everbright Bank Co., Ltd., Hong Kong Branch (“Bank”) contain important information about how the Bank may use the information in relation to your account (such information, the “Account Information”) and to whom your Account Information may be transferred.

中國光大銀行股份有限公司香港分行(下稱「本行」)發出的賬戶一般條款(下稱「一般條款」)及個人資料(私隱)條例 - 收集個人資料聲明(下稱「收集個人資料聲明」)，載列了本行如何使用客戶的賬戶資料(該等資料稱為「賬戶資料」)，及將閣下/貴司之賬戶資料轉移至第三方的重要信息。

Use of your Account Information pursuant to the General Conditions and the PICS

根據一般條款及收集個人資料聲明使用閣下/貴司之賬戶資料

- The General Conditions has provided, inter alias, the following:
一般條款作出了其他方面以外的下列規定：

Conditions A 14.2: *If you are a resident of the USA, you acknowledge that you are subject to the laws applicable for the time being in the USA and undertake to make such filings and reporting as are required under the applicable laws of USA or other relevant jurisdiction in relation to the deposit accounts with us, . . . You confirm that the disclosure to the authorities of any applicable jurisdiction, if required by any applicable law or order, of any information pertaining to your relationship with us, would not constitute a violation of any applicable banking secrecy laws or practices and expressly release us from any liability arising from such disclosure.*

第A 14.2條：如果貴司為美國居民，貴司確認貴司受現時適用的美國法律約束且承諾根據適用美國法律或其他與在本行開立存款賬戶相關的司法管轄區的法律提交文件及報告，...。貴司確認，貴司若根據任何適用法律或法規要求，向任何適用司法管轄區所做的包含與本行之關係的資訊披露，將不構成違反任何適用的銀行保密法律或慣例且明確豁免本行在此披露中的任何責任。

Conditions A 16.1(f): *We may disclose any information about your account to . . . any person pursuant to a requirement of law or an order of any government authority or court.*

第A 16.1(f)條：本行可將貴司的賬戶的任何資料向如下人士披露：...任何根據法律或政府機關或法院規定要求而有責任向其作出披露的任何人士。

Conditions A 21.3: *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.*

第A 21.3條：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、規例、規則或常規（包括監管機構、香港銀行公會、交易所及結算所的規則、守則、指引及慣例）。以上所有行動及不作為均對貴司具約束力。

- The PICS has provided, inter alia, the following:
收集個人資料聲明作出了其他方面以外的下列規定：

Paragraph (d)(xiii) and (xiv): *The circumstances under which data relating to Data Subjects may be used are as follows:*
資料當事人的資料可能會用於下列用途：-

(xiii) *complying with the obligations, requirements or arrangements, whether compulsory or voluntary, that apply to the Bank or a member of the Bank's group or that it is expected to comply according to:*

遵循適用於本行或本行的集團成員的責任、要求或安排(無論強制或自願)，或其預計需遵守：-

(01) *any law, regulation, judgment, court order, voluntary code, sanctions regime binding or applying to it within or outside the Hong Kong Special Administrative Region (“Hong Kong”) existing currently and in the future (“Laws”)(e.g. the Inland Revenue Ordinance (Chapter 112 of the Laws of Hong Kong) and its provisions including those concerning automatic exchange of financial account information);*

在香港特別行政區（“香港”）境內或境外目前和將來存在的具法律約束力或通用的任何法律、法規、判決、法院命令、自願守則、制裁制度（“法律”）（如稅務條例（香港法例第112章））及其包括關於自動交換財務賬戶資料的條文）；

- (02) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future and any international guidance, internal policies or procedures (e.g. guideline or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);

在香港境內或境外目前和將來存在的法律、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的任何指引或指導，及任何國際指引、內部政策或程序（如稅務局包括關於自動交換財務賬戶資料的指引或指導）；

- (03) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or a member of the Bank's group by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations (together “Authorities”); and

本行或本行的集團成員基於財務、商業、業務或其他利益或活動，根據本地或外地的法律、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（統稱“權力機關”）的相關規定而承擔或執行的目前或將來的任何合約或其他承諾；及

- (04) any agreement or treaty between the Authorities.

權力機關之間的任何協議或條約。

- (xiv) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities.

遵守為符合制裁或預防或偵測洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於本行的集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排。

The Bank would like to draw your attention that pursuant to the foregoing provisions of the General Conditions and the PICS, your Account Information will be used by the Bank for the following purposes:

本行敬請閣下/貴司注意，根據一般條款及收集個人資料聲明的上述條文，閣下/貴司的賬戶資料將被本行用作以下用途：

- (a) to perform due diligence on the Bank's customers to ascertain whether they are specified USA persons as defined under the United States Foreign Account Tax Compliance Act (“FATCA”);
對本行客戶進行盡職調查，以確定其是否美國《海外賬戶稅收合規法案》（“FATCA”）所規範之美國公民；
- (b) to provide information relating to the Bank's customers and report FATCA status to the Internal Revenue Service of the United States, if applicable; and
（如適用）向美國稅務局提供有關本行客戶的資料及匯報其稅務狀況；及
- (c) to collect withholding tax imposed by the FATCA, if applicable.
（如適用）收取FATCA所實施之預扣稅。

Your consent 客戶同意

We request that you sign on the Account Opening Form as a consent to use of your personal data for the aforesaid purpose(s).
本行要求閣下/貴司於開戶表格上回執簽署，同意本行使用閣下/貴司的個人資料用作上述目的。

Effect of Refusal to use your Account Information pursuant to the General Conditions and the PICS 拒絕同意根據一般條款及個人資料收集聲明以使用賬戶資料的後果

As use of the Account Information in accordance with the General Conditions and the PICS relates to the core purpose of providing service to you, the Bank may be prevented from providing you with services if you do not accept the use of your Account Information for the foregoing purpose. In this regard, please notify the Bank to terminate your account if you refuse the use of your Account Information for the purposes set out above.

根據一般條款及個人資料收集聲明使用賬戶資料關乎於本行向閣下/貴司提供服務之核心用途，如閣下/貴司拒絕接受使用閣下/貴司之賬戶資料作上述用途，本行可能無法再為閣下/貴司服務。據此，如閣下/貴司拒絕接受使用閣下/貴司之賬戶資料作上述用途，請閣下/貴司通知本行結清閣下/貴司於本行開立的賬戶。

If you have any questions regarding this letter, the General Conditions and the PICS, please contact our Compliance Department at (852)3123 9563.

如閣下/貴司對本函、一般條款及收集個人資料聲明有任何問題，請聯絡本行合規部（電話：(852)3123 9563）。

Yours faithfully,

China Everbright Bank Co., Ltd., Hong Kong Branch
中國光大銀行股份有限公司香港分行 謹啟

Customer Terms and Conditions relating to Faster Payment System 有關快速支付系統的客戶條款及細則

1. Bank Services relating to Faster Payment System 有關快速支付系統的銀行服務

- (a) We provide the Bank Services to customers to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The Bank Services are therefore subject to the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time. These Terms and Conditions governs our provision to you and your use of the Bank Services. The Bank Services form part of our banking services. These Terms and Conditions supplements and forms part of our GENERAL CONDITIONS FOR ACCOUNTS ("Existing Terms"). The provisions of the Existing Terms continue to apply to the Bank Services to the extent that they are relevant and not inconsistent with the provisions in these Terms and Conditions. Unless otherwise specified, the provisions of these Terms and Conditions prevail if there is any inconsistency between them and the provisions of the Existing Terms with respect to the Bank Services.

本行向客戶提供銀行服務讓客戶使用快速支付系統進行付款及資金轉帳。快速支付系統由結算公司提供及運作。因此，銀行服務受結算公司不時就快速支付系統施加的規則、指引及程序規限。本條款及細則規管本行為閣下提供銀行服務及閣下使用銀行服務。銀行服務構成本行提供的整體銀行服務的一部份。本條款及細則補充本行現有的賬戶一般條款（「現有條款」），並構成現有條款的一部份。凡與銀行服務相關並與本條款及細則的條文無不一致的現有條款將繼續適用於銀行服務。就銀行服務而言，除非另有指定，若本條款及細則的條文跟現有條款的條文出現不一致，均以本條款及細則的條文為準。

- (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 these Terms and Conditions. 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 these Terms and Conditions.

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帳，閣下即被視為已接受本條款及細則的條文並受其約束。除非閣下接受本條款及細則的條文，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帳。

- (c) We may provide the FPS Bank Services at our own discretion to customers 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. The customer will be informed that the payment or fund transfer will be made using the HKICL FPS before the customer confirms the instruction. By confirming the instruction, the customer will be regarded as having accepted and will be bound by the provisions of these Terms and Conditions. If the customer does not accept the provisions of these Terms and Conditions, the customer should cancel the instruction.

本行有權自行決定向發出任何付款或資金轉帳指示的客戶提供快速支付銀行服務。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帳指示。在客戶確認指示前，客戶將被通知付款或資金轉帳會經結算公司快速支付系統處理。客戶確認指示將被視為已經接受和受本條款及細則的條文約束。如客戶不接受本條款及細則的條文，客戶應該取消指示。

- (d) In these Terms and Conditions, the following terms have the following meanings:

在本條款及細則，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.

「帳戶綁定服務」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（而非帳戶號碼）識別一項付款或資金轉帳指示的接收地，或其他有關結算公司快速支付系統的通訊的接收地。

"Bank Services" means the services (including the QR Code Services) provided by us to customers 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.

「銀行服務」指本行向客戶不時提供的服務（包括二維碼服務），讓客戶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帳戶綁定服務、電子直接付款授權服務及任何其他服務及設施，進行付款及資金轉帳。

"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.

「預設帳戶」指閣下於本行或任何其他參與者維持的帳戶，並設置該帳戶為預設帳戶，以使用結算公司快速支付系統收取付款或資金，或（如結算公司的規則、指引及程序指明或許可並在指明或許可的範圍內）支取付款或資金。

In the case of any discrepancy between English and Chinese version, the English version shall prevail. 如有差異，以英文版為準

"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 authorisation.

「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帳戶關聯的獨有隨機號碼。

"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、資金轉帳及其他付款交易；及(ii)就電子直接付款授權服務及帳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，該參與者可為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帳戶綁定服務登記的識別資料，以識別參與者的客戶帳戶，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 customers 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帳服務。

"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 the 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、彼等各自的聯繫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、規例或法庭判令，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）發出的任何規則、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 Bank 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 Bank Services.

「閣下」及「閣下的」指本行提供銀行服務的每位客戶，及如文義允許，包括任何獲客戶授權向本行發出有關使用銀行服務的指示或要求的人士。

"we", "us" and "our" means China Everbright Bank Co., Ltd., Hong Kong Branch and its successors and assigns.

「本行」及「本行的」指中國光大銀行股份有限公司香港分行及其繼承人及受讓人。

2. Scope of Bank Services and conditions for use 銀行服務的範圍及使用條款

- (a) We provide the Bank Services to customers 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 Bank Services and the conditions and procedures for using the Bank Services. In order to use the Bank Services, you have to accept and follow these conditions and procedures.
本行向客戶提供銀行服務，讓客戶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帳戶綁定服務、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帳。本行有權不時制定或更改銀行服務的範圍及使用銀行服務的條款及程序。閣下須接受及遵守此等條款及程序方可使用銀行服務。
- (b) We may provide the Bank Services to facilitate payment and funds transfer in any currency specified by us from time to time, including Hong Kong dollars and Renminbi.
本行可提供銀行服務，以本行不時指定的幣種（包括港幣及人民幣）進行付款及資金轉帳。
- (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帳的指示。
- (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帳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 Bank 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銀行服務，而無需給予通知或理由。

3. Addressing Service 帳戶綁定服務 - registration and amendment of Proxy ID and related records 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帳戶綁定服務收取付款或資金轉帳。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則、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 authorise 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帳戶（不論該等帳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帳戶設置為預設帳戶。當閣下指示本行代閣下設置或更改預設帳戶，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帳戶。

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帳戶號碼或客戶識別號碼或代碼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 識別代號及帳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.

閣下只可為自己的帳戶登記閣下自己的識別代號，亦只可為自己的帳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帳戶綁定服務及電子直接付款授權服務的帳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帳戶，即確認閣下為相關識別代號或帳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.

任何閣下用作登記帳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需通知及閣下同意，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（包括任何收款人帳戶資料）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索償負任何責任。

- (ii) Without prejudice to the generality of sub-paragraph (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帳指示時，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帳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.

In the case of any discrepancy between English and Chinese version, the English version shall prevail. 如有差異，以英文版為準

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帳戶，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帳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帳，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 更改預設帳戶

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帳戶的帳戶（包括該帳戶被暫停或終止），結算公司的系統會自動按帳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帳戶。閣下如欲設置另一帳戶作為預設帳戶，閣下須透過維持該帳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帳，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 Bank Services responsibly 負責任地使用銀行服務

You must use the Bank 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銀行服務，尤其需要遵守下列責任：

- (i) You must comply with all Regulatory Requirements that govern your use of the Bank 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 Bank Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL.

閣下必須遵守所有規管閣下使用銀行服務的監管規定，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。閣下不得使用銀行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 unauthorised 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帳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帳的責任

- (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.

In the case of any discrepancy between English and Chinese version, the English version shall prevail. 如有差異，以英文版為準

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 Bank Services will be handled by us in accordance with these Terms and Conditions 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 authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.

本行將按本條款及細則及現有條款下的適用條款處理閣下就銀行服務的任何指示。閣下須遵守其他有關付款、資金轉帳及直接付款授權的責任，包括但不限於在相關帳戶存有足夠資金用作不時結清付款及資金轉帳指示。

- (i) You are responsible for your authorised persons 閣下須就授權人士負責

Where you authorise any other person to give instructions or requests to us in connection with the use of the Bank 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銀行服務的指示或要求（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 authorised 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 authorised 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 authorised by you will comply with the provisions of these Terms and Conditions 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條款及細則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 Bank 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.

閣下有責任支付本行或其他參與者就快速支付銀行服務不時釐訂之價格及費用。

6. Our responsibility and restriction 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)條或現有條款的影響下：

- (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 Bank Services or the processing or execution of instructions or requests given by you in relation to the Bank 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;

In the case of any discrepancy between English and Chinese version, the English version shall prevail. 如有差異，以英文版為準

本行無須負責閣下或任何其他人士有關或因使用銀行服務，或有關或因處理或執行閣下就有關銀行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：

- (1) your failure to comply with your obligations relating to the Bank Services; and
閣下未遵守有關銀行服務的責任；及
- (2) 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、訊息及指標的任何延誤或錯誤；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、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），本行、本行的關聯公司或集團公司、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 these Terms and Conditions, we reserve the right not to accept or otherwise reject any instruction given by you in relation to the FPS Bank 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 Bank Services with or without notice for any reason, including but not limited to:

在不損害本條款及細則其他條文下，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銀行服務所作出的指示。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銀行服務所作出的指示，當中包括但不限於：

- (i) if we are of the opinion that:

當本行認為：

- (1) 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
- (2) there are not sufficient available funds in the relevant account for settling the relevant payment or funds transfer instructions from time to time; or
相關戶口並沒有足夠資金去完成有關付款或轉帳指示；或
- (3) the processing of the relevant payment or funds transfer instructions may breach any applicable laws or regulations; or
處理有關付款或轉帳指示會違反任何適用法例或規定；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、滿足或履行與防犯欺詐或風險管理相關或其他本行認為應該要採取的措施或程序）。

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 Bank Services for any reason.

本行不會對任何人士因閣下就快速支付銀行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

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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 Bank Services or your use of the Bank 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影響下，本行及本行人員、僱員及代理（或任何一人）有關或因本行提供銀行服務或閣下使用銀行服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害賠償、成本、費用及開支（包括以全面彌償基準引致的法律費用及其他合理開支），以及本行及本行人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，閣下須作出彌償並使本行及本行每名人員、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 Bank Services.

如任何責任、申索、要求、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。上述彌償在銀行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 Bank 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:

為了使用銀行服務，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
閣下付款或資金轉帳的收款人，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, authorised 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 Bank Services are collectively referred to as "Customer Information".

本行不時就有關銀行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, authorised persons and representatives) that we may collect, use, process, retain or transfer any of the Customer Information for the purposes of the Bank 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）本行可為銀行服務的用途收集、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 Bank Services to you, maintaining and operating the Bank Services;
向閣下提供銀行服務，維持及運作銀行服務；
- (ii) processing and executing your instructions and requests in relation to the Bank Services from time to time;
處理及執行閣下不時有關銀行服務的指示及要求；
- (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。

In the case of any discrepancy between English and Chinese version, the English version shall prevail. 如有差異，以英文版為準

- (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，作為提供及運作帳戶綁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 Clause.

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.

本第八條，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帳資料，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規格及標準方能獲接納。**在確認任何付款或資金轉帳指示之前，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帳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，以使用二維碼服務。

- (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維碼服務的資格，本行有權取消二維碼應用程式內閣下的帳戶及/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 authorised to provide the QR Code Services.

本行無意於其法律或規例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例。

In the case of any discrepancy between English and Chinese version, the English version shall prevail. 如有差異，以英文版為準

(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 authorised 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 restriction 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.**

二維碼服務是基於「現在既有狀態」提供,概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

- (1) 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,本行明確卸棄所有不論種類的明示或暗示保證及條件。

- (2) 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。

Terms and Conditions for Corporate e-Banking Services

企業網上銀行服務條款與細則

1. Definition 定義

In these Conditions, unless the context otherwise specifies:

除非在此等細則中另有定義，下列用語應作如下定義和解釋：

- 1.1 “**Administrator**” means any person appointed by you to manage your User(s) on behalf of you for the use of our Corporate e-Banking Services, including but not limited to adding or removing any User(s), setting account access rights, and setting or resetting Password.
“**管理員**”是指由客戶委任的任何人員代表客戶管理客戶的用戶使用本行企業網上銀行服務，其權限包括但不限於新增或刪除用戶，設置用戶的賬戶使用權限，及設置或重置密碼。
- 1.2 “**Administrator No.**” means the sequence of numbers and letters assigned by you for identifying the Administrator.
“**管理員號**”是指由客戶指定的一系列號碼及字母，用於識別管理員。
- 1.3 “**Application Form**” means the application form provided to you by us for the purpose of applying for access to our Corporate e-Banking Services.
“**申請表格**”是指本行向客戶提供的，用作申請使用本行企業網上銀行服務的申請表格。
- 1.4 “**Approver**” means any person appointed by you to approve any Electronic Instruction(s) submitted by an Operator through our Corporate e-Banking Services.
“**批准人員**”是指由客戶委任的任何人員以批准操作員通過本行企業網上銀行服務提交的任何電子指令。
- 1.5 “**Approver No.**” means the sequence of numbers and letters assigned by you for identifying the Approver.
“**批准人員號**”是指由客戶指定的一系列號碼及字母，用於識別批准人員。
- 1.6 “**Client Certificate**” means a digital certificate issued by a certification authority that is approved by us, including without limitation China Financial Certification Authority, for the purpose of identifying the person to whom it is issued and for supporting digital signing of any Electronic Instruction(s).
“**客戶證書**”是指用由本行認可的認證機構(包括但不限於中國金融認證中心)所發出的電子證書，以用於識別持有該電子證書的人士及支援任何電子指令的電子簽署。
- 1.7 “**Client No.**” means the number we issue to you for identifying your identity for access to and use of our Corporate e-Banking Services.
“**客戶號**”是指本行向客戶發出的，用於識別登錄及使用本行企業網上銀行服務的客戶身份的號碼。
- 1.8 “**Conditions**” means these Terms and Conditions for Corporate e-Banking Services as the same may be amended from time to time.
“**細則**”是指此等企業網上銀行服務條款與細則，及其不時之修訂。
- 1.9 “**Corporate e-Banking Services**” means any banking product and service provided by us through the internet or proprietary network in accordance with the security mode agreed between you and us.
“**企業網上銀行服務**”是指本行通過互聯網或私有網路(該等網路符合雙方對安全模式的要求)為企業客戶提供的任何銀行業務產品及服務。
- 1.10 “**Delegate**” means any of the Administrator(s) and User(s) who is/are authorized by you from time to time.
“**客戶代表**”是指客戶不時授權的任何管理員及用戶。
- 1.11 “**Electronic Instruction(s)**” means any request, instruction, order, message, or information received by us through our Corporate e-Banking Services or pursuant to our Corporate e-Banking Services.
“**電子指令**”是指本行通過或根據本行企業網上銀行服務收到的任何要求、指令、指示、通訊或資訊。
- 1.12 “**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China.
“**香港**”是指中華人民共和國香港特別行政區。
- 1.13 “**Operator**” means any person appointed by you to use our Corporate e-Banking Services and to submit Electronic Instruction(s) through our Corporate e-Banking Services.
“**操作員**”是指由客戶委任使用本行企業網上銀行服務及通過本行企業網上銀行服務提交電子指令的任何人員。
- 1.14 “**Operator No.**” means the sequence of numbers and letters assigned by you for identifying the Operator.
“**操作員號**”是指由客戶指定的一系列號碼及字母，用於識別操作員。

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- 1.15 “**Password**” means any sequence of numbers and/or letters, code, or phrase issued to you by us or adopted by you for use in connection with access to and/or use of the Corporate e-Banking Services.
“**密碼**”是指由本行向客戶發出的或客戶自行採用的用於登錄及/或使用企業網上銀行服務的任何一系列號碼及/或字母、編碼或片語。
- 1.16 “**USBKey**” means a highly-secured storage medium provided by us for use in connection with the access to and/or use of our Corporate e-Banking Services.
“**陽光網盾**”是指由本行提供的，用於登錄及/或使用本行企業網上銀行服務的高度安全的存儲媒介。
- 1.17 “**User**” means any of the Approver(s) or Operator(s) who is/are appointed by you from time to time to use our Corporate e-Banking Services.
“**用戶**”是指客戶不時委任使用本行企業網上銀行服務的任何批准人員或操作員。
- 1.18 “**We**”, “**our**” or “**us**” means China Everbright Bank Co., Ltd., Hong Kong Branch.
“**本行**”是指中國光大銀行股份有限公司香港分行。
- 1.19 “**You**” or “**your**” means the company named on the Application Form, including such company’s successors and assigns.
“**客戶**”是指列名於申請表格上的公司，包括該公司的繼任者及受讓者。

2. Introduction 前言

- 2.1 You and we agree that the Corporate e-Banking Services shall be supplied to you subject to the terms and conditions contained or referred to in these Conditions.
客戶與本行均同意企業網上銀行服務須根據此等細則所載列或提述的條款與細則提供予客戶。
- 2.2 By signing the Application Form and any other forms and documents prescribed by us from time to time, and returning it to us, you confirm that you have read and understood (1) the terms and conditions of these Conditions and our internet privacy policy statement, and (2) other disclosures provided by us in connection with the use of our Corporate e-Banking Services including our user guide, security advice, and a schedule of our fees and charges, and you agree to be bound by the terms and conditions contained or referred to in these Conditions and our internet privacy policy statement.
客戶簽署申請表格及其他任何本行不時規定的表格及文件，並將前述表格及文件交回本行，即表示客戶確認已經閱讀及理解（1）此等細則的條款及細則及本行的互聯網私隱政策聲明；及（2）其他本行披露的與使用本行企業網上銀行服務相關的資訊，包括本行的用戶指南、安全建議及本行的費用和收費，並且客戶同意受此等細則的條款及細則及本行的互聯網私隱政策聲明所約束。

3. Services 服務

- 3.1 Corporate e-Banking Services allows you to conduct account enquiry and to give us Electronic Instruction(s) in relation to certain services, accounts and products offered to you by us from time to time.
企業網上銀行服務可允許客戶進行賬戶查詢及就本行不時向客戶提供的服務、賬戶及產品向本行作出電子指令。
- 3.2 Our website through which you access our Corporate e-Banking Services is www.hkg.cebbank.com. If the website address is to be changed, we will announce the change on our website or any other means as we decide to be proper at least one month in advance.
客戶登錄本行企業網上銀行服務的網站為 www.hkg.cebbank.com。如果該網址發生變更，本行將提前至少一個月於本行的網站或通過其他本行認為合適的渠道刊載網址變更的通知。
- 3.3 We may at our sole discretion introduce and provide new services through our Corporate e-Banking Services from time to time. You may, in such manner prescribed by us, subscribe for the new services by accepting all the terms and conditions of such new service. We reserve our right to request for any document or information from you before providing you with any new service.
本行將根據本行的全權酌情決定權不時通過本行企業網上銀行服務介紹及提供新服務。客戶可按照本行規定的方式，通過接受新服務的一切服務條款與細則而申請該新服務。本行保留在向客戶提供任何新服務前要求客戶提供任何文件或資料的權利。
- 3.4 You agree at all times to, in addition to complying with these Conditions, exercise due diligence and good faith in using our Corporate e-Banking Services.
除遵守此等細則的規定外，客戶同意在任何時候均盡應盡的努力及本着真誠使用本行企業網上銀行服務。

4. Electronic Instruction(s) 電子指令

In the case of any discrepancy between English and Chinese version, the English version shall prevail. 如有差異，以英文版為準

- 4.1 We accept Electronic Instruction(s) if it has been effected through our Corporate e-Banking Services using a valid Client Certificate, USBKey, Client No., Operator No., Approver No., and/or Password and is in accordance with these Conditions. You must ensure that only User(s) with proper and valid authority process, approve and/or submit Electronic Instruction(s) (within any transaction limit specified by you and allowed by us) to us through our Corporate e-Banking Services. Your User(s) shall act as your agent when accessing to and/or using our Corporate e-Banking Services.

本行只接受按照此等細則的規定，且通過本行企業網上銀行服務使用有效的客戶證書、陽光網盾、客戶號、操作員號、批准人員號、及/或密碼作出的電子指令。客戶必須確保電子指令（於客戶所指定及本行同意之交易限額內）僅由獲得適當及有效授權的用戶通過本行企業網上銀行服務處理、批准及/或向本行提交。在客戶的用戶登錄及/或使用本行企業網上銀行服務時，該用戶將作為客戶的代理人行事。

- 4.2 You request and authorize us to treat all Electronic Instruction(s) received by us using a valid Client Certificate and Password as instructions properly authorized and submitted by you, even if the Electronic Instruction(s) conflict with any other instructions or any terms of any mandate given by you at any time or if the Electronic Instruction(s) is submitted fraudulently. We will act accordingly on the Electronic Instruction(s) to provide the corresponding services. Subject to Condition 4.1 above, we shall be under no other obligation to check the authenticity of the Electronic Instruction(s) or the authority of the person(s) giving it/them and we shall treat any Electronic Instruction(s) given through our Corporate e-Banking Services submitted by any person with a valid Client Certificate and Password as conclusive and binding on you. You shall be liable for all losses, damages, costs and expenses arising from all Electronic Instructions using a valid Client Certificate and Password which have not been authorized by you, and we shall not be liable for any losses, damages, costs and expenses for our reliance and acting on such Electronic Instructions.

客戶要求及授權本行將一切本行接獲並通過使用有效的客戶證書及密碼發出的電子指令視為客戶妥為正式授權及提交的指令處理，即使該等電子指令與客戶在任何時間作出的其他任何指令或任何委託中的任何條款相抵觸，或即使該等電子指令是以欺詐方式提交。本行將依照該等電子指令行事以提供相應的服務。在符合上述細則第 4.1 條的前提下，本行並無義務審查電子指令的真確性或作出電子指令的人員的權限，並且就任何人士利用有效的客戶證書及密碼通過本行企業網上銀行服務提交的電子指令，本行將視為不可推翻及對客戶具有約束力。客戶須就所有通過使用有效客戶證書及密碼發出但未經客戶授權的電子指令之所有損失、損害賠償、費用及支出負責，而本行將不會因倚賴及執行該等電子指令所產生的任何損失、損害賠償、費用及支出負責。

- 4.3 You shall be responsible for the accuracy and completeness of the Electronic Instruction(s). We shall be under no obligation to check the accuracy and completeness of the Electronic Instruction(s). We shall not be liable for any loss or delay where the content of the Electronic Instruction(s) is/are ambiguous, incomplete or inaccurate.

客戶須對電子指令的準確性及完整性負責。本行並無義務審查電子指令的準確性及完整性。本行不會對由於電子指令的內容含糊、不完整或不準確而產生的任何損失或延遲負責。

- 4.4 Should you ask us to cancel or change any Electronic Instruction(s), we will use our reasonable endeavours to comply with such request. We are, however, not liable to you if we are unable to cancel or change the Electronic Instruction(s) at a time or under such circumstances that make us unable to comply with your request.

如果客戶要求本行取消或修改任何電子指令，本行將盡合理努力滿足客戶的要求。然而，如果本行於某時間或情況下無法滿足客戶的要求，則本行無須為未能取消或修改電子指令負責。

- 4.5 You acknowledge that certain Electronic Instruction(s) may not take effect immediately and may only be processed during our normal business hours.

客戶知悉某些電子指令未必能即時生效，且該等電子指令只能於本行的正常營業時間內處理。

- 4.6 We may, in our absolute discretion, delay or decline to act on any Electronic Instruction(s) if, without limitation, we know or suspect there is any fraud, forgery, breach of security, or connection with money laundering, terrorist financing or other illegal activities in respect of your account(s) with us, or where such action would be inconsistent with our regular business practices or non-compliant with these Conditions or any applicable laws, rules or regulations, or where it is to comply with any order or request of the court or other relevant authorities, or where there is a breach of these Conditions by you. In such event, we shall notify you of such delay or decline to the extent not prohibited by any laws, rules or regulations. We will not be liable for any losses, damages, costs or expenses to the maximum extent permissible under applicable laws for relying on this Condition 4.6.

如果本行知悉或懷疑客戶在本行的賬戶存在（包括但不限於）欺詐、偽造、保安遭受破壞，或與洗黑錢、恐怖份子資金籌集或其他非法活動相關，或執行該等電子指令與本行一貫業務常規不符或不符合此等細則及其他適用法律、規則或規例，或為符合法庭或其他相關權力機構所頒布的命令或要求，或客戶違反此等細則，本行可行使絕對酌情決定權延遲或拒絕執行任何電子指令。若發生前述情形，本行將在法律、規則或規例不禁止的情況下通知客戶本行延遲或拒絕執行電子指令。在相關法律允許的最大程度上，本行不對本行依據本細則第 4.6 條而所產生的任何損失、損害賠償、費用或支出負責。

5. Fees and Charges 費用和收費

- 5.1 You agree to pay all our charges and fees for providing our Corporate e-Banking Services to you. We may change our charges and fees upon giving not less than 30 days' written notice to you. A schedule of our current fees and charges is displayed in our banking hall and may also be available upon your request. Payable charges and fees will be shown in your account statement or in a separate advice.

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客戶同意支付本行向其提供本行企業網上銀行服務的一切收費和費用。本行可在給予客戶不少於30天書面通知的情況下，調整本行的收費和費用。本行目前的和費用和收費表於本行的營業大堂展示，客戶亦可要求本行提供。客戶須支付的收費和費用將會在客戶的賬戶結單或獨立的通知書內顯示。

- 5.2 You authorize us to debit such charges and fees from any of your account(s) with us.
客戶授權本行從客戶在本行的任何賬戶中扣除該等收費和費用。
- 5.3 You shall not, by reason of a dispute with our third party service provider(s), refuse to pay any charges and fees payable to us.
客戶不得以與本行第三方服務提供商存在爭議為由，拒絕支付應支付予本行的任何收費和費用。
- 5.4 You authorize us to debit any amount that we have paid or incurred for acting in accordance with your Electronic Instruction(s) from any of your account(s) with us. You have the right to terminate our Corporate e-Banking Services, but the charges and fees accrued will be immediately due and payable by you in full to us, and any charges and fees that we have deducted shall not be refundable.
客戶授權本行從客戶在本行的任何賬戶中扣除本行因執行客戶的電子指令而支付或產生的任何款項。客戶有權終止本行企業網上銀行服務，但累計的收費和費用將立刻到期並且須由客戶全數償還予本行，而本行已扣除的任何收費和費用不予退還。
- 5.5 If you obtain an unjust enrichment due to an error or failure of our Corporate e-Banking Services or any other reasons, we shall have the right to deduct the amount equivalent to the unjust enrichment from any of your account(s) with us.
如因本行企業網上銀行服務出現錯誤或失誤或存在任何其他因素，致使客戶不當得利，本行有權從客戶在本行的任何賬戶中扣除與該筆不當得利相同等額的款項。

6. Provision of Mandate 提供委托

- 6.1 You are required to provide a mandate that specifies your Delegates' information and arrangements in the Application Form and such mandate shall only be applicable to the Corporate e-Banking Services. If any amendment is made to the aforementioned mandate, you shall provide us with a written notice in such form agreed by us and such amendment will not affect the mandate of any other services provided by us.
客戶需於申請表格內提供其客戶代表的資料和安排的委託，且該委託僅適用於企業網上銀行服務。前述委託指示如有任何變更，客戶須以本行同意的格式向本行作出書面通知，且該變更並不影響本行提供客戶的其他服務的委託指示。
- 6.2 If we consider that the information provided by you has any discrepancy or inconsistency, we shall have the right to refuse to provide the Corporate e-Banking Services to you.
如果本行認為客戶向本行提供的資料存在任何歧義或不一致之處，本行有權拒絕為客戶提供企業網上銀行服務。
- 6.3 If required by us, you shall confirm receipt of the USBKey, Client No., and/or Password. Upon our receipt of your signed confirmation and our verification of your signature on such confirmation, we shall arrange to activate our Corporate e-Banking Services for you.
如本行要求，客戶應確認收到陽光網盾，客戶號及/或密碼。本行收到客戶簽署的確認並驗證客戶簽名後，本行將安排啟動企業網上銀行服務。
- 6.4 You shall be responsible for managing and controlling the access to and use of our Corporate e-Banking Services. You shall appoint sufficient number of Administrators as specified by us from time to time to manage the use of our Corporate e-Banking Services by User(s). You shall appoint Operator(s) and/or Approver(s) for viewing account information, and/or processing, approving and/or submitting Electronic Instruction(s). All such Electronic Instruction(s) approved by the Approver(s) and submitted to us shall be binding on you.
客戶須負責管理和控制本行企業網上銀行服務的登錄及使用。客戶須根據本行不時的規定委任足夠的管理員以管理用戶使用本行企業網上銀行服務。客戶須委任操作員及/或批准人員查閱賬戶資料、及/或處理、批准及/或提交電子指令。一切經批准人員授權向本行提交的電子指令均對客戶具有約束力。
- 6.5 The operation of your account(s) (including without limitation any remittances, funds transfers, and payments) is subject to our General Conditions for Accounts. Once an account is closed, you may not access the account through our Corporate e-Banking Services.
客戶對賬戶的操作（包括但不限於任何匯款、資金轉賬及支付）受本行《賬戶一般條款》規範。一旦客戶關閉賬戶，客戶將無法通過本行的企業網上銀行登錄該賬戶。

7. Remittances, fund transfers, and payments 匯款、資金轉賬及支付

- 7.1 In the case of any transaction that involves remittances, fund transfers, or any other payments to an account of other banks or any account held by a third party (whether with us or with other banks), such transferred funds may be credited to the recipient's account at different times. You acknowledge that we shall not be responsible as to when such transferred funds will actually be credited to

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the recipient's account.

就任何交易涉及匯款、資金轉賬或其他支付至其他銀行之賬戶或任何第三者之賬戶（不論是於本行或其他銀行之賬戶），該轉賬款項可能於不同時間存入至受款人的賬戶中。客戶知悉本行無須對該轉賬款項實際何時存入受款人之賬戶負責。

- 7.2 Where we receive funds for your account, we will credit the funds in accordance with our practices and policies from time to time. You acknowledge and agree that we have the right at any time to reverse any credit to your account if the other bank effecting the remittance, fund transfer, or other payment is prevented from doing so for any reason. 當本行為客戶收到款項時，本行將根據本行不時的常規及政策將該款項存入客戶的賬戶。客戶知悉並同意如其他銀行因任何理由未能執行該匯款、資金轉賬或其他支付，本行有權隨時從客戶的賬戶中扣回任何款項。
- 7.3 You are required to specify a limit on transactions that involves remittance, fund transfer, or other payment. You acknowledge and agree that any such transaction will be subject to the limit specified by you, and you may transfer or remit funds from your registered account(s) to any other registered account(s) agreed by us (which may be held by you or any third party, and which may be with us or with other banks), provided that the aggregate amount of the transfers from all your registered accounts must not exceed the limit specified by you and allowed by us. We reserve our right to impose any limit and/or restriction from time to time at our discretion to ensure the efficient operation of our Corporate e-Banking Services, to ensure compliance with any laws, rules, and regulations, and for any other reasons. 客戶須就匯款、資金轉賬或其他支付設立交易限額。客戶知悉並同意任何該等交易須受制於客戶所定的限額，而客戶可從登記賬戶轉賬或匯款至任何經本行同意的其他登記賬戶（登記賬戶可以是客戶或第三方之賬戶，及可以是於本行或其他銀行之賬戶），惟所有登記賬戶的轉賬總額不能超過客戶指定而本行同意的金額上限。為確保本行企業網上銀行服務的有效運作，及為符合任何法律、規則或規例，及因應任何其他原因，本行保留不時根據本行酌情決定權實施任何限額及/或限制的權利。
- 7.4 You acknowledge and agree that any remittance, fund transfer, or other payment instruction may only be acted upon if there are sufficient cleared funds in the relevant currency in your registered account(s) for full payment. If such instruction is acted upon by us at our discretion without sufficient available funds in your account(s), you will repay to us on demand the resulting debit together with interest thereon at the rate determined by us. 客戶知悉並同意任何匯款、資金轉賬或其他支付指令只會在客戶的登記賬戶內具有足夠相關貨幣的已清算資金，方能被執行。若本行根據本行酌情決定本行所定利息向本行支付不足之數。權替客戶執行該等指令，而客戶的賬戶中並無足夠的資金，客戶經要求後須連同由本行所定利率計算之利息向本行支付不足之數。
- 7.5 Where a conversion of one currency to another is required in order to effect any remittances, fund transfers, or any other payments, you acknowledge and agree that such conversion shall be made at the rate determined by us to be prevailing in the relevant foreign exchange market at the relevant time, and such determination shall be conclusive and binding on you. 倘若需要將一種貨幣兌換成其他貨幣以進行任何匯款、資金轉賬或其他支付交易，客戶知悉並同意該等兌換須按本行確定為有關外匯市場的當時匯率兌換，而該等決定為不可推翻且對客戶具有約束力。

8. Software and hardware 軟件與硬件

- 8.1 You shall install and maintain the system and other equipment necessary for the access to and use of our Corporate e-Banking Services, including but not limited to the installation of anti-viruses, firewalls and/or any other security application(s). You are responsible for monitoring and periodically reviewing the adequacy of your system and other equipment, and the security of your system and other equipment to avoid unauthorized access or use. 客戶應安裝及維持登錄及使用本行企業網上銀行服務所需的系統及其他設備，包括但不限於安裝防毒軟件、防火牆及/或其他保安應用程式。客戶須負責監控及定期檢查客戶的系統及其他設備的充足性及安全性，避免未經授權的登錄或使用。
- 8.2 We will from time to time notify you of the software and hardware requirements for accessing and using our Corporate e-Banking Services (including any update and/or patch version required to be installed). If your system or other equipment does not meet the software and hardware requirements, we shall not be responsible for your failure to access or use our Corporate e-Banking Services. 本行將不時通知客戶登錄及使用本行企業網上銀行服務的軟件與硬件的要求（包括需要安裝的更新版及/或修補版）。如果客戶的系統或其他設備未能滿足該等軟件與硬件的要求，本行無須對客戶無法登錄或使用本行企業網上銀行服務負責。
- 8.3 We may notify you at least one month in advance about any upgrade or modification to our software and hardware requirements. You will at your own cost and expense upgrade or modify your system or other equipment to ensure that you can continue to access and use our Corporate e-Banking Services. 本行可於至少提前一個月通知客戶後，升級或變更軟件與硬件的要求。客戶須自費升級或變更客戶的系統及其他設備以確保可以繼續登錄及使用本行企業網上銀行服務。
- 8.4 You shall ensure that any system or equipment necessary for accessing and using our Corporate e-Banking Services is free from and adequately protected against any virus or other malicious, destructive or disruptive components. 客戶須確保任何登錄及使用本行企業網上銀行服務的系統或設備，不含且已作好充分保護以防範任何病毒或其他惡意性、破壞性或干擾性程式。

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- 8.5 We will not be responsible for any malfunctioning, error, corruption or loss of or damage to your or any of your Delegates' data, software, system, device, or equipment caused by you using our Corporate e-Banking Services unless such loss or damage is directly and solely caused by our gross negligence and deliberate default.
本行不對客戶因使用本行企業網上銀行服務而造成客戶或任何客戶代表的資料、軟件、系統、裝置或設備的故障、錯誤、舞弊、損失或損壞負責，除非該損失或損壞是直接及僅由本行嚴重疏忽或故意行為而造成。

9. Client Certificate and USBKey 客戶證書及陽光網盾

- 9.1 You shall apply for a [Client Certificate and a] USBKey through us and we shall take all reasonable efforts to ensure the USBKey provided to you by us can allow you access to our Corporate e-Banking Services. You shall ensure that you have a valid Client Certificate and USBKey at all times throughout the continuance of accessing or using our Corporate e-Banking Services. You and/or your Delegates shall inform us immediately if the Client Certificate or USBKey does not function properly.
客戶須向本行申請【客戶證書及】陽光網盾，且本行將盡一切合理努力確保客戶可通過本行提供的陽光網盾登錄本行企業網上銀行服務。客戶須確保在其持續登錄或使用本行企業網上銀行服務的任何時候，持有有效的客戶證書及陽光網盾。若客戶證書或陽光網盾無法正常運作，客戶及/或其客戶代表須立即通知本行。
- 9.2 We are entitled to treat the Client Certificate as an effective manual signatory of you. You hereby warrant and agree that the use of your Client Certificate shall be as valid and effective as your signature in all respects.
本行有權將客戶證書視為客戶有效的親筆簽署。客戶在此同意並承諾，使用其客戶證書與客戶的親筆簽署在任何方面均具有相同的效力。
- 9.3 It is your obligation to comply with any terms and conditions as set out by the relevant certification authority of the Client Certificate and you acknowledge and agree that we will not have any liability whatsoever in connection therewith.
客戶有義務遵守相關的認證機構就客戶證書所列的任何條款和細則，且客戶知悉並同意本行對此不承擔任何責任。
- 9.4 You warrant and agree that the information contained in the Client Certificate is true, accurate and complete in all respects.
客戶保證並同意客戶證書所載的信息在任何方面均為真實、準確及完整。
- 9.5 You acknowledge and agree that certain functions or features of our Corporate e-Banking Services may require a Client Certificate and/or a USBKey for you to submit Electronic Instruction(s) to us, and if at any time you fail to hold a valid Client Certificate and/or USB Key, you will be unable to use such function or feature.
客戶確認並同意，本行企業網上銀行服務的若干功能或特性可能要求客戶在向本行提交電子指令時使用客戶證書及/或陽光網盾，如果客戶在任何時候未能持有有效的客戶證書及/或陽光網盾，客戶將無法使用該功能或特性。
- 9.6 You acknowledge that we have the right to charge you a fee as determined by us from time to time for providing you with the Client Certificate and/or the USBKey.
客戶知悉本行有權就提供客戶證書及/或陽光網盾予客戶而向客戶收取本行不時決定之費用。
- 9.7 You shall use and safeguard the Client Certificate and the USBKey in a proper manner and shall notify us immediately of any loss, damage, failure or unauthorized use of the Client Certificate and/or USBKey. Except due to our gross negligence or willful default, we shall not be liable for any loss, cost or damage of any kind which you may incur as a result of any use, loss, damage, failure, defect, breakdown, or malfunctioning of the Client Certificate and/or USBKey.
客戶須以適當的方式使用及保護客戶證書及陽光網盾，而且如客戶證書及/或陽光網盾有任何遺失、損壞、失靈或遭未經授權擅用時，客戶須立刻通知本行。除非由本行嚴重疏忽或故意行為造成，否則本行不因客戶證書及/或陽光網盾的任何使用、遺失、損壞、失靈、缺陷、中斷或故障而對使客戶所產生的任何種類的損失、收費或損害賠償負責。
- 9.8 You acknowledge that the USBKey is and shall at all times remain our property and shall be issued at our discretion.
客戶確認陽光網盾於任何時候均是本行的財產，且根據本行酌情決定權提供。於本行要求或客戶結束使用本行企業網上銀行服務或更換陽光網盾時，客戶應將陽光網盾交還本行或依照本行的指示進行處置。
- 9.9 We shall not be liable for breach of any implied term as to satisfactory quality, merchantability or fitness for the purpose of the Client Certificate and USBKey, and no warranty is given by us, whether implied or express or statutory, as to their availability, reliability and functionality.
本行不對違反任何有關客戶證書及陽光網盾的良好質量、適銷性或適用性的隱含條款負責，並且本行不會就客戶證書及陽光網盾的可用性、可靠性及功能性提供任何保證，不論是默示或明示或法定的保證。
- 9.10 Subject to Condition 9.7, we shall not be liable for any loss, cost, expense, or damages incurred or suffered by you or any of your Delegates in connection with, whether directly or indirectly, your use of the Client Certificate and USBKey.
在符合本細則第 9.7 條的前提下，本行不對由客戶或任何客戶代表因使用客戶證書及陽光網盾而直接或間接造成或遭受的任何損失、費用、支出或損害賠償負責。

10. Security 保安

10.1 You shall, and shall procure each of your Delegates to, comply with these Conditions and any other instructions, requirements or specifications we may issue to you from time to time regarding our Corporate e-Banking Services, including but without limitation, our user guide and security advice. You agree that it is your sole responsibility to ensure, maintain and regularly review your security arrangements concerning the access to and use of our Corporate e-Banking Services, including without limitation the protection measures against viruses and the security of the Password, the USBKey, the Client Certificate and other Corporate e-Banking Services login information including but not limited to the Client No., the Administrator No., the Operator No., and the Approver No.

客戶須，及須促使其每一客戶代表，遵守此等細則及其他本行不時發予客戶有關本行企業網上銀行服務的任何指示、要求或說明，包括但不限於本行的用戶指南及安全建議。客戶同意客戶須自行負責確保、維持及定期檢視客戶有關登錄及使用本行企業網上銀行服務的保安措施，包括但不限於防範電腦或保護密碼、陽光網盾、客戶證書及其他登錄企業網上銀行服務的資料包括但不限於客戶號、管理員號、操作員號及批准人員號安全的防護措施。病毒，或保護密碼、陽光網盾、客戶證書及其他登錄企業網上銀行服務的資料包括但不限於客戶號、管理員號、操作員號及批准人員號安全的防護措施。

10.2 You shall, and shall procure each of your Delegates to, ensure that the Password, the Client Certificate, the USBKey, and other Corporate e-Banking Services login information are secure and kept secret at all times and use your best endeavours to prevent unauthorized use and fraud. In particular, you shall, and shall procure each of your Delegates to,
客戶須，及須促使其每一位客戶代表，於任何時候均確保密碼、客戶證書、陽光網盾及其他登錄企業網上銀行服務的資料安全及保密，並盡最大努力避免未經授權的使用和欺詐。特別是，客戶須及須促使其每一位客戶代表：

- (i) never write or otherwise record the Password and/or other Corporate e-Banking Services login information without disguising it;
切勿未經掩飾寫下或記錄密碼及/或其他登錄企業網上銀行服務的資料；
- (ii) never write or otherwise record the Password and/or other Corporate e-Banking Services login information on any device for accessing our Corporate e-Banking Services or on anything kept with or near it;
切勿將其密碼及/或其他登錄企業網上銀行服務的資料寫或記錄在用於登錄本行企業網上銀行服務的任何設備上，或任何與其一併保存或其附近的其他物品上，或其他經常與此等裝置放在一起或放在附近的物件上；
- (iii) never reveal or allow anyone else to use the Password, the Client Certificate, the USBKey and/or other Corporate e-Banking Services login information;
切勿向任何人透露或允許任何人使用密碼、客戶證書、陽光網盾及/或其他登錄企業網上銀行服務的資料；
- (iv) destroy any advice or printed copy of the Password and/or other Corporate e-Banking Services login information immediately after signing-up for our Corporate e-Banking Services;
在註冊本行企業網上銀行服務後，立刻銷毀任何印有密碼及/或其他登錄企業網上銀行服務的資料的通知或複印件；
- (v) avoid using a Password which is easy to guess or are associated with your or any of the Delegates personal information or are used in connection with third parties;
避免採用容易被猜破、或與客戶或其任何一位客戶代表的個人信息有關、或與第三者有關的密碼；
- (vi) avoid using the same Password for accessing other services or websites;
避免使用與登錄其他服務或網站相同的密碼；
- (vii) change your initial login Password in accordance with the directions and procedures as specified by us when you first use our Corporate e-Banking Services, and change the Password on a regular basis and not alternate between Passwords;
於第一次使用本行企業網上銀行服務時按照本行的說明及步驟更改客戶的初始登錄密碼，並定期更改密碼，但不要更替使用相同密碼；
- (viii) never save the Password on any website, system or program that automatically retains it;
切勿在任何自動記錄密碼的網站、系統或程式上保存密碼；
- (ix) never allow anyone to come into possession or take control or use of the Password, the Client Certificate, the USBKey, or other Corporate e-Banking Services login information;
切勿允許任何人管有、控制或使用密碼、客戶證書、陽光網盾或其他登錄企業網上銀行服務的資料；
- (x) never leave the electronic device, including without limitation computer, and/or the USBKey, unattended while using our Corporate e-Banking Services; and
在使用本行企業網上銀行服務時，切勿使包括但不限於電腦及/或陽光網盾等電子設備處於無人看管狀態；
- (xi) logoff our Corporate e-Banking Services at the end of any session.
在結束任何處理程序後，登出本行企業網上銀行服務。

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- 10.3 You shall, and shall procure your Delegates to, refer to the security advice provided by us from time to time.
客戶須，並須確保其客戶代表，查閱本行不時提供的安全建議。
- 10.4 You shall take all necessary measures to protect any system, device and equipment necessary for accessing and using our Corporate e-Banking Services against viruses, or other malicious, destructive or disruptive components.
客戶須採取一切必需的措施，保護任何用於登錄及使用本行企業網上銀行服務的系統、裝置、設備免受病毒或其他惡意性、破壞性或干擾性程式的破壞。
- 10.5 You must notify us immediately of the following:
如發生下列情形，客戶必需立即通知本行：
- (i) any unauthorized access to or use of our Corporate e-Banking Services, or any unauthorized transaction or instruction which you or any of your Delegates suspect or know of; or
客戶或其任何客戶代表懷疑或知道任何人士未經授權登錄或使用本行企業網上銀行服務，或未經授權進行的交易或指示；或
 - (ii) if the Password, USBKey, Client Certificate and/or other Corporate e-Banking Services login information is compromised, lost, stolen, or if you suspect someone else has unauthorized access to the Password, USBKey, the Client Certificate and/or other Corporate e-Banking Services login information.
如密碼、陽光網盾、客戶證書及/或其他登錄企業網上銀行服務的資料被損壞、遺失、偷竊，或如客戶懷疑任何人士未經授權獲得密碼、陽光網盾、客戶證書及/或其他登錄企業網上銀行服務的資料。
- You shall change the Password and/or other Corporate e-Banking Services login information as soon as possible. You acknowledge that you shall be bound by, and liable for, all losses, costs, expenses and damages for all Electronic Instructions which we relied upon prior to our formal receipt of your notification prescribed above.
客戶須儘快更改密碼及/或其他登錄企業網上銀行服務的資料。客戶知悉，在本行正式收到客戶上述通知前，客戶須受所有本行倚賴的電子指令所約束，並須對所有損失、費用、支出及損害賠償負責。
- 10.6 You agree to comply with all the requests from us and/or the relevant authorities (including police) in attempting to recover any losses or identify actual or potential breaches of security, or in connection with any investigation. You acknowledge and agree that we may disclose information about you or your account(s) to the relevant authorities or other third parties as we may think fit in helping you recover or prevent losses, or in connection with any investigation.
客戶同意遵照本行及/或相關權力機關（包括警方）的要求，以嘗試追回任何損失或識別實際的或潛在的保安破壞，或因應任何調查。客戶確認並同意，本行可向相關權力機關或本行認為適當的第三者披露客戶或客戶賬戶信息，以幫助客戶追回或防止損失，或因應任何調查。
- 10.7 If you suspect any impropriety on the part of any of your Delegates in connection with the use of our Corporate e-Banking Services, or if any of your Delegates leaves your business, you must ensure the appointment of such Delegate(s) is revoked immediately by taking steps to replace such Delegate and you shall ensure that such Delegate is unable to access or use our Corporate e-Banking Services.
如客戶懷疑任何客戶代表在使用本行企業網上銀行服務時存在任何不正當行為，或任何客戶代表離職，客戶必須立即採取措施替換該客戶代表，以撤銷該客戶代表之委任，並確保該客戶代表無法再登錄或使用本行企業網上銀行服務。
- 10.8 You will be liable for all losses, damages, costs and expenses, and you agree to indemnify us against all costs, losses, damages, or any actions or proceedings of any kind which we may incur or suffer, as a result of you, including any of your Delegates, having acted fraudulently, or with gross negligence, or as a result of your failure to comply with Condition 9.7 or this Condition 10.
客戶同意因客戶（包括其任何客戶代表）的欺詐、或嚴重疏忽行為、或不遵守本細則第 9.7 條或第 10 條，客戶須對全部損失、損害賠償、費用及支出負責，並須彌償本行所產生或導致的一切費用、損失、損害賠償或所遭受或引起的任何法律行動或類似法律程序。

11. Termination and suspension 終止與暫停

- 11.1 We reserve the right to suspend or terminate your use of our Corporate e-Banking Services at any time and at our sole discretion by giving you notice (to the extent not prohibited by any laws, rules and regulations and save under exceptional circumstances when suspension or termination may be made without notice) with or without providing a reason.
本行保留於任何時候暫停或終止客戶使用本行企業網上銀行服務的全權酌情決定權，並會通知客戶有關暫停或終止（無論是否告知客戶原因）（但在法律、規則及規例不禁止的情況下，及在特別情況下，本行或會暫停或終止而無須提前通知）。
- 11.2 Without limiting the generality of Conditions 11.1 and without prejudice to any other rights or remedies which we may have, we may suspend or terminate your access to and/or use of our Corporate e-Banking Services if any one of the following circumstances occurs:

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在不限制本細則第 11.1 條的一般性的原則及不損害本行享有的其他權利和補救的前提下，如發生下列任何情形，本行可暫停或終止客戶登錄及/或使用本行的企業網上銀行服務：

- (i) you obtain an unjust enrichment or cause a loss to others by taking advantage of the error or failure of our Corporate e-Banking Services;
客戶利用本行企業網上銀行服務的錯誤或失誤而獲得不當得利或致使他人遭受損失；
- (ii) we know or suspect that there is fraud, forgery or breach of security, or you are using our Corporate e-Banking Services in connection with money laundering, terrorist financing or other illegal activities;
本行知悉或懷疑有欺詐、偽造、保安遭受破壞的情況，或客戶以本行的企業網上銀行服務進行與洗黑錢、恐怖份子資金籌集或其他非法有關的活動；
- (iii) in the event of any misappropriation of our Corporate e-Banking Services under the guise of your or any of your Delegates' identity;
存在假借客戶或任何客戶代表的身份，盜用本行的企業網上銀行服務的情形；
- (iv) you breach these Conditions, our General Conditions for Accounts or any other agreement with us in connection with our Corporate e-Banking Services;
客戶違反此等細則，或本行《帳戶一般條款》，或與本行企業網上銀行服務有關的任何其他協議；
- (v) where such suspension or termination is required to comply with any legal or regulatory obligations, or our internal procedures or policies; or
因履行任何法律或監管的義務或本行內部程序或政策，而須暫停或終止本行的企業網上銀行服務；或
- (vi) where it is non-compliant with any applicable laws, rules or regulations.
不符合任何適用法律、規則或規例的情形。

11.3 You may terminate your use of our Corporate e-Banking Services on giving us not less than 30 days' written notice.
客戶可在給予本行不少於 30 天的書面通知的前提下，終止使用本行的企業網上銀行服務。

11.4 You shall ensure that neither you nor any of your Delegates does anything on or after suspension or termination which would result in the security of our Corporate e-Banking Services being compromised.
客戶須確保客戶及任何其客戶代表，不會於暫停或終止之時或之後，作出任何可導致本行企業網上銀行服務的安全性受到損壞的行為。

11.5 Upon suspension or termination of our Corporate e-Banking Services, you shall pay all charges, costs, expenses and/or fees due to us under these Conditions.
在暫停或終止本行的企業網上銀行服務時，客戶須支付所有在此等細則下應支付予本行的收費、花費、支出及/或費用。

11.6 We may suspend our Corporate e-Banking Services from time to time for routine, non-routine or emergency maintenance, or for any other reasons, where we, at our discretion, consider it necessary. In the event of maintenance, we may in so far as is possible provide you with a reasonable prior notice before the suspension.
本行可酌情決定，在本行認為需要時，可不時暫停本行的企業網上銀行服務以進行例行、非例行或緊急維修、或任何其他原因。假如需進行維修，本行會盡可能在合理的時間內事先通知客戶。

11.7 Suspension or termination of our Corporate e-Banking Services will not affect rights and remedies of either party accrued to the date of suspension or termination nor will it affect any provision of these Conditions which is intended to apply after such suspension or termination.
暫停或終止本行的企業網上銀行服務不會影響各方截至於暫停或終止之日享有的權利和補救，亦不會影響於暫停或終止後仍應繼續適用的任何此等細則的條文。

12. Limitation of our liability 本行的責任限制

12.1 Subject to Conditions 12.2 and 12.3 below, we shall be liable to you for direct losses suffered by you arising from the use of our Corporate e-Banking Services where such losses are directly caused by our breach of these Conditions (including breach of Condition 13.3) or our gross negligence or deliberate default. You shall not be liable for any unauthorised transaction arising from any fraud or forgery on our part or of any of our officers or employees, or arising from any fraud or forgery of any person other than you, your officers or employees, in relation to our gross negligence.
在符合下述細則第 12.2 條及第 12.3 條規定的前提下，本行須對客戶因使用本行企業網上銀行服務而遭受的直接損失負責，只要該等損失乃直接因本行違反此等細則（包括違反細則第 13.3 條）或本行的嚴重疏忽或故意行為所直接引致。凡因本行、或任何本行管理人員或員工之任何欺詐或偽造行為所引致的未經授權交易，或因任何人士(除客戶或其管理人員或其員工外)之任何欺詐或偽造行為並因本行嚴重疏忽所引致的未經授權交易，客戶無須負責。

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12.2 To the extent permitted by applicable law and subject to Conditions 8.5 and 9.7, we will not be liable to you for:
在適用法律允許的範圍內及在符合上述細則第 8.5 條和第 9.7 條的前提下，本行不會就下列事項對客戶負責：

- (i) any indirect, incidental, consequential or special loss or damage which is suffered by you or by any other person arising from or in connection with our Corporate e-Banking Services, whether arising based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise;
任何因使用本行企業網上銀行服務而引起的間接、附帶、衍生或特殊的損失或損壞，無論該等損失或損壞是基於合同、侵權（包括疏忽）、違反法定義務或其他原因提出；
- (ii) any equipment, software, or documentation, including without limitation the Client Certificate and the USBKey, which any party other than us provides or supplies at any time for use in connection with our Corporate e-Banking Services, or any services through which you access or use our Corporate e-Banking Services which are not controlled by us;
為使用本行企業網上銀行服務而由本行之外的任何一方於任何時間提供或供應的任何設備、軟件或文件，包括但不限於客戶證書及陽光網盾，或客戶用以登錄或使用本行企業網上銀行並不在本行控制下的任何服務；
- (iii) any claims, losses, damages, costs or expenses which you may suffer or incur in connection with (1) any unavailability of our Corporate e-Banking Services; (2) any delay, failure, interruption or inability of your access to and/or use of our Corporate e-Banking Service; (3) the installation, updating, use, or failure of the Password, the Client Certificate, the USBKey, and/or any information, system or equipment required for the use of our Corporate e-Banking Services; (4) any failure to receive or delay in receiving the Electronic Instruction(s) because of any failure or malfunctioning of your systems or other facilities or telecommunication used in connection with the Electronic Instruction(s); (5) any unauthorized access or use or tampering of the Password, the Client Certificate, the USBKey, or any Corporate e-Banking Services login information, or of our Corporate e-Banking Services, or of your systems or equipment required for the access to and/or use of our Corporate e-Banking Services; (6) any error, failure, malfunction or unavailability of electronic devices, telecommunications, data communications and computer systems and services; (7) any virus, or other malicious, destructive or disruptive components that impair the functioning of your systems or equipment or hinder your access to or use of our Corporate e-Banking Services; (8) any loss of profits, loss of revenue or business opportunities, loss of data, loss of goodwill, loss of anticipated savings or business, or diminution in value of any systems or equipment; (9) any event or circumstances beyond our control, including without limitation any governmental restrictions, interventions, or actions, war, civil unrest or disorder, suspension of trading by any relevant market, or any act or threatened act of terrorism or natural disaster; (10) any error, loss, delay, failure, interruption, interception or interference of the communications between us and you over the internet; or (11) any delay, failure, interruption or inability for your access to and/or use of our Corporate e-Banking Services in jurisdictions outside Hong Kong;
因下列事項而令客戶承受或引起的任何訴求、損失、損害賠償、費用或支出：（1）本行企業網上銀行服務不能應用；（2）客戶就登錄及/或使用本行企業網上銀行時的任何延遲、失靈、中斷或無法登錄及/或使用；（3）使用本行企業網上銀行服務所需的密碼、客戶證書、陽光網盾及/或任何信息、系統或設備的安裝、升級、使用或失靈；（4）任何因用於電子指令的客戶系統或其他設施或電訊工具的任何失靈或故障而導致電子指令未能接收或延遲接收；（5）就密碼、客戶證書、陽光網盾、任何登錄企業網上銀行服務的資料、或本行企業網上銀行服務、或用於登錄及/或使用本行企業網上銀行的客戶系統或設備的任何未經授權的取得或使用或篡改；（6）任何電子設備、電訊工具、資料傳送、電腦系統及服務的錯誤、失靈、故障或無法使用；（7）因任何病毒或其他惡意性、破壞性或干擾性程式而對客戶的系統或設備的運作造成損害或阻礙客戶登錄或使用本行企業網上銀行（8）任何利潤損失、收入或商業機會損失、資料損失、商譽損失、或預期存款或業務損失、或任何系統或設備價值的減少；（9）任何超出本行控制範圍的任何事件或情況，包括但不限於任何政府限制、干預或行動、戰爭、社會內亂或秩序混亂、任何相關市場的交易暫停、或恐怖主義活動或受威脅會發生的恐怖主義活動、或自然災害；（10）任何本行與客戶之間於互聯網上的通訊的錯誤、遺失、延遲、失靈、中斷、截取或干擾；或（11）客戶在香港以外的地方登錄及/或使用本行企業網上銀行的任何延遲、失靈、中斷或無法登錄及/或使用；
- (iv) any omission, negligence or act of default of any agent, contractor or third party services provider who provides services or products to us for the operation of our Corporate e-Banking Services provided that we have used reasonable care in selecting such agent, contractor or third party services provider;
任何為營運本行企業網上銀行服務而向本行提供服務或產品的代理、承辦商或第三方服務供應商的任何遺漏、疏忽或故意行為，但本行須合理謹慎地選擇該等代理、承辦商或第三方服務供應商；
- (v) any omission, negligence or act of default of internet service providers or telecommunication service providers; and 互聯網服務供應商或電訊服務供應商的任何遺漏、疏忽或故意行為；及
- (vi) any delay, loss or failure in taking any action in order to comply with our regulatory or legal obligations, or any order or request of the court or other relevant authorities.
因本行有義務遵從法規或法律的責任，或為符合法庭或其他相關權力機構所頒布的任何命令或要求，引致行動的延遲或損失或不行動。

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- 12.3 Nothing in these Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, any fraud or deceit on our part, or any other liability to the extent that it cannot, as a matter of law, be excluded or limited.
此等細則未限制或排除本行對因本行疏忽造成的死亡或人身傷害的責任、任何本行欺詐或欺騙行為的責任或根據法律無法排除或限制的任何其他責任。

13. Confidentiality and data privacy 保密與資料私隱

- 13.1 We shall take reasonable measures to ensure the integrity and confidentiality of your information provided to us for the access and use of our Corporate e-Banking Services, and that such information will not be disclosed to any third parties without your written consent. You, however, authorize us to disclose information relating to you (including without limitation any of your Delegates) and/or your account(s) to any payee, any prospective or actual successor, assignee or transferee of, or participant in, our rights or obligations under these Conditions, any agent, contractor or third party services provider who provides services or products to us for the operation of our business and our Corporate e-Banking Services, and where we are obliged to comply with any applicable laws, rules and regulations or any orders or requests of court, government agencies or other lawful authorities, or to any persons whom we reasonably think necessary in order to provide our Corporate e-Banking Services in accordance with our personal information collection statement. You acknowledge and agree that such recipients or transferees may be located outside Hong Kong.

本行須採取合理措施確保客戶為登錄及使用本行企業網上銀行服務而向本行提供的信息的完整性及保密性，且在未取得客戶書面同意前，此等信息不會向任何第三方披露。然而，客戶授權本行向以下人士/情況披露有關客戶（包括但不限於客戶代表）及/或客戶賬戶的信息：任何收款人、任何本行於此等細則下所享的權利和義務的預期的或實際的繼承人、受讓人、承讓人或參與人，任何就本行營運業務及本行企業網上銀行服務而向本行提供服務或產品的代理、承辦商或第三方供應商，及在本行有義務遵循任何適用法律、規則或規例或任何法院、政府機構或其他合法權利機構的命令或要求，或根據本行的收集個人資料聲明本行認為合理所需的人士以提供本行企業網上銀行服務。客戶知悉並同意此等接受信息的人士或承讓人可能身處於香港以外的地方。

- 13.2 You confirm that all employees and all other persons whose personal or other data is provided, transmitted, used, processed, held, or otherwise handled have consented to such provision, transmission, use, processing, holding or other handling under these Conditions in accordance with applicable laws, or that you will do so before any such provision, transmission, use, processing, holding or other handling. You agree that you will obtain such consent by having such employees and other persons to sign an appropriate written consent and, if we so request, to provide us with copies of all such consents. You agree to indemnify us for any cost, penalty, damage, and other loss incurred as a result of a breach of this Condition 13.2.

客戶確認已依據適用的法律及此等細則，就所有僱員和其他人員的個人或其他資料的提供、傳送、使用、處理、保存、或其它使用取得該等僱員和其他人員的同意，或客戶將在提供、傳送、使用、處理、保存、或其它使用該等資料前取得同意。客戶同意會取得該等僱員或其他人員簽署的適當書面同意書並，如本行要求，客戶將向本行提供此等書面同意書的複印件。如因違反本細則第 13.2 條，客戶同意彌償本行所遭受任何費用、罰款、損害或其他損失。

- 13.3 You acknowledge the security mechanism and technology provided by us, and we will use our reasonable endeavours to keep and maintain such security mechanism and technology.

客戶確認本行提供的保安機制及技術，且本行將盡合理的努力備存及維持該等保安機制及技術。

- 13.4 Any data, information or message sent to you through our system and/ or the Corporate e-Banking Services shall be confidential data and may only be used by the designated recipient. If you are not the designated recipient, you shall notify us immediately and delete or destroy the data, information or message.

凡通過本行系統及/或企業網上銀行服務向客戶發送的資料、資訊或信息均為保密資料且僅供指定的接收人使用。如果客戶非指定的接收人，客戶應立即通知本行並刪除或銷毀該等資料、資訊或信息。

- 13.5 You are required, and shall procure any information recipient, to keep confidential all the relevant information about the Corporate e-Banking Services, our system, security devices (including without limitation the USBKey), the Password, the Client Certificate, any Corporate e-Banking Services login information and content, and any user guide (unless where such content has been made publicly available by us). You may disclose such information to your Delegates and employees only when necessary for appropriate use of our Corporate e-Banking Services.

客戶須對企業網上銀行服務、本行的系統、保安裝置（包括但不限於陽光網盾）、密碼、客戶證書、任何登錄企業網上銀行服務的資料和內容及任何用戶指南（除非本行已將有關內容公開）的所有相關信息保密，且須促使任何信息的接收人保密。客戶僅可為適當地使用本行企業網上銀行服務的所需情況下而將該等信息披露予客戶的客戶代表及僱員。

14. Information and market data 資訊及市場數據

- 14.1 We may provide financial information, market data, or reports from time to time, and such financial information, market data, or reports are for general information and reference only and does not intend to provide any professional investment, financial, or tax or other advice or for trading or other purposes, nor act as an offer, solicitation or recommendation of any products or services. 本行可能會不時提供金融資訊、市場數據或報告，而該等金融資訊、市場數據或報告僅供一般資訊及參考，並不提供任何專業投資、金融、稅務或其他建議，或用於交易或其他目的，亦不作為任何產品或服務之要約、招攬或建議。

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- 14.2 You acknowledge and agree that it is your responsibility to independently determine and verify any financial information, market data, or report before relying on it, and to seek independent professional advice in connection with the use of any such financial information, market data, or report. We shall not be liable to you or any person for any decision made or action taken in reliance on such financial information, market data, or report. Where such financial information, market data, or reports are supplied by any of our agent, contractor and/or third party services provider and are made available to you by us, this does not imply that we endorse its/their content by making such financial information, market data, or report available to you. We are not responsible for verifying the content of such financial information, market data, or report, and no warranty of any kind is given by us, whether implied or express or statutory, as to such content.
- 客戶確認及同意在依據任何金融資訊、市場數據或報告行動前，客戶須自行負責判斷及核實該等金融資訊、市場數據或報告，並就使用任何該等金融資訊、市場數據或報告諮詢獨立的專業意見。本行不會對客戶或任何人士就倚賴該等金融資訊、市場數據或報告所作出的任何決定或行動負責。本行並不因向客戶發放由本行的代理、承辦商及/或第三方服務供應商提供的該等金融資訊、市場數據或報告，而代表或暗示本行認同其內容。本行並無責任核實該等金融資訊、市場數據或報告的內容，並且本行不會就該等內容提供任何保證，不論是默示或明示或法定的保證。
- 14.3 You acknowledge that all financial information, market data, or reports are subject to change at any time without prior notice, and neither we nor any of our agents, contractors or third party services providers are obliged to update or correct such financial information, market data, or report. Neither we nor any of our agents, contractors or third party services providers guarantee the accuracy, adequacy, availability, completeness, suitability, timeliness, truth or reliability of any financial information, market data, or reports.
- 客戶確認所有的金融資訊、市場數據或報告可在任何時候、無須提前通知的情況下發生變更，且本行或本行的代理、承辦商或第三方服務供應商並無更新或更改此等金融資訊、市場數據或報告的義務。本行及本行的代理、承辦商或第三方服務供應商並不保證任何金融資訊、市場數據或報告的準確性、足夠性、可用性、完整性、適用性、適時性、真實性或可靠性。
- 14.4 You acknowledge that all the images, logos, photos, content, videos, graphics, financial information, market data or reports provided by us are the proprietary or intellectual property of us and/or our agent, contractor, or third party services provider, and you shall keep it/them confidential in accordance with Condition 13 and shall not sell, reproduce, publish, circulate, broadcast, assign, lease, disseminate or redistribute without our prior written consent or unless this is required by laws. You also acknowledge that we and/or our agents, contractors, or third party services providers retain all copyright, patent, trademark in connection with all the images, logos, photos, content, videos, graphics, financial information, market data or reports.
- 客戶確認所有本行提供的圖像、標誌、相片、內容、錄影、圖形、金融資訊、市場數據或報告是本行及/或本行的代理、承辦商、第三方服務供應商的私有財產或知識產權，且客戶須依據細則第 13 條對其保密；並且除非法律要求，客戶不得在未取得本行事先書面同意前出售、複製、刊印、傳閱、廣播、分配、租借、散播或再轉發。客戶亦確認本行及/或本行的代理、承辦商或第三方服務供應商保留一切與圖像、標誌、相片、內容、錄影、圖形、金融資訊、市場數據或報告相關的版權、專利權、商標權。
- 14.5 You acknowledge that, unless explicitly stated under these Conditions or in other agreements between you and us, you do not acquire any proprietary or intellectual property rights in any images, logos, photos, content, videos, graphics, information, data, software or other materials provided by us in connection with our Corporate e-Banking Services (including any user guide and security device (including without limitation the USBKey)).
- 客戶確認，除根據此等細則或客戶與本行的其他協議明確規定外，客戶未獲得本行就本行企業網上銀行服務所提供之任何圖像、標誌、相片、內容、錄影、圖形、信息、資料、軟件或其他材料（包括任何用戶指南及保安裝置（包括但不限於陽光網盾））的任何所有權或知識產權權利。
- 15. Others 其他**
- 15.1 We may issue a prior notice to you informing you of any change to these Conditions (and, where practicable, or where any variation of these Conditions affects your rights or obligations, not less than 30 days' prior notice), charges and fees (in accordance with Condition 5.1), or any user guide issued by us. If you or any of your Delegates continue to use our Corporate e-Banking Services on or after the effective date of such change, you will be deemed to have accepted the change and such change shall be binding on you. 本行可向客戶發出提前通知，告知客戶此等細則（及如切實可行，或任何此等細則的變更影響客戶的權利及義務，給予至少提前 30 天發出通知）、收費及費用（符合細則第 5.1 條）、或任何本行發予的用戶指南的任何變更。如果客戶或任何客戶代表在該等變更生效之日或之後繼續使用本行企業網上銀行服務，則視為客戶已經接受該等變更且該等變更對客戶具有約束力。
- 15.2 Any communication sent to your last known address, last known email address, or last known facsimile number on our record will be deemed to be received by you (where delivered personally) when left at such address, or (where sent by email or facsimile) on despatch, or (where sent by post) 2 days after posting to a local address and 7 days if posted to an overseas address. Any communication sent by you to us is effective only when actually received by us.
- 任何發送至客戶於本行記錄的最後所知住所地址、郵箱地址或傳真號碼的通訊，在下述情況應被當作已被客戶收到：（如屬專人遞交）當留置在該等地址之時；（如以電郵或傳真傳送）在發出之時；（如以郵寄的方式寄至本地地址）則寄出後 2 日之時，而如寄至國外地址，則寄出後 7 日之時。任何客戶向本行作出的通訊於本行實際收悉之日起生效。

- 15.3 You must promptly notify us in writing of any change of your information or any other particulars relating to you, your account(s) with us, or your use of our Corporate e-Banking Services.
就任何客戶資料或任何其他有關客戶、客戶於本行的賬戶或客戶使用本行企業網上銀行之詳細資料的更改，客戶必須立即以書面形式通知本行。
- 15.4 We may, without notice to you or your consent, delegate or sub-contract any of our rights or obligations under these Conditions to any third party, and appoint any third party service providers, agents, or sub-contractors to provide the whole or part of our Corporate e-Banking Services.
本行可在未提前通知或未取得客戶同意的前提下，轉讓或分判於此等細則項下本行的任何權利或義務予任何第三方，及委任任何第三方服務供應商、代理或分判商提供全部或部分本行企業網上銀行服務。
- 15.5 These Conditions constitute the entire agreement between you and us concerning the use of our Corporate e-Banking Services. Neither of you or us will have a right of action against the other in relation to any oral, communication, representation, warranty and discussion in respect of our Corporate e-Banking Services. Our General Conditions for Accounts and/or any other terms and conditions and/or agreements and/or mandates relating to the operation of your account(s) with us shall remain unaffected and continue to apply, but where there is any conflict or discrepancy, these Conditions shall prevail for the purpose of our Corporate e-Banking Services.
此等細則構成客戶及本行有關使用本行企業網上銀行服務的全部協議。客戶及本行均無權以任何與使用本行企業網上銀行服務有關的口述、通訊、陳述，保證及商討進行訴訟。本行的《賬戶一般條款》及/或其他與客戶賬戶的運作有關的任何條款與細則及/或協議及/或指令均不受影響及繼續適用，但若存在任何矛盾或歧義，就本行企業網上銀行服務而言以此等細則為準。
- 15.6 If you are a partnership, these Conditions will continue to be binding on you unless revoked by written notice of any one partner, notwithstanding any change of name of the partnership, addition of any new partner(s), or cessation of any partner by reason of death or otherwise.
若客戶為合夥企業，則除非由任何一名合夥人發出書面通知予以撤銷，否則此等細則將持續對客戶具有約束力，即使合夥企業的名稱發生變更、任何新合夥人加入或有任何合夥人因死亡或其他原因停止作為合夥人。
- 15.7 Nothing in these Conditions shall affect any of our right of set-off or combination regarding any of your account(s) with us.
此等細則不影響任何本行可抵銷權利或合併任何客戶的本行賬戶的權利。
- 15.8 You acknowledge that the provision or use of our Corporate e-Banking Services in certain countries or territories may be subject to supplementary and/or addition terms and conditions. Where applicable, you agree to be bound by such supplementary and/or additional terms and conditions.
客戶確認本行企業網上銀行的條文及使用在若干國家或地區可能須受補充及/或額外條款與細則的限制。在適用情況下，客戶同意受該等補充及/或額外條款與細則的約束。
- 15.9 You agree that our records of any Electronic Instruction(s), transaction, use of our Corporate e-Banking Services, or communication between you and us are final and conclusive unless such record contains a manifest error.
除明顯錯誤外，客戶同意任何於本行的電子指令、交易、本行企業網上銀行服務的使用、或本行與客戶之間的通訊的記錄均為最終及不可推翻。
- 15.10 To the maximum extent permissible under applicable laws, you agree not to object to the admission of records (including without limitation any computer or electronic records) as evidence in legal proceedings.
在適用法律允許的最大範圍內，客戶同意不會反對接納本行的記錄（包括但不限於任何電腦或電子記錄）作為法律程序之證據。
- 15.11 If any one or more of the provisions of these Conditions becomes void, illegal or unenforceable, it will, to the extent permitted by law, be severed and the remainder of the provisions will not be affected.
倘若此等細則的一項或多項條文無效、非法或不可執行，其將於法律允許的範圍內予以分割而不影響其他條文的有效性。
- 15.12 No person other than you and us will have the right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions in these Conditions. No third party consent is required to vary or terminate the agreement between you and us in respect of these Conditions.
除客戶及本行以外，並無其他人士有權按《合約（第三者權利）條例》（香港法例第623章）執行此等細則的任何條文，或享有此等細則任何條文下的利益。客戶及本行不須經任何第三方同意就此等細則之協議作變更或終止。
- 15.13 These Conditions are governed by and will be construed in accordance with the laws of Hong Kong and any dispute is subject to the non-exclusive jurisdiction of the courts of Hong Kong.
此等細則受香港法律管轄，並據此解釋，且任何爭議均受香港法院的非專屬司法管轄權管轄。
- 15.14 The termination of your access to and use of our Corporate e-Banking Services will not affect any provision of these Conditions which survives or continues to remain in full force and effect after such termination (including without limitation the authority and consent given to us under Conditions 13.1 and 13.2 and your duty under Conditions 14.4).

In the case of any discrepancy between English and Chinese version, the English version shall prevail. 如有差異，以英文版為準

客戶對登錄及使用本行企業網上銀行服務之終止，並不會影響此細則內仍需履行或仍持續存在或繼續生效之任何條款(包括但不限於第 13.1 及 13.2 條中給予本行的授權及同意，及第 14.4 條有關客戶的責任)。

- 15.15 Wherever there is a discrepancy between the Chinese and the English versions of these Conditions, the English version shall prevail. 倘若此等細則的中文版本與英文版本存在歧義，則以英文版本為準。

[China Everbright Bank Hong Kong Branch Weixin Official Account] is part of our Corporate e-Banking Services. If you choose to use the services, the following terms and conditions will apply.

[中国光大银行香港分行官方微信賬號]是本行的企業網上銀行服務的其中一項服務。如客戶選用本服務，其將適用於以下之條款及細則。

Terms and Conditions for [China Everbright Bank Hong Kong Branch Weixin Official Account] [中国光大银行香港分行官方微信賬號]條款及細則

These Terms and Conditions shall govern the use of [China Everbright Bank Hong Kong Branch Weixin Official Account]. PLEASE READ AND UNDERSTAND THESE TERMS AND CONDITIONS BEFORE YOU REGISTER FOR THE [CHINA EVERBRIGHT BANK HONG KONG BRANCH WEIXIN OFFICIAL ACCOUNT]. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT REGISTER FOR THE SERVICES.

此等條款及細則規管有關[中国光大银行香港分行官方微信賬號]的使用。登記使用[中国光大银行香港分行官方微信賬號]之前，請仔細閱讀及明白此等條款及細則。如客戶不接受此等條款及細則，請勿登記服務。

1. Definition and Interpretation 定義與解釋

1.1 In these Terms and Conditions, 在此等條款及細則中：

“Account” means any bank account (including, without limitation, savings account, current account and any other account offered by us) held in your name with us;

「賬戶」指以客戶名義於本行開立之任何銀行賬戶（包括但不限於存款賬戶、往來賬戶及任何由本行提供之其他賬戶）；

“Binding” means the action of linking a Designated WeChat/Weixin Account with your profile in respect of our Corporate e-Banking Services which is performed by your representative through the Official Account or by such other means specified by and acceptable to us, and “Bind” and “Bound” shall be construed accordingly;

「綁定」指客戶之代表透過官方賬號或以其他本行指定或接納的方式，將某一指定微信賬戶與客戶在本行之企業網上銀行服務項下的用戶賬戶連結的行為；而「已綁定」一詞應按此解釋；

“[China Everbright Bank Hong Kong Branch Weixin Official Account]” means the banking services provided by us using Weixin as a channel from time to time subject to these Terms and Conditions;

「[中国光大银行香港分行官方微信賬號]」指本行以微信為渠道而不時根據此等條款及細則提供的銀行服務；

“Corporate e-Banking Services” means the banking services provided by us using the internet or proprietary network in accordance with the security mode agreed between you and us as a channel from time to time subject to our “Terms and Conditions for Corporate e-Banking Services”;

「企業網上銀行服務」指本行通過互聯網或私有網路（該等網路符合銀行和客戶對安全模式的要求）為渠道而不時根據本行的「企業網上銀行服務條款與細則」提供的銀行服務；

“Designated WeChat/Weixin Account” means each WeChat/Weixin user account with which your representative Binds your profile in respect of our Corporate e-Banking Services;

「指定微信賬戶」指由客戶之代表與客戶在本行之企業網上銀行服務項下的用戶賬戶進行綁定的各微信用戶賬戶；

“Electronic Message” means any message, notice and/or other communication in connection with or in relation to one or more Account(s) or any transactions conducted by you, as may from time to time sent by us under the Notification Service;

「電子訊息」指在訊息提示服務項下任何不時由本行發送的有關賬戶（一個或多個）或任何客戶進行之交易的訊息；

“Follow” means subscribe to the Official Account in respect of the Weixin service, and “Followed” shall be construed accordingly;

「關注」指就微信服務而言中官方賬號的訂閱行動；而「已關注」一詞應按此解釋；

“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；

“Notification Service” means the notification service provided by us under the [China Everbright Bank Hong Kong Branch Weixin Official Account], subject to these Terms and Conditions and more particularly described in Clause 3 below;

「訊息提示服務」指本行在[中国光大银行香港分行官方微信賬號]項下並根據此等條款及細則且詳述於以下第3條所提供的訊息提示服務；

“Official Account” means the [CEBHK Corporate e-Banking Weixin Official Account] operated by us with Weixin in respect of the Weixin service;

「官方賬號」指本行就微信服務在微信平台運作的[光銀香港企業網銀微信官方賬號]；

In the case of any discrepancy between English and Chinese version, the English version shall prevail. 如有差異，以英文版為準

“PRC” means People’s Republic of China other than Hong Kong, Macao Special Administrative Region and Taiwan, for the purpose of these Terms and Conditions;

「中國」指，就此等條款及細則的目的，中華人民共和國（不包括香港、澳門特別行政區及台灣）；

“Service Provider” means any entity that provides the Weixin service;

「服務提供者」指任何提供微信服務的企業實體；

“Unbinding” means the termination of the linkage between a Designated WeChat/Weixin Account and your Bound profile in respect of our Corporate e-Banking Services which is performed by your representative through the Official Account or by such other means specified by and acceptable to us, and “Unbind” and “Unbound” shall be construed accordingly;

「解除綁定」指客戶之代表透過官方賬號或以其他本行指定或接納的方式，終止某一指定微信賬戶與客戶在本行之企業網上銀行服務項下有關已綁定用戶賬戶之連結的行為，而「已解除綁定」一詞應按此解釋；

“We”, “our” or “us” means China Everbright Bank Co., Ltd., Hong Kong Branch (Incorporated in the People’s Republic of China with limited liability); and

「本行」指中國光大銀行股份有限公司香港分行（在中華人民共和國成立的有限責任公司）；及

“You” or “your” means our corporate customer which (a) applies for our Corporate e-Banking Services and (b) registers for using the [China Everbright Bank Hong Kong Branch Weixin Official Account] and agrees to be bound by these Terms and Conditions.

「客戶」指(a)申請使用本行的企業網上銀行服務及(b)登記使用[中国光大银行香港分行官方微信賬號]並同意接受此等條款及細則約束的本行企業客戶。

1.2 Headings are inserted for ease of reference only and do not affect the interpretation of any provision hereof.

標題僅供方便參考之用，並不會影響在此任何條文的詮釋。

2. Applicable Terms 適用條款

2.1 By registering for using or continuing to use the [China Everbright Bank Hong Kong Branch Weixin Official Account], you shall be deemed to have accepted and will be bound by (a) these Terms and Conditions and (b) our “Privacy Policy Statement” and “The Personal Data (Privacy) Ordinance – Personal Information Collection Statement” which are set out in the Schedule hereto and are incorporated into these Terms and Conditions by reference.

客戶一經登記使用或持續使用[中国光大银行香港分行官方微信賬號]，即表示接受 (a) 此等條款及細則以及 (b) 《私隱政策聲明》和《個人資料（私隱）條例 — 收集個人資料聲明》（載列於本文之附錄且按在此提述納入此等條款及細則），並受該等條款約束。

2.2 These Terms and Conditions are in addition to and supplemental to, but do not replace, any other terms and conditions applicable to any Account, our services or products or the use of the Official Account. In case of any conflict, these Terms and Conditions shall prevail insofar as your use of the [China Everbright Bank Hong Kong Branch Weixin Official Account] is concerned.

此等條款及細則乃附加於及補充（但並不取代）任何適用於賬戶、本行之產品及服務或官方賬號的使用的其他條款及條件。如有任何衝突，就客戶使用[中国光大银行香港分行官方微信賬號]方面而言，概以此等條款及細則為準。

2.3 You acknowledge and agree that the provision and use of the [China Everbright Bank Hong Kong Branch Weixin Official Account] shall also be subject to any applicable laws, rules, regulations, guidelines, codes or notices (whether or not having the force of law) issued by any regulatory authority, government agency, exchange or professional body from time to time, and any applicable service terms and rules in respect of the Weixin service.

客戶確認及同意[中国光大银行香港分行官方微信賬號]的提供及使用須受任何監管機構、政府機關、交易所或專業團體不時發出之任何適用法律、規則、規例、指引、守則或通知（不論是否具法律效力）以及其他適用於微信服務的服務條款及規則之規限。

3. [China Everbright Bank Hong Kong Branch Weixin Official Account] [中国光大银行香港分行官方微信賬號]

3.1 [China Everbright Bank Hong Kong Branch Weixin Official Account] is part of our Corporate e-Banking Services. We will provide the [China Everbright Bank Hong Kong Branch Weixin Official Account] to our corporate customers only.

[中国光大银行香港分行官方微信賬號]是本行的企業網上銀行服務的其中一項服務，本行僅向本行的企業客戶提供[中国光大银行香港分行官方微信賬號]。

3.2 We have the right to determine from time to time the scope and features of the [China Everbright Bank Hong Kong Branch Weixin Official Account] to be made available (including but not limited to the type of transactions and the timing and frequency of providing the services) and we may from time to time introduce and provide new service(s) through the [China Everbright Bank Hong Kong Branch Weixin Official Account].

In the case of any discrepancy between English and Chinese version, the English version shall prevail. 如有差異，以英文版為準

本行有權不時決定[中国光大银行香港分行官方微信賬號]之可取用的服務範圍及特點（包括但不限於交易種類以及服務時間及頻率），並本行可不時經[中国光大银行香港分行官方微信賬號]推出及提供新服務。

Registration 登記

- 3.3 You shall, at our request, execute such documents, provide such information and perform such acts as we may consider necessary or expedient to register for the [China Everbright Bank Hong Kong Branch Weixin Official Account]. You agree and acknowledge that only your representative(s) who is/are appointed by you to access your profile in respect of our Corporate e-Banking Services can use the [China Everbright Bank Hong Kong Branch Weixin Official Account]. You shall promptly notify us of any changes to any information or documents provided to us related to or for any purpose of the [China Everbright Bank Hong Kong Branch Weixin Official Account].

客戶須在本行要求時簽署、提供及執行本行認為必需或適當的有關文件、資料及行動，以登記使用[中国光大银行香港分行官方微信賬號]。客戶同意及確認，獲客戶委任取用客戶在本行的企業網上銀行服務項下之用戶賬戶的客戶代表方可使用[中国光大银行香港分行官方微信賬號]。如客戶因[中国光大银行香港分行官方微信賬號]或與之有關的目的而向本行提供的任何資料或文件有任何更改，客戶須迅速通知本行。

Binding/Unbinding Arrangement 綁定/解除綁定安排

- 3.4 You acknowledge that, after a successful registration, each of your representatives shall Follow the Official Account and perform Binding before we may provide the [China Everbright Bank Hong Kong Branch Weixin Official Account] to you. At the time of Binding, each of your representatives shall perform such acts as required by us to verify his/her identity. Upon a successful Binding, the relevant representative may log in and access the [China Everbright Bank Hong Kong Branch Weixin Official Account] through the Official Account.

客戶確認，於成功登記後，客戶之各代表須先關注官方賬號及進行賬戶綁定，本行才向客戶提供[中国光大银行香港分行官方微信賬號]。當進行賬戶綁定時，客戶的各代表須執行本行要求的程序以進行其身分核證。一經成功綁定賬戶，相關客戶代表可經官方賬號登入及取用[中国光大银行香港分行官方微信賬號]。

- 3.5 You acknowledge that we may not provide the [China Everbright Bank Hong Kong Branch Weixin Official Account] through a Designated WeChat/Weixin Account where, in our opinion, such Designated WeChat/Weixin Account is invalid or UnBound. 客戶確認如本行認為某個指定微信賬戶並非有效或已解除綁定，本行可以不接受該指定微信賬戶作為提供[中国光大银行香港分行官方微信賬號]的渠道。

- 3.6 You shall perform Unbinding for your Bound profile in respect of our Corporate e-Banking Services if you do not wish to continue using the [China Everbright Bank Hong Kong Branch Weixin Official Account] via the relevant Designated WeChat/Weixin Account(s). Unfollow the Official Account does not mean that the Binding status has been cancelled.

如客戶不願意透過有關指定微信賬戶繼續使用[中国光大银行香港分行官方微信賬號]，客戶須對在本行之企業網上銀行服務項下的有關已綁定的用戶賬戶進行解除綁定。取消關注官方賬號並不代表綁定狀態將會取消。

Notification Service 訊息提示服務

- 3.7 We may provide the Notification Service under which we send such kinds of Electronic Message as prescribed by us from time to time (in our absolute discretion) via the relevant Designated WeChat/Weixin Account(s). In order for any of your representatives to receive the Electronic Message via his/her Designated WeChat/Weixin Account, he/she shall log in to the [China Everbright Bank Hong Kong Branch Weixin Official Account] and register for the Notification Service.

本行可透過指定微信賬戶提供訊息提示服務，其中本行將發送不時指定類別的電子訊息（可由本行全權決定）。客戶代表須登入[中国光大银行香港分行官方微信賬號]及登記使用訊息提示服務，方可透過指定微信賬號收取任何電子訊息。

- 3.8 Any Electronic Message sent by us via the [China Everbright Bank Hong Kong Branch Weixin Official Account] to the relevant Designated WeChat/Weixin Account(s) shall be deemed to be delivered successfully at the time when the Electronic Message was sent by us to the Service Provider, regardless of whether such Electronic Message is accepted by an information system outside our control or whether such Electronic Message comes to your knowledge. Unless otherwise agreed by us, any Electronic Message will be sent by us once only. You and your representative(s) shall check the relevant Designated WeChat/Weixin Account(s) regularly for any Electronic Message.

本行透過[中国光大银行香港分行官方微信賬號]向指定微信賬戶發出的任何電子訊息，於本行發出該電子訊息予服務提供者時即視為已成功送出，不論該電子訊息是否被本行無法控制的資訊系統接受，或不論該電子訊息是否為客戶得悉。除非本行另行同意，本行只發送任何電子訊息一次。客戶及其代表應定期查看有關指定微信賬戶有否收到任何電子訊息。

- 3.9 Unless otherwise agreed by us, all Electronic Messages sent by us is one-way communication, and you and your representative(s) should not reply to any of them. You shall report to us immediately if any Electronic Message is received which purports to request for any reply or any account or personal information.

除非本行另行同意，本行所發出的所有電子訊息皆是單向的，而客戶及其代表不應回覆任何電子訊息。如收到任何意圖取得任何回覆或任何賬戶或個人資料的電子訊息，客戶應立即通知本行。

- 3.10 You acknowledge that any information contained in the Electronic Messages is for reference only, is not binding on us, and shall not be relied upon nor be taken as conclusive evidence of the matter to which it relates by you or any other person.

In the case of any discrepancy between English and Chinese version, the English version shall prevail. 如有差異，以英文版為準

客戶確認載列於電子訊息中的任何資料僅供參考之用，對本行並無約束力，而客戶或任何其他人士不應依賴該等資料或以其作為有關事宜的不可推翻之證據。

Suspension and Termination 暫停及終止

- 3.11 If any of your representatives is no longer appointed by you to access your profile in respect of our Corporate e-Banking Services, we will terminate his/her access to and use of the [China Everbright Bank Hong Kong Branch Weixin Official Account], including the Notification Service.

如客戶的任何代表不再獲客戶委任可取用客戶於本行的企業網上銀行服務項下的用戶賬戶，本行將終止其取用及使用[中国光大银行香港分行官方微信賬號]，包括訊息提示服務。

- 3.12 Without prejudice to Clause 3.2 above, we may without notice suspend or terminate all or any part of the [China Everbright Bank Hong Kong Branch Weixin Official Account] for any reason, including without limitation, invalid data, closure of the Official Account, breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by any telecommunications companies concerned or by the Service Provider, or if you inform us that a Designated WeChat/Weixin Account is being accessed or used by unauthorized person(s) or is suspended or terminated. We shall not assume any liabilities or responsibilities for any such suspension or termination of our services.

在無損上文第 3.2 條的原則下，本行可在未有任何通知情況下因任何原因暫停或終止提供[中国光大银行香港分行官方微信賬號]的全部或任何部分。該等原因包括但不限於任何有關的電訊公司或服務提供者引致或產生的數據無效、官方賬戶的關閉、故障、維修、修改、擴大及／或提升功能工程，或客戶通知本行某指定微信賬戶被未經授權人士取用或使用，或被暫停或被終止使用。對於任何該等本行服務的暫停或終止，本行概不負責或承擔任何責任。

4. Use of Information 資料的使用

- 4.1 By performing Binding, each of your representatives agrees and authorizes us to link his/her Designated WeChat/Weixin Account (identified by the WeChat/Weixin Open ID of such Designated WeChat/Weixin Account) with your profile in respect of our Corporate e-Banking Services and all other details and information relating to your Accounts, transactions or dealings with us, and to use his/her information for the purposes of providing the [China Everbright Bank Hong Kong Branch Weixin Official Account] to you.

進行綁定即客戶之各代表同意並授權本行將其指定微信賬戶（以該指定微信賬戶的賬戶識別碼（WeChat/Weixin Open ID）作出分辨）與客戶在本行的企業網上銀行服務中之用戶賬戶及其他有關客戶的賬戶、與本行的交易或商業往來之資料連結，並可使用其資料向客戶提供[中国光大银行香港分行官方微信賬號]。

- 4.2 In order to provide the [China Everbright Bank Hong Kong Branch Weixin Official Account], we will access the WeChat/Weixin Open ID of the relevant Designated WeChat/Weixin Account and store a record of such WeChat/Weixin Open ID in our system. When we send an Electronic Message under the Notification Service, we will provide the WeChat/Weixin Open ID of such Designated WeChat/Weixin Account and the Electronic Message to the Service Provider, and after verification, the Service Provider will send the Electronic message to you via such Designated WeChat/Weixin Account.

為提供[中国光大银行香港分行官方微信賬號]，本行將取用有關指定微信賬戶的賬戶識別碼，並將該賬戶識別碼的記錄儲存於本行的系統中。當本行發送訊息提示服務項下的電子訊息，本行會先將賬戶識別碼及電子訊息內容發送予服務提供者，服務提供者在核實後會經指定微信賬戶發送該電子訊息予客戶。

- 4.3 Each of your representatives acknowledges and agrees that his/her personal data and information, the WeChat/Weixin Open ID, Electronic Messages, and all Binding and Unbinding instructions will be used and retained by us (and may be transferred to our service providers, including, without limitation, our head office, group companies or any third party appointed by us) for the purposes of providing the [China Everbright Bank Hong Kong Branch Weixin Official Account] and conducting statistical analysis, and for other purposes as set out in our “Privacy Policy Statement” and “The Personal Data (Privacy) Ordinance – Personal Information Collection Statement”.

客戶的各代表確認及同意本行將會使用及保留其個人資料及信息、賬戶識別碼、電子訊息及所有綁定和解除綁定的指示（並可能將該等資料轉移予本行的服務提供者，包括但不限於本行總行、集團公司或任何本行委聘的第三方），以提供[中国光大银行香港分行官方微信賬號]及進行數據分析，以及根據《私隱政策聲明》和《個人資料（私隱）條例 — 收集個人資料聲明》項下的其他用途。

- 4.4 You and each of your representatives acknowledge and agree that the Service Provider and any parties engaged by the Service Provider which support the Weixin Service may be able to have access to the information communicated under the [China Everbright Bank Hong Kong Branch Weixin Official Account].

客戶及其各代表確認並同意服務提供者及其就支援微信服務委聘的任何方可能會取得任何透過[中国光大银行香港分行官方微信賬號]通訊的資料。

5. Fees and Charges 費用及收費

In the case of any discrepancy between English and Chinese version, the English version shall prevail. 如有差異，以英文版為準

5.1 We reserve the right to charge any fees or revise any charging structure from time to time by notice to you in relation to the [China Everbright Bank Hong Kong Branch Weixin Official Account].
就[中国光大银行香港分行官方微信賬號]，本行保留權利可不時向客戶發出通知以收取任何費用或修訂收費結構之權利。

5.2 You and your representative(s) shall be responsible for all fees and charges imposed by the Service Provider, the mobile service providers and the network operators in connection with the use of [China Everbright Bank Hong Kong Branch Weixin Official Account] through the relevant Designated WeChat/Weixin Account(s) and the related mobile device(s) or equipment (including data usage).
經有關指定微信賬戶及相關設備或流動裝置（包括數據使用情況）使用[中国光大银行香港分行官方微信賬號]，客戶或其代表須負責由服務提供者，移動服務供應商以及網絡運營商所收取的所有費用和收費。

6. Security 保安事項

6.1 You agree that the [China Everbright Bank Hong Kong Branch Weixin Official Account] is for your exclusive use and you shall not allow any unauthorized person to access or use the [China Everbright Bank Hong Kong Branch Weixin Official Account].
客戶同意[中国光大银行香港分行官方微信賬號]只提供予客戶獨有地使用，而客戶不得容許任何未經許可的人士取用或使用[中国光大银行香港分行官方微信賬號]。

6.2 It is your responsibility to take appropriate measures to monitor and control the use of the [China Everbright Bank Hong Kong Branch Weixin Official Account] by your representative(s), and to adopt proper safeguards against improper use by unauthorized persons or for unauthorized purposes. You and your representative(s) should comply with the security information provided by us from time to time for the use of [China Everbright Bank Hong Kong Branch Weixin Official Account] and to protect your equipment and mobile devices. Otherwise, you and your representative(s) will bear the associated risks and consequences that may arise from the equipment/mobile devices or the use of [China Everbright Bank Hong Kong Branch Weixin Official Account].
客戶有責任採取適當措施，以監察及控制其代表使用本行之[中国光大银行香港分行官方微信賬號]，並採取適當安全措施以防止未經許可的人士使用該等服務或將該等服務用於未經許可的用途。客戶及其代表應遵守本行不時提供的保安資訊，以使用[中国光大银行香港分行官方微信賬號]和保護有關設備和流動裝置。否則，客戶及其代表將承擔由設備/流動裝置或使用[中国光大银行香港分行官方微信賬號]所引起的相關風險及後果。

6.3 You and your representative(s) are responsible for the security of the relevant equipment, mobile device(s) and the relevant Designated WeChat/Weixin Account(s). You and your representative(s) shall ensure that the relevant equipment and/or mobile device(s) is/are not tampered with (e.g. rooted, jail-broken).
客戶及其代表負責有關設備、流動裝置及有關指定微信賬戶之保安。客戶及其代表須確保有關設備及/或流動裝置未被擅自修改（如已開放根目錄權限、軟件保護被破解等）。

6.4 You acknowledge that the relevant equipment and/or mobile device(s) should be properly installed with our approved App of WeChat/Weixin with the Official Account Followed and have proper internet connection (e.g. choosing encrypted wireless network) before any of them may receive or deliver any communication under the [China Everbright Bank Hong Kong Branch Weixin Official Account].
客戶確認有關設備及/或流動裝置必須已被適當地裝上由本行認可之微信應用程式及已關注官方賬號，並有適當的網絡連線（如選用加密無線網絡），方透過[中国光大银行香港分行官方微信賬號]接收或發送任何通訊。

6.5 Upon knowing or believing that there is any actual or possible unauthorised use of a Designated WeChat/Weixin Account, you shall, as soon as reasonably practicable, notify us in writing or by calling our designated telephone hotline as notified to you from time to time for reporting such incident. In the event of receiving any such report, we shall be entitled to take such action as we may think fit if we accept in good faith that such report is proper and genuine.
當客戶知悉或相信有任何實際或可能未經授權使用某一指定微信賬戶的情況，客戶須在合理地切實可行的範圍內儘快以書面形式或致電本行不時通知客戶的指定電話熱線以通知本行及舉報該（等）事件。在收到任何有關報告的情況下，若本行真誠地接受該報告為正確及真實的，本行有權採取本行認為適當的行動

6.6 You shall advise us of any change to the mobile phone number or email address of any of your representatives registered us for the purpose of using the [China Everbright Bank Hong Kong Branch Weixin Official Account] without delay.
客戶不應延遲通知本行有關客戶的任何代表為使用[中国光大银行香港分行官方微信賬號]所登記的手提電話號碼或電郵地址之任何變更。

7. Limitation of Liabilities 法律責任限制

7.1 When we can show that an Electronic Message was sent to the Service Provider, we will not be liable for any loss or damage suffered by you due to such Electronic Message not being received by you or your representative(s) accurately or at all.
當本行可證明已將電子訊息發送予服務提供者，則對於客戶或其代表沒有準確地收到電子訊息或沒有收到電子訊息而客戶因此所遭受的損失或損壞，本行概不負責。

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- 7.2 We do not assume any liability or responsibility (unless the following is caused solely and directly by our gross negligence or wilful default) to you or any other person for any losses, damages or consequences arising from or in connection with:
本行概不就以下事項所導致任何損失或損壞或有關的後果向客戶或任何其他人士承擔任何責任或義務（除非該等事項是由於本行的嚴重疏忽或故意失責單獨及直接所致）：
- (a) any interruption, suspension, delay, error, loss, mutilation or other failure in providing the [China Everbright Bank Hong Kong Branch Weixin Official Account] howsoever caused;
因任何理由而在提供[中国光大银行香港分行官方微信賬號]時出現的任何干擾、中斷、延誤、錯誤、損失、毀壞或其他故障；
 - (b) any mechanical failure, power failure, malfunction or software failure in connection with the [China Everbright Bank Hong Kong Branch Weixin Official Account];
與[中国光大银行香港分行官方微信賬號]有關的任何機械故障、電力故障、失靈或軟件故障；
 - (c) any losses or damages caused to your data, software, computer, mobile device or other equipment as a result of the use of the [China Everbright Bank Hong Kong Branch Weixin Official Account];
因使用[中国光大银行香港分行官方微信賬號]而導致客戶的資料、軟件、電腦、流動裝置或其他設備有任何損失或損壞；
 - (d) any losses caused by the Service Provider or any third parties in connection with the [China Everbright Bank Hong Kong Branch Weixin Official Account] (including, without limitation, any acts or omissions of the Service Provider or any third parties in relation to the access, use, retention, disclosure or processing of the Electronic Messages, the personal data of your representative(s) and/or relevant security controls, whether authorized or unauthorized and whether or not in accordance with the data privacy policy of the Service Provider); or
服務提供者或任何第三方造成的而與[中国光大银行香港分行官方微信賬號]有關的任何損失（包括取用、使用、儲存、披露或處理電子訊息、客戶代表的個人資料及/或有關的保安措施，不論獲授權或未經授權，亦不論是否根據服務提供者的私隱政策）；或
 - (e) any unauthorized or accidental access, use or disclosure of the Electronic Messages or the personal data of your representative(s) during their transmission.
在傳送過程中電子訊息或客戶代表的個人資料遭任何未經授權或意外地取用、使用或披露。
- 7.3 You acknowledge that the Service Provider and any parties engaged by the Service Provider which support the Weixin Service are neither our agencies nor representing us. There is no partnership or joint venture between any of them with us. We shall not be responsible for any acts or omissions of the Service Provider and any such parties.
客戶確認服務提供者及其為支援微信服務而委聘的任何方並非本行的代理，亦非本行的代表。本行與該等服務提供者及該等相關方並無任何合夥或合營關係。本行毋須就該等服務提供者及該等相關方的行為或遺漏負責。
- 7.4 Without limiting the Clauses 7.2 and 7.3 above, we will not assume any liability or responsibility for any error or failure in information transmitted to you, and we shall not be liable for the consequences arising from any cause beyond our reasonable control, including, without limitation, failure of the relevant equipment or mobile device to receive information, suspension or termination of the Weixin service, any telecommunications breakdown, technical failure, path failure or interruption of the relevant equipment or mobile device.
在不限制上文第 7.2 條及第 7.3 條的情況下，本行毋須就傳送予客戶的訊息中有任何錯誤或失誤承擔任何責任或義務，並對於本行無法合理控制的情況(包括但不限於有關設備及/或流動裝置失靈而無法接收資料、微信服務的暫停或終止、有關設備或流動裝置的任何通訊中斷、技術故障、路徑故障或干擾) 所產生的後果，本行均不負責。
- 7.5 You acknowledge and agree to be solely responsible and bound by any terms and conditions imposed by the Service Provider and we shall not be liable for any breaches of any such terms and conditions committed by you or your representative(s).
就服務提供者所施加的條款及條件，客戶確認及同意自行負責並受其約束。本行毋須就客戶或其代表違反任何該等條款及條件負責。
- 7.6 You undertake to indemnify us against all claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which we may suffer or incur as a result of our agreement to provide the [China Everbright Bank Hong Kong Branch Weixin Official Account] to you.
客戶承諾就因本行同意向客戶提供[中国光大银行香港分行官方微信賬號]而可能導致，或本行可能蒙受或招致的一切申索、索求、責任、損失、損害賠償、費用及支出（不論任何性質），作出彌償。
- 7.7 It is your sole responsibility to verify any information received under the [China Everbright Bank Hong Kong Branch Weixin Official Account]. We do not assume any liability (whether in tort, contract or otherwise) for any reliance on any such information by you, your representative(s) or any other person.
客戶須負責核實任何經由[中国光大银行香港分行官方微信賬號]所接收的資料。本行概不對客戶、其代表或任何其他人士因依賴任何該等資料負責（不論是侵權行為責任、合約責任或其他方面）。

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8. Variation 修訂

We may issue a prior notice to you informing you of any change to these Terms and Conditions (and, where practicable, or where any variation of these Terms and Conditions affects your rights or obligations, not less than 30 days' prior notice) by way of display in our premises or on the Official Account or by such other method as we may decide.

本行可經在本行銀行分行或官方賬號上展示通告或其他本行決定的方式向客戶發出提前通知，告知客戶此等條款及細則（及如切實可行，或任何此等條款及細則的變更影響客戶的權利及義務，給予至少提前 30 天發出通知）的變更。

9. Assignment 轉讓

We may at any time assign or transfer any or all of our rights and obligations hereunder to any person without your consent. You shall not assign or transfer any of your rights or obligations hereunder to any person unless with our prior written consent.

本行可隨時向任何人士轉讓或轉移本行在此等條款及細則項下的任何或全部權利及義務，毋須取得客戶同意。除非取得本行事先書面同意，客戶不得向任何人士轉讓或轉移客戶在此等條款及細則項下的任何權利及義務。

10. Severability 可分割性

If any one or more of the provisions of these Terms and Conditions becomes void, illegal or unenforceable, it will, to the extent permitted by law, be severed and the remainder of the provisions will not be affected.

倘若此等條款及細則的一項或多項條文無效、非法或不可執行，其將於法律允許的範圍內予以分割而不影響其他條文的有效性。

11. Third Party Rights 第三者權利

No person other than you and us will have the right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions in these Terms and Conditions. No third party consent is required to vary or terminate the agreement between you and us in respect of these Terms and Conditions.

除客戶及本行以外，並無其他人士有權按《合約（第三者權利）條例》（香港法例第 623 章）執行此等條款及細則的任何條文，或享有此等細則任何條文下的利益。客戶及本行不須經任何第三方同意此等條款及細則之協議作變更或終止。

12. Governing Law and Jurisdictions 管轄法律及司法管轄權

These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong, and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

此等條款及細則受香港法律管限並按香港法律解釋，並各方同意接受香港法院的非專屬管轄權。

13. Governing Version 有效文本

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

若此等條款及細則的英文版本和中文版本之間有任何抵觸，應以英文版本為準。