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中銀集團

理財服務總條款

**BANK OF CHINA GROUP**

General Terms and Conditions  
for  
Banking Services

BKD-200 2001-1. 50000 C.

中銀集團

**BANK OF CHINA GROUP**

## 理財服務總條款

甲部份：一般條款及條件

### 1. 釋義

1.1 除上下文另有規定，在本條款中：-

「**簽署安排**」指客戶為操作在銀行開立的銀行賬戶或（視情況而定）就銀行提供的任何服務而指定被授權簽字（連同其簽字式樣）人作出的簽署安排，該簽署安排須由銀行接納，並可於銀行不時同意的情況下予以更改；

「**本協議**」指客戶與銀行所簽訂之**理財服務總協議**或（視情況而定）**理財及投資服務總協議**；

「**被授權簽字人**」指客戶為操作在銀行開立的銀行賬戶或（視情況而定）就銀行提供的任何服務而委任的被授權簽字人，該等被授權簽字人須由銀行接納，並可於銀行不時同意的情況下予以更改。為免疑問，若客戶是個人或由兩個或以上個人組成，該等被授權簽字人可包括該個人或（視情況而定）任何一位或多位組成客戶的個人，而除非文義不容許，「被授權簽字人」一詞指有關被授權簽字人連同其存於銀行之簽字式樣；

「**銀行**」指與客戶簽訂本協議的銀行；

「**銀行賬戶**」及「**服務**」分別指銀行在本協議項下或根據本協議為客戶開立或繼續提供的任何銀行賬戶及任何（理財或投資）服務及／或本協議所指的任何銀行賬戶及服務；

「**中銀集團**」指中國銀行香港分行、中銀銀行香港分行、國華商業銀行香港分行、集友銀行有限公司、華僑商業銀行有限公司、金城銀行香港分行、廣東省銀行香港分行、南洋商業銀行有限公司、浙江興業銀行香港分行、寶生銀行有限公司、新華銀行香港分行及鹽業銀行香港分行及任何分行、附屬公司、控股公司、聯營公司或上述任何銀行控制的公司或相關聯公司；

「**營業日**」指香港特區的銀行營業的日子；

「**客戶**」指與銀行簽訂本協議的人士；

「**香港特區**」指中華人民共和國香港特別行政區；

「**有關條款**」指規管在銀行開立的銀行賬戶操作或（視情況而定）由銀行提供的有關服務的條款及條件。為免生疑問，有關條款包括所載（但不限於）為客戶開立有關銀行賬戶或提供有關服務的本協議所載條文；

「**印鑑號**」指銀行不時訂立之印鑑號或號碼以代表任何一個或多個銀行賬戶或服務之被授權簽字人及簽署安排。

1.2 在有關條款（包括本甲部份）中的各段標題僅為方便參考而加添，不影響有關條款（包括本甲部份）的解釋。

1.3 除上下文另有規定：

(a) 表示單數的字詞亦包括複數在內，反之亦然；

(b) 表示某性別意思的字詞亦包括其他性別在內；

(c) 表示“人士”的字詞包括任何個人、公司、商號、合夥商號、合營企業、聯營企業、獨資商號或其它法團或非法團團體。

### 2. 聯名戶、獨資商號、合夥商號等

2.1 若客戶由兩名或以上人等組成，下列條文將適用：-

(a) 該等人士在本協議及／或有關條款或與任何在根據本協議及／或有關條款訂立的交易或合同下的責任是共同及各別的。銀行對須如此共同及各別承擔責任的其中一客戶發出的要求將被視為對所有須如此共同及各別承擔責任客戶發出的要求。

(b) 銀行可隨意免除或解除構成客戶中任何一位或多位人士在本協議及／或有關條款下的責任，或與任何該等人士訂立債務重整協議、接納債務重整協議或作出其他安排，但此舉不會免除或解除構成客戶中任何一位或多位人士在本協議及／或有關條款下的責任或在其他方面妨礙或影響銀行針對其他人等的權利及補救方法；

(c) 若構成客戶的其中一人或多人去世，一切有關任何銀行賬戶或（視情況而定）任何服務的指示及交易將受遺產稅署長或任何其他當局所發出之任何索償或反對約束，但不影響銀行根據留置權、質押品、對沖權、索償、反索償或任何其他依據所享有的任何權利；同時，也不影響銀行由於尚存客戶或已故客戶之遺囑執行人或遺產管理人以外的任何人的索償，而絕對酌情認為有必要採取的任何步驟或法律行動；

- (d) 在不影響上述(c)段情況下，若構成客戶的其中一人逝世，銀行將繼續為構成客戶的一位或以上尚存人士（或若全部構成客戶的人士均逝世，則為構成客戶之中最後尚存一人之遺囑執行人或遺產管理人）持有任何客戶所有在銀行賬戶內之全部結餘或餘款、抵押品及物業，及銀行在任何交易及服務下所欠客戶之款項。所有銀行如上的付款會是銀行對客戶（包括已故者及其遺產承繼人及繼承人）責任的絕對、完全及不可推翻的解除，惟銀行可要求呈示死亡證明文件及／或向去世人士的遺產發出的法定管理權書。
- (e) 銀行可針對任何一位或多位該等人士行使根據本條款項下可行使的對沖權，令銀行可運用本應付予客戶的款項、財產或所得款項，以清償任何一位或多位（但不全部）構成客戶的人士欠負銀行的任何債務或責任。

2.2 若客戶為商號（無論為獨資經營或合夥商號），除第 2.1 條外，下列條文亦將適用：-

- (a) 客戶及經營者／合夥人或目前或以後任何時間以有關商號名義進行業務的人士，在本協議及／或有關條款下的責任是共同及各別的。
- (b) 客戶須立即通知銀行任何以下的改變(i)商號的改組或其成員之變更（無論因成員退休、去世、破產或有新成員加入）或(ii)商號名稱的更改。儘管有任何如此的變更，客戶及所有在本協議及／或有關條款上以經營者或合夥人簽署的人士仍將繼續承擔其在本協議及／或有關條款下的責任，除非彼等的責任已被明確地解除；
- (c) 除非銀行已實際收到客戶有關商號改組或其成員有變更（無論因有人去世或其他原因）的書面通知，否則即使用該項變更已向商業登記處或任何其他政府部門或機關申報或於該處的公共紀錄上存檔，銀行紀錄中商號的經營者或合夥人（視情況而定）將仍須以該身份對銀行負責，並被視為由始至終向銀行表示，該商號的組織及名稱保持不變，而銀行有權相應地行事，並且本協議及／或有關條款下的所有條款及條件及就銀行賬戶及／或有關服務向銀行發出的授權將持續具約束力並具全面效力。
- (d) 就合夥商號（「商號」）而言，若任何一位或多位合夥人因去世、退休、破產或其他原因不再是商號的合夥人，銀行有權及被授權：-
- (i) 視當時尚存或繼續身為合夥人的人士為具全權進行商號的業務及處理與銀行賬戶或（視情況而定）服務有關或因而產生的事務及任何有關之交易，猶如商號並無發生任何改變，而根據該等尚存或繼續身為合夥人的人士的要求或指令訂立的所有交易將對所有合夥人或其各別的遺產及遺產代理人（包括已不再是合夥人的一位或多位合夥人）具不可推翻的約束力；及／或
- (ii) 如沒有收到在有關合夥人如上文所述不再是合夥人前的所有合夥人所簽署具相反意向的書面指示前，結束或暫時中止銀行賬戶或（視情況而定）終止或暫時中止服務而毋須通知或知會客戶。在客戶任何賬戶中持有的抵押品、物業或收益（在不影響銀行於其中擁有的任何權利或申索的情況下）將由銀行為該合夥人不再是合夥人前的商號之所有合夥人持有，及／或
- (iii) 在當時尚存或繼續身為合夥人的人士的要求下，為彼等以該商號的名義（下稱「新商號」）開立新銀行賬戶或（視情況而定）提供新服務，並與彼等進行業務，及不經詢問代其收取及支付任何或所有以該商號為指名抬頭人的支票、匯票、銀票、票據及／或其他文書據（無論該等票據是否應付予商號或新商號），而該代收及付款將有效解除銀行的責任，並不可推翻地約束商號的所有合夥人及其各自的遺產及／或遺產代理人（包括已不再是合夥人的一位或多位原合夥人），無論該代收及付款是否導致減少或清償商號欠負銀行的任何或所有債項或債務，或以其他方式用於新商號的業務或惠及銀行所知的新商號的合夥人。
- 為免生疑問，謹此明確聲明，即使商號改組或更改名稱的通知書已發出並由銀行接獲，及即使合夥商號在法律上或事實上已解散或不再存在，本 2.2(d)款將持續適用及有效。

2.3 若客戶為協會、委員會或其他非法團團體，即使客戶有任何改組或成員的變更，本協議及／或有關條款仍將具十足效力及作用並對客戶具約束力。

2.4 客戶謹此保證及聲明：-

- (a) 若客戶為有限公司或其他法團或非法團團體，客戶已根據所有適用法律、法規及規例妥為成立；
- (b) 所有必須作出、履行及遵守的行為、條件及事情已經根據所有適用法律、法規及規例及客戶的章程文件予以作出、履行及遵守，以使協議及／或有關條款成為客戶的合法、有效及具約束力的責任，並可根據其條款執行。

### 3. 指示

3.1 客戶或任何被授權簽字人代客戶（當該等人士按簽署安排簽署）發出的任何指示須以銀行不時同意並接納的方式或按照簽署安排發出。在不妨礙銀行在本協議及／或有關條款下可拒絕接納指示的權利下，除非銀行另行同意，否則銀行有權不接納非以上文所述方式發出的指示。

### 4. 被授權簽字人

4.1 被授權簽字人（當該等人士按簽署安排簽署）具完全權限代表客戶與銀行處理關於有關銀行賬戶或（視情況而定）有關服務或由此產生的事務，或就該等事務向銀行發出任何性質（無論是設定連續性形式或其他形式）的指示、命令或指令及／或就該等事務與銀行訂立各種協議，包括但不限於(i)結束任何種類的有關銀行賬戶或終止有關服務及(ii)更改客戶的通訊地址及聯絡電話；但不包括(i)申請開立新銀行賬戶或（視情況而定）訂立新的服務（除本協議另有規定者外）及(ii)更改被授權簽字人（連同其簽字式樣）／簽署安排。

4.2 除非銀行另行同意，或除本協議另有規定者外，被授權簽字人（連同其簽字式樣）／簽署安排的任何更改及／或有關開立新銀行賬戶或（視情況而定）提供新服務的申請，僅在下列情況下可生效：(a)銀行已收到(i)若客戶為個人或由數名個人組成（包括合夥人），客戶的書面指示或（視情況而定）組成客戶的所有個人的書面指示；(ii)若客戶為公司、客戶經核證為真實副本的董事決議案；及(iii)於任何其他情況下，形式及內容令銀行滿意並獲客戶授權的書面指示，表示要求銀行作出有關更改或批准有關申請；及(b)銀行同意有關更改或申請生效。

4.3 銀行可在任何時間選擇以印鑑號代表任何銀行賬戶或服務或（視情況而定）具有共同被授權簽字人（連同其簽字式樣）及簽署安排的兩個或以上銀行賬戶及／或服務之被授權簽字人（連同其簽字式樣）及簽署安排（「代號化簽署安排」）。

4.4 當根據第 4.3 條選定印鑑號時，將會適用以下條款：-

- (a) 除非文意不容許，「印鑑號」一詞須當作代表代號化簽署安排，而印鑑號是獨立於衍生代號化簽署安排的銀行賬戶及／或服務（「原賬戶／服務」）；
- (b) 所有原賬戶／服務之被授權簽字人（連同其簽字式樣）及簽署安排須被視為是由參照印鑑號而決定的，因此代號化簽署安排是該等原賬戶／服務之被授權簽字人（連同其簽字式樣）及簽署安排，直至及除非銀行及客戶另行同意；
- (c) 銀行及客戶可在任何時間及不時將任何銀行賬戶及／或服務之被授權簽字人（連同其簽字式樣）及簽署安排以參照印鑑號而決定，因此代號化簽署安排是該等有關銀行賬戶及／或服務之被授權簽字人（連同其簽字式樣）及簽署安排，直至及除非銀行及客戶另行同意；
- (d) 只要任何銀行賬戶及／或服務之被授權簽字人（連同其簽字式樣）及簽署安排是以參照印鑑號而決定，倘該印鑑號所代表之代號化簽字式樣有所變更，該等有關之銀行賬戶／服務的被授權簽字人（連同其簽字式樣）及簽署安排須被視為同時作出相應更改而毋需另行通知客戶。

4.5 倘任何銀行賬戶及／或服務（「有關銀行賬戶及／或服務」）的被授權簽字人（連同其簽字式樣）及簽署安排是指為與客戶於銀行維持的賬戶（『參照賬戶』）相同，參照賬戶的被授權簽字人（連同其簽字式樣）及／或簽署安排有任何變動，有關銀行賬戶及／或服務的被授權簽字人（連同其簽字式樣）及／或簽署安排將作出相應的改動而毋需另行通知客戶，惟參照賬戶的結束不會影響有關銀行賬戶及／或服務的被授權簽字人（連同其簽字式樣）及簽署安排的持續性或效力。

4.6 就服務而言，如其簽署安排將以兩種或多種模式的授權組成，所有模式及任何一種模式的授權將同樣有效作為該等服務的簽署安排。

4.7 第 4.3 及 4.4 條另行規定外，不論銀行賬戶及服務在單一文件或協議下成立，各銀行賬戶及服務的被授權簽字人（連同其簽字式樣）及簽署安排將被銀行視為獨立處理。故此，任何銀行賬戶或服務的被授權簽字人（包括其簽字式樣）及／或簽署安排如有任何改動，將不會影響其他前述銀行賬戶或服務。

4.8 客戶同意於任何時間追認由任何或所有被授權簽字人根據上述第 4.4 條作出及發出的所有行為、作為、指示、命令或指令，並且承認上述各項於任何時間皆對客戶具約束力。

4.9 被授權簽字人持續權限及權力根據上述第 4.1 條與銀行交涉，直至及除非銀行實際上收到客戶按上述第 4.2 條的特定形式並妥為簽署的具相反意圖的通知書，並且銀行已通知客戶其接納該通知書或已實際接納該通知書並據其有事為止。

4.10 儘管本文有任何規定，客戶同意及承認，銀行具絕對權利隨時未經事先通知或給予任何理由而不予接納所有或任何被授權簽字人的任何命令、要求或指示。

4.11 若客戶或組成客戶之其中一名或多名或所有人士去世（在多於一名的情況下），銀行在有關人士去世後及實際收到有關的書面通知前，根據被授權簽字人或其中任何一位的要求、指示或客戶之指令所作出的任何付款、行為、事情或事項，將對客戶、組成客戶之其中任何一名或多名人士各別的遺產及遺產代理人及透過客戶或組成客戶之其中任何一名或多名人士進行申索的任何人等具絕對及終局約束力。

### 5. 通知

5.1 就任何銀行賬戶或（視情況而定）任何服務而言，銀行可以口頭、書面或於報紙刊登廣告或其認為適當的其他形式向客戶發出通知或其他通訊。

5.2 當為銀行事的任何職員或代理人當面或透過電話口頭通知客戶或（視情況而定）組成客戶當中任何人士或其任何被授權簽字人時，該等口頭通知或口訊將被視為已正式向客戶發出並由客戶收到。

- 5.3 書面通知或通訊被視為已妥為送達及已由客戶收到的時間如下：(a)若由專人送遞，於交付時；(b)若以郵資預付方式郵遞，於投寄後 48 小時（如客戶地址在香港特區以外，則投寄後七日）；(c)若以圖文傳真發送，於發送時；(d)若以電報發送，於發送後 24 小時；及(e)若以任何其他電訊方式發出，於發出時。
- 5.4 銀行向客戶發出的任何書面通知或通訊，在根據本協議所載的地址或圖文傳真號碼，及／或客戶不時依據下述第 5.7 條通知銀行的其他地址或圖文傳真號碼送出，將被視為妥為送達客戶。
- 5.5 若客戶由兩人或以上組成，任何書面通知或其他通訊，寄發至本協議所載之通訊地址；或組成客戶當中任何一位個人的最後為人所知之地址；或客戶依據下述第 5.7 條通知銀行的其他地址，即被視作有效地送達客戶。
- 5.6 除第 5.1 條規定發出通知的方式外，所有銀行發出的通知及宣佈如經連續七(7)個營業日在銀行總行或銀行絕對酌情決定的分支行之大堂張貼或展示，即被視為已妥為發出並向客戶有效傳達。
- 5.7 任何客戶致銀行之通知或通訊須以書面作出並按簽署安排妥為簽署。該等通知須以銀行之主要營業地點或銀行當時決定並已通知客戶之其他在香港特區之分支行註明為收信地址，及送達該處，並只限於銀行實際接獲後才被視為已收到。

## 6. 終局性紀錄

- 6.1 銀行的簿冊及紀錄（包括但不限於任何銀行職員與客戶交易中取得的任何錄音紀錄及任何手抄資料），除有明顯錯誤外，在所有情況下及在所有法院中將對客戶而言屬終局性及具約束力。

## 7. 賬單、確認書及證明之終局性

- 7.1 客戶有責任查看及核對銀行就任何交易及／或其他附帶事項發出的通知書、賬單、確認書及證明書上的每項記項之準確性，如客戶認為任何記項有錯誤或不妥當及／或未獲授權，必須立即以書面通知銀行。除非銀行在列載有關記項的通知書、賬單、確認書及證明書發出之日期起計 90 天內收到上述通知，否則客戶不得基於任何理由（尤其是（但不限於）以該等交易及／或記項在未獲客戶授權的情況下而作出為理由），而對其中任何交易及／或記項提出任何爭議，惟銀行仍有絕對權利（但非具約束性）隨時對任何錯誤記項作出糾正。

- 7.2 第 7.1 條的規定並不影響客戶就下列事項提出追索的權利：

- (a) 由於任何第三者（包括客戶的任何僱員、代理人或傭工）假冒或欺詐而引致的未經授權的交易，而銀行對該等交易未能採取合理的謹慎及技術；
- (b) 由於銀行的任何僱員、代理人或傭工假冒或欺詐而引致的未經授權的交易；或
- (c) 由於銀行或其任何僱員、代理人或傭工蓄意失職或疏忽而引致的其他未經授權的交易。

## 8. 條款之可分割性

- 8.1 在本協議及／或有關條款中每一條款及規定與其他條款是可分割開的並獨立於其他條款。假若於任何時間單一或多項條款或規定失去其效力或合法性或無法強制執行時，其餘本條款項下的條款的有效性、合法性及可強制執行性不會因此受到影響或損害。

## 9. 不可抗力事項

- 9.1 若由於有政府限制、臨時緊急措施的施行、有關市場暫停運作、民間動亂、恐怖行動及其威脅、自然災禍、戰爭、罷工或其他有關方面無法控制之事故的發生，直接或間接令銀行或客戶無法採取行動，因而引致其直接或間接承受任何損失，另一方均毋須負責。

## 10. 個人資料

- 10.1 客戶承認並同意已知道或將知悉張貼於銀行大堂由銀行發出給予客戶的關於個人資料（私隱）條例的客戶通知（下稱「通知」，包括銀行不時的更新及修訂）的內容，並同意為開立賬戶、延續賬戶及建立或延續服務，其有需要向銀行提供有關的資料。客戶進一步授權銀行，可按通知內列出的用途，及其他直接或間接與任何銀行賬戶或（視情況而定）任何服務有關之任何交易或其他事項的目的，使用客戶之資料。客戶知道銀行會將其持有的資料保密，但客戶允許銀行將該等資料提供予通知內所列明的人士或任何其他人士等（包括收賬代理人）以作通知內所指的用途，或以遵守對銀行或其分行有約束力的法例、規條或指引。
- 10.2 除第 10.1 條外，銀行現被授權並具酌情權，提供及透露有關客戶或有關任何銀行賬戶或（視情況而定）任何服務或據此作出的任何交易的資料（無論以書面或其他形式作出）予：(i)任何其他銀行、財務機構、收賬公司、代理人、信貸公司、消費卡或信用卡發行公司、資信調查機構、服務供應商或承包商；(ii)任何監管機構或任何政府機關；(iii)任何中銀集團成員或任何對成員部份或全部資產或業務的實際或計劃參與人、轉讓人、受讓人或承繼人；(iv)由銀行聘請並向銀行提供服務以維持及運作客戶的銀行賬戶及／或服務的任何人士。

- 10.3 銀行獲客戶進一步授權，可為核實客戶的資料而接觸客戶的僱主（如適用）、銀行、諮詢人及其他資料提供者，以收集、交換資料及將銀行收集的資料與客戶所提供的資料作出比較。銀行有權使用比較資料後的結果作出任何行動，即使該等行動對客戶（或其中任何一位）或其利益有不利的影响。客戶同意，其資料可能會被傳送於香港特區以外的司法管轄區，並可以該等資料作出核實程序。客戶可給予三十天的事先書面通知撤銷所有或任何其給予銀行的上述同意。

- 10.4 客戶須立即以書面通知銀行其個人資料、地址、電話或傳真號碼的任何改變。

## 11. 客戶的賠償責任

- 11.1 客戶須賠償銀行由於或自任何銀行賬戶或（視情況而定）任何服務下所訂立及／或作出的任何交易、合約、或服務而蒙受或引致的任何種類的所有損失、損害賠償、開支（律師費用或其他）、訴訟、索求、索償、法律程序（不論實際或或有）。客戶須要求向銀行（其決定對客戶具終局約束力）支付其蒙受或引致的所有款額（不論實際或或有），連同自銀行首次支付或招致該款項之日起計至客戶實際全數付款時止累計的利息，利率為銀行不時刊發的有關收費表及／或利息表中就未籌措透支指定的利率，該收費表可於客戶要求時發予客戶。

## 12. 抵銷及留置權

- 12.1 除法律賦予銀行之一般或銀行留置權、抵銷權或其他類似權利外，銀行有權及於此獲授權在毋須通知客戶的情況下（客戶在此明確放棄所有該等通知）：

- (a) 撥用客戶在銀行任何辦事處或分行的任何賬戶中的結餘數（不論其以客戶名稱或由客戶與其他人士聯名擁有；及／或
- (b) 抵銷銀行對客戶之任何債務，包括但不限於由任何交易引致之債務（無論是實際的或或有的）；

以清還客戶對銀行的債務或責任，不論其為實際或或有、現在或將來、以客戶或客戶與其他人士聯名欠下的債項，亦不論是在本協議及／或有關條款下的債務及責任與否。如該等對結餘的抵銷或撥用若需要將貨幣兌換，須以銀行絕對酌情決定的即時匯率作兌換。

- 12.2 銀行有權保留處於任何地方，存放於銀行或以其他方式由銀行持有，作保管或其他用途，或以客戶或組成其中一人或多人的名義持有的所有或任何抵押品、貴重物品或任何其他財產；銀行亦可透過公開拍賣、私人批售或投標方式，以銀行釐定的價格出售上述各項或其任何部份；銀行亦可聘用代理人及經紀辦理此事，並將出售所得之款項在先扣除所有費用及開支後，抵銷客戶根據本協議及／或有關條款訂立之任何交易所產生的任何或所有債項。

## 13. 時間、權利之累加、放棄權利等

- 13.1 就客戶在本協議及／或有關條款下的任何責任或在有關任何銀行賬戶或（視情況而定）任何服務中的任何交易下的責任而言，時間為要素。銀行在行使本協議及／或有關條款所賦予之任何權利、權力、特權或補償方法時並不會因有任何延誤或遺漏，而減損該等權利、權力、特權或補償方法，亦不應視作對彼等放棄。即使銀行行使該等權利、權力、特權或補償方法中任何一類或部份行使該等權利，銀行仍可進一步行使該項權利或行使任何其他權利、權力或補償方法。在本協議及／或有關條款內之權利、權力及補償方法屬累加性，並包括法例所規定之其他權利、權力、特權或補償權。

## 14. 付款不得扣減

- 14.1 所有由客戶根據本協議及／或有關條款作出之付款必須在香港特區以港元支付，或按照銀行不時發出的指示全數支付；該等款項不得扣除任何現時或將來之稅項、徵費、進口稅、收費、費用或扣款，亦不得受任何抵銷、反申索、限制、附帶條件或扣減所規限。倘若客戶根據法例必須在該等款項中作任何扣減，客戶必須迅速向銀行繳付一筆額外款項，以便銀行所收之淨額相等於並無該項扣減時銀行應收之金額。所有根據本 14.1 條繳付之額外款項，均不應視為利息，而應視為約定之賠償。

## 15. 現金交易

- 15.1 銀行與客戶或任何其他跟銀行交涉的人士之間進行的現金交易的金額將以調減至 10 仙的整倍數結算。銀行或（視情況而定）客戶或其他人士如以該經下調的金額以現金付款，將清償須予償還的債務（任何因計整數而未付的零碎金額包括在內）。上文並不影響可包括零碎金額的支票或其他付款方式進行的交易。

## 16. 費用

- 16.1 銀行可就操作或延續任何在銀行開立的銀行賬戶或就提供或存續任何服務收取費用、收費及／或備金，其標準費用列載於銀行不時刊發的任何收費表中，惟銀行可透過三十天前在大堂張貼或展示告示通知客戶任何收費金額或計費基準的調整。該等收費表須在客戶隨時要求時向其提供。所有如此徵收的費用、收費及／或備金在銀行要求時須由客戶繳付。

- 16.2 客戶在此授權銀行（未經事先通知客戶或知會客戶）在其於銀行開立的任何一個或多個賬戶中扣除該等費用、收費及／或備金。

## 17. 收賬

17.1 銀行有權聘用收賬代表以收取客戶在本協議及／或有關條款項下到期未付的任何款項。客戶同意並承認已被忠告，其須以全額賠償基準賠償銀行在聘用收賬代表所招致的全部費用及開支。

## 18. 本協議及／或有關條款的修訂

18.1 銀行可隨時修改本協議及／或有關條款的條文或附表，修改之方式與範圍由銀行不時絕對酌情認為適當而定。有關修訂的通知將根據上文第 5 條被視為妥為及有效地向客戶發出。任何銀行對該等條款作出的修訂在通知客戶後立即生效，並對客戶具約束力，惟影響費用和收費及客戶的債務或責任的修訂須給予客戶三十天的事先通知方可生效。

18.2 若在一合理時間後，客戶拒絕接納有關修訂並選擇終止受修訂影響的有關銀行賬戶或（視情況而定）有關服務，銀行可在客戶申請下，按比例還付客戶已預先就有關銀行賬戶或（視情況而定）有關服務繳付的可獨立分開的任何年費或定期收費（若有），除非涉及的金額很小。

## 19. 銀行的責任

19.1 銀行對客戶或任何其他人士因下列事項招致的任何損失或損害概不負責：-

- (a) 所有或任何銀行賬戶或（視情況而定）任何服務的取消；及／或
- (b) 客戶的任何交易遭取消或暫時中止，或客戶的任何指令或指示未能實施或執行，不論是否直接或間接因銀行能力控制以外的任何情況而導致的；及／或
- (c) 銀行的電訊及電腦系統或其他設備或彼等的安裝或操作出現任何機械、電子或其他故障、失靈、中斷、失誤或不足；客戶指示或指令的任何不完整或錯誤的傳遞或執行該指示或指令時發生的任何錯誤（除銀行授權的職員的嚴重疏忽或蓄意的不當行為外），或客戶因上述事件而招致或蒙受的任何延誤、損失（包括盈利損失或任何經濟損失）、開支或賠償；及／或
- (d) 任何第三者（包括但不限於服務提供者或設備供應商）引致的任何延誤、中斷或暫時中止，而使銀行履行於本協議下的責任時受干擾、影響或無法繼續執行。

## 20. 銀行賬戶及服務的終止

20.1 銀行可在提供理由或不提供理由的情況下，終止任何一個或多個銀行賬戶及／或服務，並且不會妨礙繼續由本協議及／或有關條款管制的其他一個或多個賬戶及／或服務的繼續運作，惟須給予客戶不少於〔三十日〕的事先通知。

20.2 客戶可發出有關的事先書面通知，並且按銀行不時規定的方式及條款，終止任何銀行賬戶或服務，惟須繳付銀行酌情決定收取的任何手續費，惟儘管有此終止，其他存續的銀行賬戶及服務將繼續受本協議及／或有關條款管制。

20.3 為免生疑問，客戶於本協議及／或有關條款下或就有關賬戶或服務涉及的交易而引致或現有的所有債務及責任將不受其因任何原因引致的終止所影響。

## 21. 管轄法律及司法管轄權

21.1 本協議及／或有關條款的有效性、詮釋、解釋及執行將受香港特區法律管轄。就有關本協議及／或有關條款的任何起訴、訴訟或法律程序而言，各方接受香港特區法院之非專屬管轄權，惟本條的條文並不防止各方在其他有管轄權之法院提起法律程序。

## 22. 繼承人

22.1 本協議及／或有關條款將對客戶之繼承人、遺囑代理人、繼任人或受讓人具約束力。

## 23. 權益不可轉讓

23.1 客戶未獲得銀行事先書面同意前，不可將於本協議及／或有關條款下或其於任何根據本協議及／或有關條款訂立或達成之合約或交易下之任何權利及利益出讓或轉讓，或於該等權利及利益上設立、試圖設立或允許產生任何按揭、質押、押記、留置權或其他形式的產權負擔或抵押。

## 24. 語言

24.1 有關條款（包括甲部份）的中文版僅供參考，若中、英文版有任何歧異，當以英文版為準。

乙部份：特定條款

## 附表一 銀行賬戶條款

### 1. 納入甲部的一般條款

1.1 本「理財服務總條款」之甲部份所載的一般條款（「一般條款」）被納入為本附表之不可分割部分，正如一般條款全文載於本附表一樣。如一般條款與本附表所載條款有所抵觸，當以本附表的條款為準。

1.2 本附表一內的「本條款」指本附表一明述的條款及條件連同本附表所收納的一般條款。

1.3 本條款用作規管任何銀行賬戶的開立、延續及操作。

### 2. 操作安排

2.1 客戶授權銀行辦理下列事項：-

- (a) 承認及執行所有撥轉、匯寄、提款及／或付款的指示及／或命令，並從指定銀行賬戶內扣除該筆款項；及
- (b) 執行與銀行賬戶、其操作及／或取消銀行賬戶有關的所有要求、指示、命令及／或指令。惟該等要求、指示、命令及／或指令必須(i)依照有關銀行賬戶當時協定及有效的簽署安排簽署；或(ii)以客戶與銀行不時協定的其他方式或安排作出。此等安排如有任何變更，須經銀行及客戶同意。

2.2 不論本附表第 2.1 條的規定，除非銀行另行明示同意，銀行不會接受對銀行賬戶的提款或轉賬指示，除非當銀行處理有關指示時，銀行賬戶有足夠有關貨幣的款項，並符合銀行適用之規則及規定。惟儘管銀行已接受任何銀行賬戶的提款或轉賬指示，如當銀行及後欲執行該等指示時，有關賬戶沒有足夠有關貨幣的款項，銀行有權拒絕執行有關指示。為免疑問，在銀行已接受任何銀行賬戶的提款或轉賬指示後，銀行沒有任何責任將有關銀行賬戶的款額扣留直至指示的執行，而銀行有權就任何銀行及後所收到或接受的指示支出任何銀行賬戶中的款項。

2.3 一切在櫃面對銀行賬戶的操作，只可在銀行絕對酌情決定的營業時間內進行。客戶可於開立有關銀行賬戶的銀行辦事處或分行操作銀行賬戶，如經銀行絕對酌情許可，亦可於銀行的其他辦事處、分行或支行及／或其他地方（包括但不限於中銀集團其他成員銀行的辦事處、分行或支行）操作銀行賬戶。所有容許在有關銀行賬戶開立的辦事處或分行以外的地方作出的操作，須遵守銀行（及如在中銀集團其他成員銀行的辦事處、分行或支行作出操作，該成員銀行）不時絕對決定的條款、規定及／或限制。

2.4 銀行有權不執行有關止付支票或其他票據的任何要求、指示或指令，而毋須對客戶承擔任何責任，除非該等要求、指示或指令以書面發出，依照有關銀行賬戶當時有效的簽署安排簽妥，並經有關銀行賬戶的開立銀行辦事處確實收到，再者，銀行沒有責任就不依照上述規定所發出的要求、指示或指令（「不正規止付指示」）向客戶提出查詢。但是，儘管有上述規定，銀行如收到不正規止付指示，則銀行有酌情權（但並無責任）在其認為恰當時決定執行該不正規止付指示，而毋須獲客戶或其代理人的核實及／或其書面簽署的確認，並可對有關項目不予支付，直至銀行確實收到指示銀行恢復支付的妥為簽署的書面通知為止。銀行如此行事，毋須由於錯誤拒付或其他原因而對客戶承擔任何責任。

### 3. 被授權簽字人

3.1 除一般條款第 4 條外，及在不影響該條的情況下，被授權簽字人可享有下列權力及權限（由被授權簽字人按簽署安排行使），而銀行有權據此行事：

- (a) 可從有關銀行賬戶提取、支付、撥轉及／或匯寄款項（不論該賬戶當時是存有餘款或出現透支或由於該等付款而致出現透支），並可為此簽署及／或背書各種文件（包括但不限於支票、匯票、欠票、借據、提款單、書面要求、指令、指示、各種付款、撥轉及／或匯寄款項的長期指示及／或指令，及／或各類型的收據），及為此或與此有關而與銀行訂立各種協議（包括但不限於各種貨幣買賣合同），不論上述支付、撥轉及／或匯寄款項：
  - (i) 是給予被授權簽字人或其中任何一人或數人；及／或是為被授權簽字人或其中任何一人或數人的目的及／或為其使用及／或利益作出；及／或
  - (ii) 令被授權簽字人或其中任何一人或數人對銀行的任何或所有債務及／或責任減少、清償及／或解除；及
- (b) 可就與有關銀行賬戶及／或彼等的操作有關的事項向銀行發出各種指示及／或簽署各種文件及／或與銀行訂立各種協議（包括但不限於止付、暫停及／或取消銀行賬戶、截留銀行賬戶內款項及／或其可使用的授信額度及／或申請領取支票簿，但不包括更改銀行賬戶的簽署安排）；及
- (c) 可為以下各項或為以下各項有關(i)支票、銀票、匯票、承付票、付款票據及／或任何其他項目的代收；及／或(ii)存於銀行的各種存款的敘做、重做及／或續期，而向銀行發出各種指示及／或簽署各種文件（包括但不限於

背書及／或簽署任何或所有代收項目)及／或與銀行訂立各種協議(包括但不限於賠償擔保書、貨幣買賣合同及／或憑任何或所有代收項目進行貼現／買入及／或放款／預支的協議)；及

(d) 可收取、簽署及／或確認(包括證明)與銀行賬戶有關的一切文件、結單及／或資料。

#### 4. 付款票據的代收及貼現

4.1 銀行保留權利拒絕接受代收任何支票、銀票、匯票、承付票、付款票據及／或其他文書(合稱「付款票據」)及其存入銀行賬戶。所有被接受收賬的付款票據須待最後收妥(即銀行已確實收到該等付款票據可自由調撥及可即時使用及處理的款項)才能作實，除非經銀行同意，否則，該等付款票據在收妥前將不得支取。並且，不論銀行准許在最後收妥前予以支取與否，銀行有權從有關銀行賬戶記賬或扣除日後被拒付退回的付款票據，連同(i)其利息及(ii)任何費用及開支。

4.2 凡在香港特區以外付款的所有代收付款票據，將以下列為依據及受其約束：(i)當時有效的「代收統一規則」(國際商會出版物第 522 號)及其修訂及／或取代規定，但除非經銀行要求，否則可免除書面代收指令；及(ii)有關項目付款地的法律及／或該地銀行的實務做法。銀行有絕對及不受約束的酌情權，委任一間或多間往來銀行為其支付或承兌(視情況而定)而提交該等付款票據，及為代收程序引起的任何其他有關事項而提交該等付款票據。銀行對於該等往來銀行的任何錯誤、疏忽、遺失、遺漏、資不抵債或結業毋須負上任何責任。並且，除非經客戶特別書面指示，否則，銀行對該等付款票據將不予辦理拒付證書。

4.3 所有在香港特區付款的付款票據在正常交收時間以後存入代收者，則當作於下一營業日存入有關銀行賬戶處理。

4.4 經代收及存入銀行賬戶的任何付款票據，儘管未經抬頭人背書，亦不論該等付款票據是否有「入抬頭人賬戶」或「限入抬頭人賬戶」的劃線，銀行有權及獲授權(但沒有責任)；(i)如屬聯名賬戶，可將應付給賬戶持有人中一人或數人(但非所有)的任何付款票據進行代收及存入有關銀行賬戶；及(ii)如銀行賬戶以獨資或合夥商號名義開立，可將應付給獨資經營者個人或合夥人中一人或(視情況而定)數人(但非所有)的任何付款票據進行代收及存入有關銀行賬戶。

4.5 銀行在客戶要求下可按其接受的條款向客戶買入或貼現付款票據，惟銀行有絕對酌情權拒絕買入或貼現付款票據而毋須給予任何解釋。如銀行選擇買入或貼現任何付款票據，客戶須受下列條款及銀行訂定的其他條款約束：

(a) 對於任何延遲出示付款票據以獲付款或承兌(視乎情況而定)，或延遲或未能發出可能由付款票據的出票人或其付款銀行提出的任何索償的通知，銀行概不負上任何責任。法律對銀行須發出任何索償通知而諸加的任何責任，特此由客戶絕對豁免。

(b) 客戶明確同意，銀行有全面不受約束的權力及酌情權，如過拒付或不支付的情況，可處理該等付款票據，包括但不限於決定是否(並且於何時)就該等付款票據提出拒付證明或作出通知，銀行就該等付款票據作出或不予作出的一切，將不於任何方面影響銀行對客戶的全部追索權。

(c) 付款票據的正本如因任何理由未能供取用，客戶將接受付款票據的副本及支持文件(如有)作為未支付／發還的付款票據的結局證明。客戶不得要求銀行向其提供及發還付款票據的正本。

4.6 在附加於及不影響上文第 4.5 條的情況下，銀行就任何或所有其向客戶買入或貼現的付款票據對客戶有全面追索權，客戶須在銀行隨時要求下(不論在付款票據的到期日前或其他時間)，向銀行退回向其就買入或貼現付款票據而支付的款項，連同自銀行向客戶付款之日起以下文第 15.1 條所述的未經約定透支的利率或銀行可決定的其他利率計算至客戶全數還還款項之日止的利息。

4.7 代收的款項及銀行買入及／或貼現付款票據而須支付的任何金額，須於扣除一切費用、收費、利息及支出(包括銀行因執行付款指示而產生的費用)後，存入客戶指定的銀行賬戶內。如客戶未有指定收款賬戶，銀行有絕對及不受約束的酌情權，將上述款項存入客戶於銀行開立的任何一個賬戶或一個不生息的暫記賬戶內，直至客戶有進一步指示。

4.8 客戶確認，外匯交易須以港元或銀行及客戶同意的任何其他貨幣結算(「結算貨幣」)，並按銀行就其最終決定以有關付款票據的貨幣買入結算貨幣的外匯報出的即期匯率兌換。

4.9 就客戶向銀行出示的代收、貼現或買入的付款票據而言，客戶保證其擁有付款票據的妥善所有權，並可隨意處置及控制該等付款票據。

4.10 客戶進一步同意，將以全面彌償基準就下列事項向銀行作出賠償並使銀行得以獲賠償：銀行因為，就及有關每項及各項不時為客戶作出的代收、買入及／或讓付，或有關該等代收、買入及／或讓付而向銀行提出或進行或威脅向銀行提出的任何申索或法律程序而銀行須對之作抗辯，而蒙受、招致或產生的所有(無論實有或有的)訴訟、起訴、法律程序、索償、要求、損失、賠償、費用、手續費、佣金、收費、支出及／或任何形式的責任，不論是合約項下的或侵權法項下的責任(包括銀行因執行或嘗試執行其有關的權利而可能招致的一切法律及其他費用、收費及支出)。

4.11 就或有關銀行接受作代收、買入及／或讓付(視乎情況而定)任何付款票據，銀行可向客戶收取銀行不時公佈的任何收費表中所列明的手續費及／或費用。該等收費表將隨時應要求向客戶提供。除此之外，客戶須應銀行要求就任何該等付款票據賠償及償付銀行一切費用、收費、索償、債務、價付、費用及支出。

#### 5. 規則及規例

5.1 當時及不時有效並適用於與有關銀行賬戶同類的賬戶的銀行規則及規例(「規則及規例」)，將對客戶具有絕對約束力及具合約的效力，惟：-

(a) 銀行有權不時根據一般條款第 18 條增添、刪除及／或修訂該等規則及規例；及

(b) 任何規則及規例(包括當時有效的增添、刪除及／或修訂)如與本條款如有任何抵觸之處，當以後者為準。

#### 6. 香港銀行公會規則

6.1 所有銀行賬戶均須受當時對銀行有約束力的香港銀行公會規則所限制。銀行賬戶的條款將被視為自動作出變更及有效的修訂，使銀行能符合該等規則(包括但不限於利率及存款收費規定)。任何由於或有關或為使銀行符合銀行公會規則而作出的修訂，經銀行在任何兩份在香港特區通行的報紙上公告後，即對客戶生效及具有無可爭辯的約束力。

#### 7. 支票活期存款賬戶

7.1 下列規定僅於屬支票活期存款賬戶的銀行賬戶適用及具約束力：

(a) 提款時可使用支票，但除非得銀行另行同意，必須使用銀行提供的表格；

(b) 只有在客戶按照銀行不時訂明及絕對決定的手續向銀行作出申請的情況下，才會獲發支票簿。銀行有絕對權決定支票的式樣及內容，並有權決定每次發給客戶的支票數量，及其於有關銀行賬戶的使用。銀行可將支票簿交與客戶本人或持有領取支票簿申請書的人，或按照客戶於銀行紀錄中的地址郵寄給客戶(一切費用及支出概由客戶承擔)。若銀行依照一般條款第 5 條的指示將支票簿交發，如發生延誤、遺失或誤遞等情況，銀行概不負責。

#### 8. 儲蓄賬戶

8.1 下列規定僅於屬儲蓄賬戶的銀行賬戶適用及具約束力：-

(a) 儲蓄賬戶可為存摺儲蓄或結單儲蓄賬戶。就存摺儲蓄賬戶而言，銀行將開發存摺給客戶憑以操作有關銀行賬戶。就結單儲蓄賬戶而言，銀行將發出賬戶證明卡給客戶憑以操作有關銀行賬戶。儲蓄賬戶可能不可使用支票作提款。

(b) 在櫃面從儲蓄賬戶提款時，必須出示有關銀行賬戶的存摺(如屬存摺儲蓄賬戶)及賬戶證明卡(如屬結單儲蓄賬戶)。銀行若向存摺／賬戶證明卡(視乎情況而定)出示者或按其指示，並憑聲稱經授權人簽署的提款單付款或作撥款，銀行即告絕對清卸責任。惟銀行有權(但並無責任)在其認為適當時，要求任何被授權簽字人親自到銀行提款及出示銀行認為滿意的身份證明。

(c) 存摺及賬戶證明卡屬於銀行的財物，客戶不得竄改及／或胡亂處理(i)存摺及／或當中的紀錄；及(ii)賬戶證明卡。如任何銀行賬戶的存摺／賬戶證明卡遺失或損壞，銀行只在按照其條款及收取其絕對酌情決定的費用的情況下才另行補發。

(d) 存摺及賬戶證明卡不得出讓或轉讓及不得質押作抵押品。

(e) 就存摺儲蓄賬戶而言，存摺中所示餘額僅供參考，因某些交易可能不經存摺處理或尚未記入存摺。惟客戶有責任審閱及核對存摺中每項記項的準確性，若其中有任何錯誤、不妥當及／或未經授權的項目，必須立即以書面通知開立銀行賬戶的銀行辦事處或分行。除非銀行在該有關該項記入存摺後九十天內確實收到此項通知，否則，客戶即被視作已無可爭辯地確認及接受該等記項，並且不再擁有權在日後不論基於任何理由(除有關一般條款第 7.2 條的授權交易外)就該等記項提出任何索償或爭執。

(f) 儲蓄賬戶可為單種指定貨幣或多種貨幣的儲蓄賬戶。就多種貨幣的賬戶而言，只有銀行不時決定接受的貨幣才可存入該銀行賬戶。

(g) 儲蓄賬戶的利息受以下規定：-

(i) 利息按該銀行賬戶每日存款餘額累算，利率為銀行不時絕對決定適用於與有關銀行賬戶屬同類賬戶及同類貨幣的利率，惟記入賬戶的代收項目，須於銀行實際收妥有關款項後，始起累算利息。

(ii) 存款利息每半年或按照銀行不時絕對決定的其他基準記入銀行賬戶。銀行賬戶內每種貨幣存款若少於銀行不時絕對制訂的該種貨幣的最低存款餘額，則不計付利息。此項最低存款餘額可經事先通知隨時變更。在利息期間取消銀行賬戶，其利息將計至前一個月之末一日或銀行絕對決定的其他日期。

## 9. 存款賬戶

9.1 下列規定於各種形式的存款（不論定期存款或通知存款）及屬存款賬戶的銀行賬戶適用及具約束力：

- (a) 銀行保留權利行使其絕對酌情權拒絕接受任何存款。凡經銀行接受的任何存款，均受本條款及列載於存款確認書或為該存款而發出的其他文件的特別條款限制及規管並受其約束，若其中有任何抵觸之處，則以後者為準。
- (b) 銀行保留絕對權利要求款項為即時可用並與存款為同貨幣。銀行所接受的任何存款，若非以即時可用的款項存入，則(i)須待銀行確實收妥該款項時，始可作實；(ii)若日後未能收到該款項，銀行可不經通知將任何有關存款取消；(iii)在附於存款的其他條款之上的情況下，除非經銀行同意，否則在該款項收妥前，不得提取有關存款（不論本金或利息）；及(iv)客戶在要求下須償付銀行由於未收到該款項所引起的一切損失、付款、費用及支出。
- (c) 提取任何存款時，銀行有權（但並無責任）要求出示並向銀行交回有關存款確認書／存款證明。
- (d) 除非經銀行同意，定期存款只限於到期日或到期後提取，通知存款只限於指定的通知期滿後提取。提取可能不可以支票作出。除非銀行另行同意，否則提款須由客戶或代客戶在香港特區作出並由香港特區的銀行支付。
- (e) 利息將按存款確認書上所列的利率及存款期累算，並於存款到期日給予支付，未到期提取將不付利息。若客戶在某筆存款到期日或之後，沒有就到期的存款作出任何有關其處置的指示，銀行可按其絕對酌情權(i)按最近一次到期的存款的存款期代為本息儲存，利率將按銀行當天就該存款所報的利率計算；或(ii)將該存款撥入暫記賬項內，且不計算利息，直至銀行收到進一步指示為止；或(iii)准許該存款繼續以銀行所釐定的利率計息，直至銀行收到進一步指示為止。

## 10. 外幣賬戶

10.1 下列規定適用於各種外幣銀行賬戶及以各種外幣作出的存款：

- (a) 「外幣」指香港特區法定貨幣以外的所有其他貨幣，並包括國際接受為等同於貨幣的記賬單位。
- (b) 外幣賬戶可分為外幣電匯賬戶（「電匯戶」）或外幣現鈔賬戶（「現鈔戶」）。除非明確表明為現鈔戶，否則所有外幣的銀行賬戶均為電匯戶。就電匯戶而言，銀行保留權利拒絕接受現鈔存入有關的銀行賬戶；如銀行予以接受，則必須支付匯兌差價及／或在銀行不時公佈的收費表中所列明的其他費用或收費。該等收費表將在客戶要求時向客戶提供。
- (c) 當客戶從銀行賬戶提取外幣時，銀行可以下列任何一種或多種其絕對決定的混合方式付款給客戶：
- (i) 如屬電匯戶，以電匯方式將提取的款項以有關貨幣轉匯款開立於一家財務機構的賬戶，該賬戶須經銀行同意並可由客戶指定，惟須收取按銀行不時公佈的收費表中所列明的有關費用及收費。該等收費表將在客戶要求時向客戶提供；及／或
- (ii) 如屬電匯戶，開出以提取的款額的貨幣支付的支票或匯票，支付銀行及地點由銀行絕對決定；及／或
- (iii) 如屬現鈔戶，在銀行有足夠外幣現鈔的情況下，以該貨幣現鈔支付；及／或
- (iv) 就所有賬戶而言，按照提款時銀行對該貨幣所報的外匯牌價，折付等值港幣；電匯戶按電匯買入價折算，現鈔戶按現鈔買入價折算。

## 11. 客戶對支票、存摺、結單儲蓄賬戶證明卡及存款確認書的責任

11.1 客戶有責任(a)將所有未發支票、存摺、結單儲蓄賬戶證明卡及存款收據保留及保存，及(b)在發現彼等遺失及／或被盜竊等情況時，立即以書面通知銀行。上述任何文件如發生遺失及／或被盜竊等情況，在銀行實際收到有關書面通知前，對由於偽冒或其他任何原因而使有關銀行賬戶發生任何不妥當及／或未授權的提款，銀行對客戶概不負責。

## 12. 賬戶結單

12.1 客戶有責任審閱及核對銀行向其發出的每一份及所有賬戶結單。如發現任何記項有錯誤、不妥當及／或未授權，必須立刻以書面通知銀行。除非銀行在有關賬戶結單發出後 90 天內確實收到上述通知，否則，客戶即被視作已無可爭辯地確認及接受其中所列全部記項，並且不再有權對該等記項在日後不論基於任何理由（除有關一般條款第 7.2 條的交易外），提出任何索償或爭執。

12.2 就支票活期存款賬戶、結單儲蓄賬戶及由銀行按月寄發結單的任何其他賬戶而言，客戶如在有關賬戶結單的任何月結期間（即有關賬戶通常發出每月結單的期間）於有關該賬戶進行過交易，而在該期間後 15 天內未收到該月結期間的結單，則客戶有責任立即以書面通知銀行其並未收到該結單。除非銀行確實收到此項通知，否則，客戶即無可爭辯地被視為已

收到該月結期間的結單，同時，客戶將不得指稱並未收到該等賬戶結單。再者，在銀行發出有關結單 90 天後，客戶亦不得基於任何理由，而對其中任何記項（除有關一般條款第 7.2 條的交易外）在日後提出任何索償或爭執。

12.3 就支票活期存款賬戶、結單儲蓄賬戶及由銀行按月寄發結單的任何其他賬戶而言，若在任何一個月份內其有關銀行賬戶並無進行交易，銀行有權不向客戶發出該銀行賬戶在該段期間內的賬戶結單。

## 13. 銀行改正賬目及紀錄的權利

13.1 儘管有任何相反的規定（不論明示或默示的），銀行保留絕對權利於發現與任何銀行賬戶及／或其中交易有關的(a)任何錯誤記項；及／或(b)任何記項遺漏；及／或(c)任何錯誤計算時，可隨時（不論在發出賬戶結單及／或將賬項記入有關賬戶存摺之前或之後）更正其賬目及紀錄，並將正確記項（不論記於貸方或借方）記入有關賬戶結單及／或存摺。上述銀行權利對客戶根據本附表第 8.1(c)條及 12.1 條規定所承擔的責任和所受的約束均無任何影響。

## 14. 銀行取消及／或暫停銀行賬戶

14.1 銀行有權向客戶發出三十天書面通知，要求取消任何銀行賬戶。此後，該銀行賬戶即被視為已經取消，而銀行有權將該賬戶內任何餘款轉入不計利息的暫記賬戶內，留待客戶提取。

14.2 在附加於上述條款的情況下，銀行有權在下列情況下不必向客戶發出任何事先通知或徵得客戶同意，立即暫停任何銀行賬戶於銀行認為適當的期間的操作（包括但不限於中斷收付），而毋須對客戶承擔任何責任：(i)銀行絕對認為銀行賬戶有不妥當的操作；及／或(ii)銀行收到的有關該銀行賬戶的指示內容有矛盾；及／或(iii)有關銀行賬戶現行簽署安排的任何擬作出的變更為銀行不能接受者；及／或(iv)銀行收到第三者對有關銀行賬戶內的款項或其中任何部份的索償。

## 15. 未經約定透支的利息

15.1 客戶須在銀行要求時，清償銀行賬戶內未經預約或超過預約限額但為銀行接受作出的透支。此項透支將自透支日至實際償還日止累算利息，及以銀行不時公佈的任何收費表中適用的指定利率（法院裁決前後亦同），惟銀行有權在給予客戶 30 天預先通知後，更改有關利率的計算基礎。應付而未付的利息亦將按同樣利率累算利息，銀行並可將此項利息自有關賬戶內支取或按月複計利息。

## 16. 正／副本文件的處理

16.1 有關銀行賬戶的任何支票、銀票、匯票、承付票、付款票據及／或其任何其他文件的正本或副本，一經縮影或作其他方式記錄處理後，銀行即可任意銷毀。

## 17. 存款收費

17.1 銀行謹此保留權利根據香港銀行公會對客戶持有的港幣結餘制定的利率及存款收費規則，向客戶收取存款費用。

17.2 銀行有權對存款結餘少於銀行不時決定的數額的銀行賬戶收取手續費。

## 18. 終止

18.1 在附加於及不影響銀行於總條款第 20 條的終止權利下，銀行有權及獲絕對授權在未經事先通知客戶的情況下，取消客戶再無結餘的任何銀行賬戶。

## 附表二 中銀卡／中銀智能卡條款

### 1. 納入甲部的一般條款

1.1 本「理財服務總條款」之甲部份所載的一般條款（「一般條款」）被納入為本附表之不可分割部分，正如一般條款全文載於本附表一樣。如一般條款與本附表所載條款有所抵觸，當以本附表的條款為準。

1.2 本附表二內的「本條款」指本附表二明述的條款及條件連同本附表所收納的一般條款。

1.3 本條款適用於規限中銀卡（定義見下文）或（視乎情況而定）中銀智能卡（亦稱智能中銀卡）（定義見下文）的使用。

### 2. 定義與釋義

2.1 在本條款中，除文意另有規定外：

「賬戶」指客戶於銀行開立並經客戶指定為擬使用該卡服務並為銀行所接受的賬戶；

「自動櫃員機」指 JETCO、PLUS 及／或 CIRBUS 及銀行不時公佈的任何其他聯網內使用的自動櫃員機；

「自動櫃員機服務」指下述任何一項或所有項

目的服務：-

- (1) 從任何賬戶內提取現金；
- (2) 將現金或支票存入任何賬戶（限於由銀行指定的自動櫃員機作出）；
- (3) 查詢任何賬戶的結存餘額；
- (4) 申領任何賬戶的結單；
- (5) 申領任何支票賬戶的新支票簿；
- (6) 將賬戶內的現存款項或協定透支額度內的結餘轉入晶片或其他賬戶；
- (7) 購買禮券；及
- (8) 銀行不時提供的其他服務。

「中銀卡」指銀行應名字印於中銀卡上的人士之申請，發予其可使用自動櫃員機服務的卡。

「該卡」指中銀卡或（視情況而定）中銀智能卡（亦稱智能中銀卡）。

「晶片」指以保安集成電路儲存現金值的智能晶片。

「指示」指使用該卡所發出的交易指示。

「聯網」指該等由銀行不時指定提供自動櫃員機服務的聯網。

客戶的「私人密碼」指由銀行指定及／或經客戶自行選定可憑之使用終端機或其他設備以發出指示的私人密碼。

「中銀智能卡」（亦稱「智能中銀卡」）指卡上置有保安集成電路智能晶片，並印有「VISA CASH」名稱及標誌，及可以在該晶片上儲存現金值的中銀卡。

「Visa」指「Visa International」。

2.2 與該卡有關的「使用」包括，不論是否須出示或使用該卡，以銀行接受的辨別密碼或其他操作安排方式。經銀行不時指定的終端機或其他設備，使用自動櫃員機服務。

### 3. 自動櫃員機服務

3.1 銀行酌情授權客戶使用自動櫃員機服務。除文意另有規定外，本條款對管制任何賬戶之其他條款及條件均不構成影響。

3.2 該卡可用於(a)銀行裝設、擁有或指定的自動櫃員機；及(b)以電子或其他支付方式或轉撥款項的其他終端機或設備，包括但不限於銀行不時指定的銷售點終端機。

3.3 客戶須在其賬戶內有足夠款項的情況下方可使用自動櫃員機服務提款或轉賬。若賬戶內的款項不敷提款或轉賬而出現透支，客戶須在銀行要求時，立即償還該等未經安排的透支提款或轉賬及按銀行不時對未經安排的透支賬戶訂定的利率計算的利息。適用於未經安排透支的利率印於銀行不時刊發的收費表內，可隨時應客戶要求向客戶提供。

3.4 銀行有權隨時在金額或其他方面對該卡的使用作限制。

3.5 客戶可使用自動櫃員機存入香港特區的貨幣的現金及／或支票。自動櫃員機不接受硬幣存款。

3.6 所有經自動櫃員機接受之存款（無論存款是以現金或支票形式存入）均須經銀行點核。該點核工作不限定在存款當日進行。不論持卡人聲稱所存入之數目是多少，銀行在點核時所作之決定具終局性並對持卡人具約束力。在不影響銀行的決定如上之終局性的情況下，若銀行發現該決定與持卡人聲稱存入的數額有任何分歧，銀行會在可行情況下盡快通知持卡人該分歧。

3.7 在銀行根據本附表第 3.6 條點核現金存款並將該存款記入賬戶後，持卡人方可提取或使用經自動櫃員機存入的現金存款。經自動櫃員機存入的支票亦須根據本附表第 3.6 條經銀行點核後，銀行方接受托收。持卡人須待支票清算及銀行收妥款項後，方可支用票款。

3.8 存款時自動櫃員機發出的客戶通知單（若有印備的話）只申述客戶聲稱以自動櫃員機存入的款項，在任何情況下該通知書對銀行均無約束力。

3.9 儘管銀行在香港特區一般銀行營業時間外接收客戶的轉賬指示並立即執行指示，在銀行的決定下，根據指示進行的有關交易可被視為於隨後一天生效。

3.10 就通過自動櫃員機轉出賬戶款額而言，若收款銀行基於任何原因拒絕或延遲將款項給予擬收款人，銀行不負任何責任。

### 4. 該卡之擁有權及轉讓

4.1 該卡屬銀行的財物，客戶在銀行要求下須立即將該卡交回銀行，無論銀行是否已就此給予事先通知或給予任何理由。

4.2 該卡只供客戶使用，並不得轉讓。

### 5. 正確使用責任

5.1 客戶須對向其發出的該卡的正確使用負責，客戶並須負責所有因其不恰當地使用該卡而引起的損失及損害。

5.2 客戶不得使用該卡進行任何非法活動或違法或法律禁止的任何安排。

### 6. 私人密碼及／或辨別密碼

6.1 銀行將該卡、私人密碼和其他使用該卡的辨別密碼向客戶發出及遞交時的一切風險由客戶承擔。

6.2 客戶無論何時在任何情況下均不得向他人透露其使用自動櫃員機的私人密碼、辨別密碼或其他可予其使用自動櫃員機服務的方法。儘管有上文規定，不論該卡是否由客戶使用或該卡的使用人是否經客戶授權，客戶均須對任何使用該卡款做的交易完全負責。

### 7. 從賬戶扣除

7.1 客戶謹此不可撤銷地授權銀行，可不經事先通知客戶而自其賬戶扣除因使用該卡而提取、轉賬或在其他交易中支付的款項，不論交易是否已獲客戶授權或知悉。

### 8. 無權貸款或透支

8.1 本條款並不賦予客戶貸款及透支的權利。

### 9. 遺失該卡

9.1 客戶同意對使用該卡時產生或以任何方式招致的一切損失負全部責任。銀行對遺失該卡、盜卡或該卡的未經授權使用概不負責。

9.2 若遺失該卡或該卡被竊去，客戶須立即書面通知銀行。在銀行實際收到該書面通知前，由任何人使用該卡（無論是否經客戶授權）而款做的所有交易，客戶均須負責。此外，銀行可按其絕對酌情認為適當的條款及條件向客戶補發新卡。

9.3 客戶若於報失後尋回該卡，除非獲銀行事先批准，否則不得使用該卡。

### 10. 該卡、自動櫃員機等失靈

10.1 銀行對該卡或有關系統的不能使用或失靈或所引起的延誤概不負責。倘若該卡非因客戶的錯誤使用而損壞或失靈，在設法銀行指定的條款後，銀行可向客戶補發新卡。

10.2 若因任何原因涉及使用該卡的交易未能交付或進行，或若自動櫃員機或提供自動櫃員機服務的終端機或設備失靈或不能使用，銀行對由此引起的任何及一切後果概不負責。

### 11. 銀行對他人行為不負責任

11.1 對於任何商人、店舖或機構的任何行為或不作為，包括但不限於其拒絕交付或接受該卡，其作出的任何結單或其他訊息、或其與使用該卡有關而提供的貨品或服務有任何糾紛、瑕疵或不足，銀行概不負責。客戶須直接與該等商人、店舖或機構處理和解決所有索償或糾紛，而該等索償或糾紛不會影響客戶已完成的轉賬或付款，客戶亦無權取消、質疑或更改該等轉賬或付款。

### 12. 外幣交易

12.1 客戶如透過自動櫃員機服務以有關賬戶的貨幣（「賬戶貨幣」）以外的任何貨幣（「交易貨幣」）進行交易，銀行可毋須徵



詢客戶或取得其同意，而把該等交易貨幣兌換為賬戶貨幣，兌換率於交易進行時由銀行絕對釐定。在不損害上文的一般性原則下，客戶如透過自動櫃員機服務提取有關賬戶的賬戶貨幣以外的任何貨幣（「提款貨幣」），銀行可毋須事先獲得客戶同意或通知客戶，而以其絕對釐定的適用兌換率進行象徵式兌換，隨後從賬戶扣除相等於以提款貨幣提取的款項之賬戶貨幣的款額。

### 13. 資料披露

13.1 在不損害使用及／或有關披露賬戶及／或客戶資料的任何其他條文（如有）的一般性原則下，銀行有權未經客戶同意或未經通知客戶，而在其認為需要或適當的情況下，就該卡的使用面把客戶的賬戶資料向任何聯網的任何成員及／或任何其他機構披露。

### 14. 取消該卡

14.1 銀行有絕對酌情權，可隨時取消該卡、自動櫃員機服務或其任何部分，或拒絕重發該卡，而毋須因此給予任何原因，亦毋須預先給予客戶任何通知。

### 15. 費用與收費

15.1 銀行可就該卡的使用及／或補發及／或涉及使用該卡或自動櫃員機服務的任何交易收取費用／收費。銀行有權在任何賬戶扣除費用及收費。

### 16. 中銀智能卡（亦稱智能中銀卡）的特定條款

16.1 客戶如獲發中銀智能卡（亦稱智能中銀卡），須同時受本條下列特定條款及條件約束：-

- (i) 銀行可絕對酌情決定，就一個賬戶向客戶發出一張或多張中銀智能卡（亦稱智能中銀卡）。
- (ii) 每張中銀智能卡（亦稱智能中銀卡）均設定有效期限。中銀智能卡（亦稱智能中銀卡）在有效期屆滿後不能用以購物或支付所獲提供的服務。再者，過期的卡不能用以享用自動櫃員機服務。
- (iii) 客戶可透過指定的自動櫃員機或銀行的特定設備，把中銀智能卡（亦稱智能中銀卡）已登記賬戶內的款項轉往晶片或把晶片內的款項轉回該賬戶。銀行有權不時釐定上述轉帳的最高與最低限額。
- (iv) 客戶使用中銀智能卡（亦稱智能中銀卡）購物或支付所獲提供的服務費用時，消費款項乃從晶片儲值餘額中扣除。倘晶片儲值不足以繳付消費款項，則交易的不足款額可由商人接納的其他額外付款形式繳付。
- (v) 客戶不能使用晶片儲值從商人處提取現金。儘管商人扣除的款項超過已消費款項，或根據商人的慣例與常規，退貨的任何退款及價格調整將不會增加晶片的儲值額。
- (vi) 客戶須視晶片內的儲值款項為現金。若遺失中銀智能卡（亦稱智能中銀卡）或遭盜竊，銀行不會向客戶補償或退還晶片結餘。
- (vii) 客戶同意並承認，若中銀智能卡（亦稱智能中銀卡）遭毀壞、發生故障或遭任何自動櫃員機沒收，而晶片儲值有任何結餘，必須先把中銀智能卡（亦稱智能中銀卡）交回銀行，供銀行核證結餘（如有）。銀行的決定為最終及具終局性。銀行有權決定向客戶退還任何該等結餘的方法與形式。
- (viii) 除銀行根據本附表第 14 條的權利外，銀行或 Visa 可絕對酌情單方面或雙方面決定暫時中止或限制使用中銀智能卡（亦稱智能中銀卡），並在遵守銀行所特定的條款下，決定何時可重新使用中銀智能卡（亦稱智能中銀卡）或向客戶補發新卡。
- (ix) 客戶可在香港特區水域以內示有「VISA CASH」標誌的地方使用中銀智能卡（亦稱智能中銀卡）。若該卡可在香港特區以外地方使用，銀行將另行通知客戶，並告知該生效日期。銀行概不保證中銀智能卡（亦稱智能中銀卡）可在有「VISA CASH」標誌的地方使用，或可用該卡購物或支付所獲提供的服務。如發生上述任何情況，銀行、Visa、商號或該等商號的任何受僱人士一概毋須對客戶負責。

#### 附表三 智達銀行服務條款

### 1. 納入甲部的一般條款

1.1 本「理財服務總條款」之甲部份所載的一般條款（「一般條款」）被納入為本附表之不可分割部分，正如一般條款全文載於本附表一樣。如一般條款與本附表所載條款有所抵觸，當以本附表的條款為準。

1.2 本附表三內的「本條款」指本附表三明述的條款及條件連同本附表所收納的一般條款。

1.3 本條款適用於智達銀行服務及對客戶向銀行給予電話理財指示作出規限。

### 2. 定義與釋義

2.1 在本條款中，除文意另有規定外：-

「電子輸入」指透過電話、互動電視系統、機器或電腦終端機或銀行不時規定或指明的其他設備向銀行發出並獲銀行電腦系統接收及認可的任何電子訊號。

「指示」指智達銀行服務指示或電話理財指示。

「智達銀行服務」指銀行向客戶提供的智達銀行服務，據此客戶可在電話口述或透過電子輸入報上智達銀行服務號碼及智達銀行服務密碼後，進行銀行交易或從銀行獲取銀行服務。

「智達銀行指示」指客戶在符合本附表下文第 5.2(b)條所載規定或程序後，透過電子輸入或電話口述向銀行發出的任何指示。

「智達銀行號碼」指銀行為客戶使用智達銀行服務而發予的辨認號碼或客戶號碼。

「智達銀行密碼」指銀行為客戶使用智達銀行服務進行銀行交易而發予的任何私人識別號碼及其後由客戶另行選定的號碼。

「密碼」指智達銀行密碼及／或電話理財指示密碼。

「結算賬戶」指就智達銀行服務而言，以香港特區貨幣為單位的賬戶，詳情見本協議。

「交易」指銀行不時絕對酌情指定可通過智達銀行服務或電話理財指示或兩者執行的銀行交易或銀行服務。

「電話理財指示」指客戶在符合本附表下文第 5.3(b)條所載規定或程序後，透過電話向銀行發出的任何口頭指示。

「電話理財指示密碼」指銀行為客戶使用電話理財指示進行交易而發予的任何私人識別號碼（包括銀行不時重新發予的任何其他號碼）。

### 3. 智達銀行服務範圍及透過電話理財指示可用的服務

3.1 銀行可不時及隨時指定或重新指定透過智達銀行服務及／或電話理財指示可執行的交易範圍。

3.2 銀行有絕對酌情權在無須事先通知及給予任何理由的情況下，隨時拒絕執行任何指示或撤回經智達銀行服務或電話理財指示可進行的任何交易；並且，如認為適宜，可撤消或暫停可經某些個別認可媒體而使用的智達銀行服務或其任何部分。

3.3 銀行隨時有絕對酌情權決定接受客戶的指示作為客戶的代理人，代其與第三者執行其他交易。在該情況下，銀行的唯一責任是將指示轉送或傳達致第三者，當有關指示被轉達後，銀行即被視作已履行其責任。銀行一概無須就該等第三者的行為、失職、不作為、不遵守、不履行、延誤、詐騙或疏忽而負上合約法或侵權法、法律或衡平法上的法律責任或責任（包括但不限於該第三者的任何未執行或延誤執行銀行代客戶發出的指示）。客戶承認及確認該等由銀行作為其代理人與第三者所執行的交易受有關交易的適用條款及條件所管轄，並且，為與第三者執行該等交易，客戶授權銀行可向該第三者披露客戶本身的任何資料。

3.4 客戶承認，使用智達銀行服務及／或電話理財指示以作出交易乃銀行提供的服務；若不論任何原因智達銀行服務或可向銀行發出或使銀行接收指示的媒體被暫停或取消，客戶不能藉此向銀行追討及須自行採用其他途徑達成其擬執行的交易。

### 4. 管轄任何個別交易的條款

4.1 在使用智達銀行服務或電話理財指示而進行任何交易時，除受本條款約束外，亦同時受到管轄有關類別交易的條款所約束。客戶承認其將繼續遵守該等條款及受其約束。

4.2 若管轄有關類別交易的條款與本條款有任何衝突，則：-

- (i) 倘該有關類別交易的個別條款載有本條款與有關個別條款之間的優先次序，則在決定以那一條款為準時需按該優先次序處理；

- (ii) 倘該有關類別交易的個別條款並未載有本條款與有關個別條款之間的優先次序，則以有關個別條款為準；
- 5. 使用智達銀行服務與電話理財指示**
- 5.1 客戶須自費申請、安裝、獲取及維修合適之器材以享用智達銀行服務或（視乎情況而定）給予銀行電話理財指示。
- 5.2 所有智達銀行指示須按以下規定發出：
- (a) 祇可致電銀行為智達銀行服務不時指定的有關號碼，或透過互動電視系統、機器或電腦終端機，或其他經銀行認可可以享用智達銀行服務的器材；及
- (b) 應銀行要求（該等要求可以是以電子影像或數碼聲音或其他電子形式發出，視乎情況而定），客戶須透過電子輸入或在電話口頭報出：
- (i) 其智達銀行號碼；及
- (ii) 其有關智達銀行服務的智達銀行號碼；及／或
- (iii) 任何其他涉及客戶身份的資料（例如身份證號碼）；及
- (c) 應銀行的要求（形式如上），客戶須選擇其擬執行的交易及報出或輸入銀行所要求的資料及詳情。
- 5.3 電話理財指示須按以下規定發出：
- (a) 祇可致電銀行就有關擬執行的交易接收電話理財指示而不時指定的有關電話號碼；及
- (b) 應銀行要求，客戶須透過電子輸入及／或在電話口頭報出：
- (i) 其電話理財指示密碼；及／或
- (ii) 與擬執行交易有關的賬戶名稱；及／或
- (iii) 任何其他涉及客戶身份的資料（例如身份證號碼）；及
- (c) 應銀行的要求，客戶須透過電子輸入及／或在電話口頭報出所需的交易類別資料及／或銀行要求的其他資料及詳情。
- 5.4 在不影響本附表第 3.2 款載明銀行拒絕接受任何指示的權利的情况下，所有指示一經本附表第 5.2 或 5.3 款（視乎情況而定）的情况下發出後，即屬不可撤銷並對客戶具終局性約束力，不管該等指示是由客戶自己所發出或由任何其他人士（不論有否被授權）代其發出。
- 6. 接受及執行指示**
- 6.1 就任何指示而言，當銀行接獲本附表第 5.2(b)(i)及(ii)第 5.3(b)(i)及(ii)款（視乎情況而定）的資料後，銀行有權視由此產生的指示為客戶所發出的。客戶須就該等指示執行的所有交易及因而產生的所有債務負責。
- 6.2 除非在有關時間另有協定，銀行只接納或執行涉及交易的指示。但若涉及其他安排的指示為銀行所接納或執行，不管接納或執行的理由為何，該等指示及據該等指示執行的安排均對客戶具約束力。
- 6.3 只有在銀行絕對決定接受個別種類的交易的時間內向銀行發出的指示才會被銀行接納及執行。
- 6.4 儘管管轄擬定進行的個別交易的條文有任何相反規定，銀行有權發出任何指令或訂立或執行任何安排或作出任何記賬，以進行任何指示，而毋須事先查明(i)客戶的指定賬戶內有否足夠資金或預先安排的信貸餘額；及／或(ii)客戶賬戶內存在或有足夠擬用作按指示執行的項目。
- 6.5 若客戶的指定賬戶內並無足夠資金或預先安排的信貸餘額或並無足夠項目以執行擬定交易，則銀行不會接納或執行指示。倘由於並無足夠資金或預先安排的信貸餘額或並無足夠項目，致使銀行未能執行任何指示，銀行一概無須對此導致的任何後果負責。
- 6.6 儘管客戶的指定賬戶內並無足夠資金或預先安排的信貸餘額或並無足夠項目，而且不論擬定進行交易的個別交易的任何條款及融通有相反規定，銀行有絕對酌情權，毋須事先通知客戶或獲得其同意，便可接納及執行指示。客戶須負責由此導致的借差或透支、預支或信貸（或其任何增加）及有關的所有銀行的劃一收費。該等欠款連同其利息須於銀行要求時償還。該利息由執行有關指示日計至實際償還日止（包括首尾兩日），利率（不論是判決前或後）為未經安排透支的適用利率，其列載於銀行不時公布之任何收費表內。該等收費表在客戶要求時將向客戶提供。

- 6.7 若根據本附表第 6.6 項下存在任何債務時，銀行有權（但無責任）在毋須通知客戶的情況下，按其認為需要的時間及價錢（但無任何責任獲取最佳價格），訂立其他交易，以抵銷或對銷根據指示執行的交易。由此導致遭受或招致之任何損失、損害、債務或費用一概由客戶承擔，並由銀行選擇從客戶的任何賬戶中扣除；但任何收益則絕對歸銀行所有並保留，供銀行本身使用與受益。銀行對該等損失、損害、債務或費用款額所發出之書面證明對客戶具約束力及終局性。
- 6.8 在不妨礙本附表第 6.3 條的情况下，儘管銀行在香港特區一般銀行營業時間外接獲指示並立即執行指示，在銀行決定下，根據指示而立即執行的交易可被視為在隨後一天生效。
- 6.9 就客戶通過智達銀行服務或電話理財指示自有關賬戶轉出款額的交易而言，若收款銀行基於任何原因拒絕或延遲將款項給予擬收款人，銀行不負任何責任。
- 7. 通知書及不可推翻的證據**
- 7.1 (a) 除非銀行另行決定，否則銀行不會就根據智達銀行指示執行的交易（「智達銀行指示」）發出通知書。倘若銀行就某些涉及其根據智達銀行指示而在賬戶執行的存款及／或提款的智達銀行交易決定向客戶發出載有該等智達銀行交易的通知書，則該份通知書會於隨後的營業日寄予客戶存檔。
- (b) 倘客戶在作出有關智達銀行指示後的三個營業日內（客戶地址如為香港特區以外，則八個營業日內）仍未有接獲銀行就該等智達銀行交易決定發出的通知書，則客戶須向銀行提交未獲通知書之通知（按銀行接受的格式）。該份未獲通知書之通知必須在該等智達銀行指示發出日後的五個營業日內（客戶地址如為香港特區以外，則十七個營業日內）由銀行確實接獲。
- (c) 客戶有責任核對及驗證通知書的內容，並須於有關智達銀行指示發出後的五個營業日內（客戶地址如為香港特區以外，則十七個營業日內）或在補發通知書（如客戶發出未獲通知書之通知）後的五個營業日內（客戶地址如為香港特區以外，則十七個營業日內），向銀行報備通知書內的任何錯誤或遺漏或差歧。否則儘管客戶在此期間未有機會驗證有關智達銀行交易的賬戶結單或存摺（視乎情況而定），客戶亦被視作已確認通知書上之內容。
- (d) 除上文(b)規定者外，客戶有責任履行一般條款第 7.1 條所述的責任。
- (e) 若客戶要求銀行無須向其發出智達銀行交易的綜合結單，而申請為銀行所接受，則客戶有責任驗證有關賬戶結單或存摺（視乎情況而定）內的智達銀行交易記錄。
- 7.2 銀行謹此獲授權，就經智達銀行服務或電話理財指示執行的有關交易，在客戶指定的賬戶作出獨立記錄。
- 7.3 客戶承認所有指示不可予記錄。任何指示及／或該等指示的執行的銀行賬簿及記錄（除非有明顯錯誤者例外），在所有法院及在各方面均對客戶而言屬不可推翻的證據。
- 8. 經智達銀行服務或電話理財指示執行交易之收益**
- 8.1 除非銀行另行同意，否則透過智達銀行服務或電話理財指示完成的任何交易之應付客戶收益，只可以計入與客戶同名的銀行賬戶或以客戶名義在銀行存放。
- 8.2 如銀行接獲任何交易收益的任何質疑、索償或爭議（無論有無充分理由），銀行可（但並無任何責任）絕對酌情拒絕准許或執行任何交易收益的任何提款及／或處置，直至有關交易的爭議或質疑獲得銀行滿意的澄清為止。
- 9. 透過智達銀行服務或電話理財指示之交易限制**
- 9.1 銀行可隨時及不時經事先通知客戶，對透過智達銀行服務或電話理財指示執行的交易金額、數量或貨幣方面訂立最高及／或最低每日總額及／或個人交易限額，惟在銀行認為適宜的情況下，可豁免或修改任何交易的限制。
- 9.2 除非銀行另行同意，否則指示只限於客戶名下的不同賬戶間所進行或執行的交易指示（查詢財經消息除外）。
- 9.3 客戶謹此同意並承認，任何涉及不同賬戶間（不論屬客戶的或任何第三方的及不論為開立於銀行及中銀集團任何其他成員銀行的）付款的智達銀行服務安排，必須獲銀行批准才會被接納，而且該等安排必須符合銀行不時事先決定的每日轉賬或提款限額及程序。為免生疑問，若已就任何第三者賬戶批准了更低的每日最高限額，則以該限額（而非銀行之前訂定的限額）為準。
- 9.4 客戶承認，智達銀行服務乃以數字系統運作，若客戶向銀行發出的智達銀行服務指示涉及不同賬戶之間的付款，銀行可按客戶透過電子輸入提供的賬戶號碼行事，而並無任何職責核對該提供的賬戶號碼是否與該賬戶持有人的姓名相符。
- 10. 密碼**
- 10.1 客戶謹此承諾把密碼保密。
- 10.2 客戶承認，銀行可在客戶親身到銀行時向其發出密碼，或按銀行決定的其他形式向其發出密碼。就智達銀行服務而言，

如銀行酌情規定，則客戶可能在享用其他交易前，須重新選擇新的智達銀行密碼。就電話理財指示而言，除銀行另行同意外，客戶不得單方面重新選擇電話理財指示密碼。

- 10.3 若客戶遺失密碼或有任何實際或懷疑密碼遭未經授權使用，必須立刻向銀行發出書面通知，並按照簽署安排妥為簽署。在銀行實際接獲該通知前，透過輸入或口述有關密碼而使用智達銀行服務或電話理財指示執行所有交易均被視為客戶作出之交易。
- 10.4 客戶謹此確認，密碼有可能遭未經授權人士使用或用作未經授權用途，並同意完全承擔該等風險。
- 11. 資料**
- 11.1 在進行交易中，銀行所報的所有資料（包括但不限於兌匯率、利率及證券及貴重金屬的市價）僅供參考，除非客戶在指定時間內確認交易，否則資料對銀行並無約束力。
- 12. 服務收費**
- 12.1 銀行有權就向客戶提供智達銀行服務及／或使用電話理財指示及／或處理指示而收取費用。客戶僅此授權銀行自結算賬戶及客戶在銀行開立的其他賬戶中扣除該等費用。
- 12.2 銀行有權保留就銀行提供智達銀行服務或接納電話理財指示及根據指示進行交易所產生或與之有關的所有盈利、回佣、佣金、費用、利益或其他得益（如有），以供銀行自行運用及受益。
- 13. 銀行之責任**
- 13.1 銀行對客戶或任何其他人士因下列情況導致任何損失或損害，一概無須承擔責任：
- (a) 取銷提供智達銀行服務或其任何部分或不准使用電話理財指示；及／或
  - (b) 銀行控制範圍以外的任何情形或事件，直接或間接導致透過智達銀行服務或電話理財指示可進行之任何交易遭取銷或暫停或任何指示未能進行或執行；及／或
  - (c) 銀行的電訊或電腦系統或其他設備或其裝置有任何機械、電子或其他失靈、故障、中斷、偏差或不足或錯誤傳送任何指示或在執行任何指示中的任何錯誤（惟銀行授權職員之嚴重疏忽或故意的不當行為除外），或因此導致客戶產生或遭受的任何延誤、損失（包括盈利損失或任何經濟損失）、費用或損害等。
  - (d) 任何第三方（包括但不限於服務供應商或設備供應商）所導致的任何延誤、中斷或暫停等，而導致干擾、影響或擾亂銀行履行本附表之責任。

## General Terms and Conditions for Banking Services

### **Part A: Common Terms and Conditions**

#### **1. Definitions and Interpretation**

1.1 Unless the context otherwise requires:-

"**Agreed Signing Arrangement**" means the signing arrangement of the Authorized Signatory(ies) (together with his/her/their specimen signature(s)) stipulated by the Customer and accepted by the Bank for or in connection with the operations of Bank Account with the Bank or (as the case may be) the provision of any Service by the Bank, subject to such changes as may be agreed by the Bank from time to time;

"**Agreement**" means the *Agreement for Bank Accounts and General Services* or (as the case may be) the *Agreement for Bank Accounts and General/Investment Services* entered into between the Bank and the Customer;

"**Authorised Signatory(ies)**" means the authorised signatory(ies) appointed by the Customer and accepted by the Bank for or in connection with the operations of the any Bank Account(s) with the Bank or (as the case may be) provision of any Service provided by the Bank, subject to such changes as may be agreed by the Bank from time to time. For the avoidance of doubt, in case where the Customer is an individual or consists of two or more individuals, such Authorized Signatory(ies) may include such individual or (as the case may be) any one or more of such individuals; and unless the context does not allow, the term "Authorized Signatory(ies)" shall mean the Authorized Signatory(ies) concerned together with his/her/their related specimen signature(s) on record with the Bank;

"**Bank**" means the bank which has entered into the Agreement with the Customer;

"**Bank Account**" and "**Service**" means respectively any bank account and any service (general or investment) opened or set up or continued to be maintained or provided by the Bank for the Customer under or pursuant to the Agreement and/or any bank account and any service as referred to in the Agreement;

"**Bank of China Group**" means Bank of China, Hong Kong Branch, The China & South Sea Bank, Ltd., Hong Kong Branch, The China State Bank, Ltd., Hong Kong Branch, Chiyu Banking Corporation Ltd., Hua Chiao Commercial Bank Ltd., Kincheng Banking Corporation, Hong Kong Branch, The Kwangtung Provincial Bank, Hong Kong Branch, Nanyang Commercial Bank Ltd., The National Commercial Bank Ltd., Hong Kong Branch, Po Sang Bank Ltd., Sin Hua Bank Ltd., Hong Kong Branch and The Yien Yieh Commercial Bank Ltd., Hong Kong Branch and any of the branches, subsidiaries, holding company, associated company or affiliates of or companies controlled by any of the foregoing banks;

"**Business Day**" means any day on which banks in HKSAR are open for business;

"**Customer**" means the person who has entered into the Agreement with the Bank;

"**HKSAR**" means the Hong Kong Special Administrative Region of the People's Republic of China;

"**Relevant Terms and Conditions**" means the terms and conditions governing the operations of the relevant Bank Account with the Bank or (as the case may be) the provision of the relevant Service by the Bank. For the avoidance of doubt, such Relevant Terms and Conditions include (but without limitation) provisions contained in the Agreement whereby the relevant Bank Account or (as the case may be) the relevant Service is set up or continued to be provided or maintained for the Customer;

"Sign. No." means the signature number or code from time to time designated by the Bank for representing the Authorized Signatory(ies) (together with his/her/their specimen signature(s)) and the Agreed Signing Arrangement of any one or more of Bank Account(s) or Service(s).

1.2 Headings are inserted in the Relevant Terms and Conditions (including this Part A) for convenience of reference only and shall not affect the construction of the provisions of the Relevant Terms and Conditions (including this Part A).

1.3 Unless the context otherwise requires:

(a) Words denoting the singular include the plural and vice versa;

(b) Words importing a gender include every gender;

(c) the word "person" includes any individual, company, firm, partnership, joint venture, association, sole proprietorship or other incorporated or unincorporated entity.

#### **2. Joint, Sole Proprietorship, Partnership, etc.**

2.1 If the Customer consists of two or more persons, the following provisions shall apply:-

- (a) the obligations and liabilities of such persons under the Agreement and/or the Relevant Terms and Conditions or in connection with any transaction or contract made under the Agreement and/or the Relevant Terms and Conditions shall be joint and several and any demand made by the Bank to any one or more of the Customer so jointly and severally liable shall be deemed to be demand made to all such Customer;
- (b) the Bank is at liberty to release or discharge any one or more of the persons constituting the Customer from liability under the Agreement and/or the Relevant Terms and Conditions or to compound with, accept compositions from or made any other arrangements with any of such persons without in consequence releasing or discharging one or more person(s) constituting the Customer from the Agreement and/or the Relevant Terms and Conditions or otherwise prejudicing or affecting the Bank's rights and remedies against the other person(s);
- (c) all instructions and transactions relating to any Bank Account or (as the case may be) any Service in the event of the death of any one or more of the persons constituting the Customer shall be subject to any claim or objection of the Estate Duty Commissioner or any other relevant authority and shall be without prejudice to any right which the Bank may have arising out of any lien, charge, pledge, set-off, claim, counterclaim or otherwise whatsoever or any step or legal proceedings which the Bank may in its absolute discretion deems desirable to take in view of any claim by any person other than the survivor(s) of them or the executors or administrators of the deceased;
- (d) subject to paragraph (c) above, the Bank shall hold on the death of any of the persons constituting the Customer all credit balance or balances, securities and property(ies) in all the accounts and all moneys due by the Bank to the Customer under any transactions and services to the order of the survivor(s) of the Customer or (in the case of death of all the persons constituting the Customer, the executor(s) or administrator(s) of the last survivor of the Customer) and any payment by the Bank as above shall be an absolute full and conclusive discharge to the Bank as against the Customer (including the deceased and his/her estate and successor) provided that the Bank may require the production of documentary proof of the death and/or the relevant legal grant to the estate of the deceased.
- (e) *The Bank's set off right hereunder may be exercised against any one or more of such persons such that money, property or proceeds otherwise payable to the Customer may be applied by the Bank in or towards the satisfaction of any obligations or liabilities owing to the Bank by any one or more (but not all) of the persons comprising the Customer.*

2.2 If the Customer is a firm (whether sole proprietorship or partnership firm), the following provisions shall apply in addition to Clause 2.1:-

- (a) the Customer and the proprietor/partners and persons carrying on business in the name of the firm concerned now or at any time hereafter shall be jointly and severally liable under the Agreement and/or the Relevant Terms and Conditions;
- (b) the Customer shall immediately advise the Bank of any change (i) in the constitution or membership of the firm (whether by retirement, death, bankruptcy or admission of new parties) or (ii) in the name of the firm. Unless expressly released, the Customer and all persons signing the Agreement and/or the Relevant Terms and Conditions as the proprietor or partners of the Customer shall continue to be liable under the Agreement and/or the Relevant Terms and Conditions irrespective of any such change.
- (c) Unless the Bank shall have actually received written notice from the Customer of any change in the membership or constitution of the firm, whether as a result of death or otherwise, irrespective of whether such change has been reported to or filed on public records with the Business Registration Office or any other relevant government department or authority, the proprietor or the partner (as the case may be) of the firm on record with the Bank shall remain liable to the Bank as such and be deemed to have represented at all times to the Bank that the constitution and name of the firm have remained unchanged and the Bank shall be entitled to act accordingly and all the terms and conditions under the Agreement and/or the Relevant Terms and Conditions and authorities given to the Bank Account(s) and/or the relevant Service(s) shall continue to be binding and of full effect.
- (d) In case of a partnership firm (the "**Firm**"), if any one or more of the partners ceasing to be a partner of the Firm by death, retirement, bankruptcy or otherwise, the Bank shall be entitled and are authorized:-
  - (i) to treat the surviving or continuing partners or partner for the time being as having full power to carry on the business of the Firm and to deal with any matter whatsoever concerning or arising from the Bank Account or (as the case may be) the Service and any transactions relating thereto as if there had been no change in the Firm and all transactions effected pursuant to the request or instruction of such surviving or continuing partners or partner shall be conclusively binding on all the partners or their respective estates and personal representatives, including the one or more of the partners who shall have ceased to be a partner or partners; and/or
  - (ii) in the absence of written instructions to the contrary signed by all partners of the Firm immediately before such cessation, to close or suspend the Bank Account or (as the case may be) to terminate or suspend the Service without any prior notice or reference to the Customer. The securities, property(ies) or proceeds held in any account of the Customer (subject to any of rights or claims of the Bank thereon) shall be held by the Bank to the order of all partners of the Firm immediately before such cessation; and/or
  - (iii) at the request of the surviving or continuing partner(s) for the time being, to open a new Bank Account or (as the case

may be) to set up new Service with them in the same name as that of the Firm (hereinafter referred to as the "**New Firm**") and to carry on business with them and to collect and pay thereto any or all cheques, bills, drafts, notes and/or other instruments with the name of the firm as the named payee (whether they are in fact payable to the Firm or the New Firm) without enquiry and such collection and payment shall be a valid discharge to the Bank and conclusively binding on all of the partners of the Firm and their respective estates and/or personal representatives, including the one or more of the partners who shall have so ceased to be partner or partners, irrespective whether or not such payment or collection will in fact result in reduction payment or satisfaction of any or all of the debts or liabilities of the New Firm to the Bank and/or otherwise be used only for the benefit or business of the New Firm or the partners of the New Firm to the Bank's knowledge.

For the avoidance of doubt, it is hereby expressly declared that this Sub-clause 2.2(d) shall continue to apply and have effect irrespective of whether or not any notice of change in the constitution or name of the Firm has in fact been sent to and received by the Bank and whether or not the partnership of the Firm be deemed in law or in fact to have been dissolved or ceased to exist.

2.3 If the Customer is an association, committee or other unincorporated body, the Agreement and/or the Relevant Terms and Conditions shall remain in full force and effect and shall be binding on the Customer, notwithstanding any change in membership or constitution of the Customer.

2.4 The Customer hereby warrants and represents that:-

- (a) if the Customer is a limited company or other incorporated or unincorporated body, the Customer has been duly established in accordance with all applicable laws, rules and regulations;
- (b) all acts, conditions, things required to be done, performed and observed in order that the Agreement and/or the Relevant Terms and Conditions shall constitute the legal, valid and binding obligations of the Customer enforceable in accordance with its terms have been done, performed and observed in strict compliance with all applicable laws, rules and regulations and the constitutional documents of the Customer.

### 3. Instruction

3.1 Any instruction from the Customer or any Authorized Signatory(ies) on behalf of the Customer (when they signed as per the Agreed Signing Arrangement) shall be given in the manner or pursuant to the arrangement(s) as from time to time agreed and accepted by the Bank. Without prejudice to the Bank's right to refuse to accept the instruction under the Agreement and/or the Relevant Terms and Conditions, the Bank shall be entitled not to accept the instruction not so given, except where the Bank otherwise agrees.

### 4. Authorized Signatory(ies)

4.1 The Authorized Signatory(ies) (when they signed as per the Agreed Signing Arrangement) shall have full authority on behalf of the Customer to deal with the Bank in respect of any matter whatsoever concerning or arising from the relevant Bank Account or (as the case may be) the relevant Service or to give to the Bank any directions, orders or instructions of whatever nature (in the form of standing instruction or otherwise) relating thereto and/or enter into all types of agreements with the Bank in connection with the aforesaid matters, including but not limited to (i) the closing of the relevant Bank Account of whatever type with the Bank or the termination of the relevant Service and (ii) any change of correspondence address and contact number of the Customer; But excluding (i) the application for opening of new Bank Account or (as the case may be) setting up of new Service, save for otherwise provided in the Agreement and (ii) any change of the Authorized Signatory(ies) (together with his/her/their specimen signature(s)/the Agreed Signing Arrangement.

4.2 Unless otherwise agreed to by the Bank or save as otherwise provided in the Agreement above, any change in the Authorized Signatory(ies) (together with his/her/their specimen signature(s))/Agreed Signing Arrangement and/or application for any new Bank Account or (as the case may be) new Service shall only be effected as and when (a) the Bank shall have received (i) in the case where the Customer is an individual or the Customer consists of several individuals (including a partnership), written instructions from the Customer or, as the case may be, all the individuals comprising the Customer; (ii) in the case where the Customer is a company, a certified true copy of the board resolution of the Customer; and (iii) in any other case, such duly authorized written instruction from the Customer in the form and substance satisfactory to the Bank, requesting the Bank for such change or application; AND (b) the Bank shall agree to give effect to such change or application.

4.3 The Bank may at any time designate a Sign. No. to represent the Authorized Signatory(ies) (together with his/her/their specimen signature(s)) and Agreed Signing Arrangement (the "Codified Signing Arrangement") of any Bank Account or Service or, as the case may be, of two or more Bank Account(s) and/or Service(s) which are having common Authorized Signatory(ies) (together with his/her/their specimen signature(s)) and Agreed Signing Arrangement.

4.4 Upon designation of Sign. No. pursuant to Clause 4.3, the following provisions shall apply:-

- (a) Unless the context does not allow, the term "Sign. No." shall be deemed to mean and represent the Codified Signing Arrangement, independent of the Bank Account(s) and/or Service(s) (the "Originating Bank Account(s)/Service(s)") from which the Codified Signing Arrangement are derived;

- (b) The Authorized Signatory(ies) (together with his/her/their specimen signature(s) and Agreed Signing Arrangement of all the Originating Bank Account(s)/Service(s) shall be deemed to be determined by reference to the Sign. No. so that the Codified Signing Arrangement shall be the Authorized Signatory(ies) (together with his/her/their specimen signature(s)) and Agreed Signing Arrangement of the Originating Bank Account(s)/Service(s) until and unless the Bank and the Customer agree otherwise;
- (c) The Bank and the Customer may at any time and from time to time cause the Authorized Signatory(ies) (together with his/her/their specimen signature(s) and Agreed Signing Arrangement of any Bank Account(s) and/or Service(s) to be determined by reference to the Sign. No. so that the Codified Signing Arrangement shall be the Authorized Signatory(ies) (together with his/her/their specimen signature(s)) and Agreed Signing Arrangement of such Bank Account(s) and/or Service(s) until and unless the Bank and the Customer agree otherwise; and
- (d) So long as the Authorized Signatory(ies) (together with his/her/their specimen signature(s)) and the Agreed Signing Arrangement of any Bank Account(s) and/or Service(s) is/are determined by reference to the Sign. No., in the event of any change in the Codified Signing Arrangement represented by the Sign. No. from time to time, the Authorized Signatory(ies) (together with his/her/their specimen signature(s)) and Agreed Signing Arrangement of the relevant Bank Account(s) and/or Service(s) shall be deemed to change accordingly without the necessity of any reference to the Customer.
- 4.5 In case the Authorized Signatory(ies) (together with his/her/their specimen signature(s) and the Agreed Signing Arrangement of any Bank Account(s) and/or the Service(s) (the "Relevant Bank Account(s) and/or Service(s)") are described as "the same as" those of an account maintained with the Bank by the Customer (the "Reference Account"), if there is any change in the Authorized Signatory(ies) (together with his/her/their specimen signature(s)) and/or Agreed Signing Arrangement of the Reference Account, the corresponding Authorized Signatory(ies) (together with his/her/their specimen signature(s)) and/or the Agreed Signing Arrangement(s) of the Relevant Bank Account(s) and/or Service(s) shall be deemed to change accordingly without the necessity of any reference to the Customer, provided that the closure of the Reference Account shall not affect the continuity or effectiveness of the Authorized Signatory(ies) (together with his/her/their specimen signature(s)) and Agreed Signing Arrangement of the Relevant Bank Account(s) and/or Service(s).
- 4.6 In respect of any of the Services, if the Agreed Signing Arrangement thereof shall consist of two or more levels of authorization, all and any of such levels of authorization shall be equally effective as the Agreed Signing Arrangement of such Service.
- 4.7 Subject to Clauses 4.3 and 4.4 above and notwithstanding that the Bank Account(s) and Service(s) are established simultaneously under one single document or agreement, the Authorized Signatory(ies) (together with his/her/their specimen signature(s)) and the Agreed Signing Arrangement of each and every Bank Account and Service will be treated as independent by the Bank so that any change in the Authorized Signatory(ies) (together with his/her/their specimen signature(s) and/or the Agreed Signing Arrangement for any Bank Account or Service will not affect the others.
- 4.8 The Customer agrees to ratify at all times all acts, deeds, directions, orders or instructions given by any or all of the Authorized Signatory(ies) in accordance with Clause 4.1 above and acknowledges that the same shall at all time be binding on the Customer.
- 4.9 The Authorized Signatory(ies) shall have continuous authority and powers to deal with the Bank in accordance with Clause 4.1 above until and unless the Bank shall have actually received written notice to the contrary in the prescribed form and duly signed by the Customer in accordance with Clause 4.2 above and the Bank shall have notified the Customer of the Bank's acceptance of, or have actually accepted and acted upon, such contrary notice.
- 4.10 Notwithstanding anything contained herein, the Customer agrees and acknowledges that the Bank shall have the absolute right at any time, without prior notice or giving any reason therefor, not to accept any order, request or instruction from all or any of the Authorized Signatory(ies).
- 4.11 In the event of the death of the Customer or any one or more or all of the Customer (in case more than one), any payment, act, thing or matter made or done by the Bank pursuant to the request instruction or direction of the Authorized Signatories or any of them after such death but prior to the actual receipt of notice in writing thereof by the Bank shall be absolutely and conclusively binding on the Customer, the respective estate(s) and personal representative(s) and any party/parties claiming through or under the Customer or any one or more of them.
- 5. Notice**
- 5.1 Any notice or other communication to the Customer in connection with any Bank Account or (as the case may be) any Service may be given by the Bank to the Customer orally, in writing or by advertisement in the newspaper or through such other means as the Bank deems fit.
- 5.2 Oral notice or communication shall be deemed to have duly given to and received by the Customer when any officer or agent acting for the Bank verbally notify, whether in person or through the telephone, the Customer or, as the case may be, any individual comprising the Customer or any one of his Authorized Signatory(ies).
- 5.3 Written notice or communication shall be deemed to have been duly sent to and received by the Customer: (a) if delivered personally, at the time of such delivery; (b) if sent by letter postage prepaid, forty-eight hours after posting (for Customer with an

address outside HKSAR, 7 days after posting); (c) if sent by facsimile, at the time of despatch; (d) if sent by cable, twenty-four hours after despatch; and (e) if sent by any other telecommunication means, at the time of despatch.

- 5.4 Any written notice or communication from the Bank to the Customer shall be deemed duly sent to the Customer at the address or facsimile number of the Customer stated in the Agreement and/or such other address or facsimile number from time to time notified by the Customer to the Bank in accordance with Clause 5.7 below.
- 5.5 If the Customer shall consist of more than one person, any written notice, or other written communication to be sent to the correspondent address set out in the Agreement or to any one person comprising the Customer at the last known address of such individual from time to time or to such other address as may have been notified in writing by the Customer to the Bank in accordance with Clause 5.7 below shall be deemed effectively sent to the Customer.
- 5.6 In addition to the manner of giving the notice as provided in Clause 5.1, all notices and announcements by the Bank shall be deemed duly made and effectively communicated to the Customer if the Bank shall have put or displayed notice thereof at the banking hall of the main office of the Bank or such of its branches as the Bank may in its absolute discretion determine for seven (7) consecutive Business Days.
- 5.7 Any notice or communication from the Customer to the Bank shall be in writing and duly signed as per the Agreed Signing Arrangement. Such notice shall be addressed and delivered to the Bank at its principal place of business or such other offices or branches in HKSAR for the time being selected by the Bank and notified to the Customer and shall be deemed to have been received only upon actual receipt by the Bank.
- 6. Records Conclusive**
- 6.1 The books and records of the Bank (including but not limited to any tape recording and any handwritten information recorded by the Bank's staff in the course of their dealing with the Customer) shall be conclusive and binding on the Customer, save for manifest error, for all purposes and in all courts of law.
- 7. Statement, Confirmation and Certificate Conclusive**
- 7.1 *The Customer shall have a duty to examine and verify the correctness of each and every entry in any advice, statement, confirmation or certificate issued by the Bank to the Customer regarding any transactions and/or other incidental matters thereto and to notify the Bank immediately in writing of any entry which the Customer considers wrongful, irregular and/or unauthorized.* Unless the Bank shall have received such notice within 90 days of the date of issuance of the advice, statement, confirmation or certificate containing the entry concerned, the Customer shall not be entitled to dispute any transaction and/or entry recorded in the advice, statement, confirmation and/or certificate on whatever grounds (in particular, but without limitation, on the ground of the transaction and/or entry being carried out or made without the authorization of the Customer) provided always that the Bank shall have the absolute right (but not bound) at any time to rectify any erroneous entry.
- 7.2 Nothing in Clause 7.1 shall affect the Customer's right of recourse in relation to:-
- (a) unauthorized transactions arising from forgery or fraud by any third party including any employee, agent or servant of the Customer and in relation to which the Bank has failed to exercise reasonable care and skill;
- (b) unauthorized transactions arising from forgery or fraud by any employee, agent or servant of the Bank; or
- (c) other unauthorized transactions arising from the wilful default or negligence on the part of the Bank or any its employees, agents, or servants.
- 8. Clauses Severable**
- 8.1 Each of the clauses and provisions of the Agreement and/or the Relevant Terms and Conditions is severable and distinct from the others and if at any time one or more of such clauses or provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 9. Force Majeure**
- 9.1 Neither the Bank nor the Customer shall be liable for any loss sustained by the other, directly or indirectly, if either is prevented from acting as a direct or indirect result of governmental restrictions, the imposition of emergency procedures or suspension of trading by any relevant market, civil disorder, act or threatened act of terrorism, natural disaster, war, strike or other circumstances beyond the party's control.
- 10. Personal Data**
- 10.1 *The Customer acknowledges and agrees that he has noted and will note the content of a notice relating to the Personal Data (Privacy) Ordinance issued by the Bank (the "Notice", including the same as from time to time may be updated or varied by the Bank) and on display in the Bank's banking halls and agrees that it is necessary to supply the Bank with data in connection with the*

- opening or continuation of the Bank Account(s) or the Service(s). The Customer further authorizes the Bank to use his data for the purposes set out in the Notice and such other purposes directly or indirectly relating to any transaction and other matter in connection with any Bank Account or (as the case may be) any Service. The Customer notes that data held by the Bank will be kept confidential but permits the Bank to provide such information to the persons listed in the Notice or any other person(s) (including debt collecting agent(s)) for the purposes set out in the Notice or in compliance with any laws, regulations or directions affecting or binding on the Bank or its branches.
- 10.2 In addition to Clause 10.1, the Bank is hereby further authorized to and may, at its discretions, provide and divulge information in respect of the Customer or in connection with any Bank Account or (as the case may be) any Service or any transaction made thereunder in writing or otherwise, to (i) any other banks, financial institutions, debt collection agencies, agents, credit providing companies, charge or credit card issuing companies, credit reference agencies, service providers or contractors; (ii) any regulatory body, or any government department or agency; (iii) any other member of Bank of China Group or any actual or proposed participant or sub-participant in, or transferee, assignee or successor of, all or any part of the assets or business of any such member; and (iv) any persons who are engaged by the Bank to provide services to the Bank for maintaining or operating the Bank Account(s) and/or Service(s) for the Customer.
- 10.3 The Customer further authorizes the Bank to contact any of his/their employers (if applicable), banks, referees or any other sources for the purpose of obtaining or exchanging any information and to compare the information provided by the Customer with other information collected by the Bank for checking purposes. The Bank is entitled to use the result of such comparison to take any action which may be adverse to the interest of or against any of the Customer. The Customer consents to his data being transferred to another jurisdiction outside HKSAR and to any matching procedures being carried out in respect of such data. The Customer may withdraw his consent for all or any of the above by giving to the Bank 30 days' prior written notice of such withdrawal of consent.
- 10.4 *The Customer shall immediately inform the Bank in writing of any change in his personal particulars, address, telephone or facsimile number.*
- 11. Indemnity from the Customer**
- 11.1 *The Customer shall indemnify and keep the Bank indemnified from and against all loss, damage, expenses (legal or otherwise), actions, demands, claims, proceedings whatsoever which the Bank may suffer, incur or sustain, whether actual or contingent, as a result of or arising from any transactions, contracts or services entered into and/or provided by the Bank under the any Bank Account or (as the case may be) any Service. The Customer shall pay to the Bank on demand all sums (whether actual or contingent) so suffered, incurred or sustained by the Bank (whose determination shall be conclusive and binding on the Customer) together with interest accrued thereon from the date when the same were first paid or incurred by the Bank until actual payment in full by the Customer at the rate for unarranged overdraft as specified in the relevant schedule of charges and/or interest published by the Bank from time to time and to be made available to the Customer upon request.*
- 12. Set-off and Lien**
- 12.1 *In addition and without prejudice to any general or banker's lien, right of set-off or similar right to which the Bank is entitled by law, the Bank shall have the right and is hereby authorized at any time and from time to time hereafter, without notice to the Customer (any such notice being expressly waived) to:-*
- (a) *apply any credit balance on any account (whether in the name of the Customer or jointly with other(s)) at any office or branch of the Bank; and/or*
- (b) *set-off any of the liability of the Bank to the Customer including but not limited to such of the liability (whether actual or contingent) arising from any transaction*
- in or towards satisfaction of the Customer's obligations and liabilities, whether actual or contingent, future or existing, due or owing to the Bank alone or jointly with other(s), whether under or pursuant to the Agreement and/or the Relevant Terms and Conditions or otherwise. Where such set off and/or application of credit balance requires the conversion of one currency into another, such conversion shall be calculated at the then prevailing spot rate of exchange as determined by the Bank in its absolute discretion.*
- 12.2 Further, the Bank may be entitled to retain all or any securities, valuable or any other property whatever and wherever situate which may be deposited with or otherwise held by the Bank or in the name of the Customer or any one or more of them whether for safe custody or otherwise and to sell the same or any part thereof at such price as the Bank shall determine whether by public auction, private treaty or tender and the Bank may engage such agent or broker therefor and apply the proceeds thereof to set off any or all sums owing from the Customer to the Bank under and/or arising out of any transaction entered into under the Agreement and/or the Relevant Terms and Conditions after first deducting all costs and expenses.
- 13. Time, Rights Cumulative, Waivers, etc**
- 13.1 Time shall be of essence as regards any obligation of the Customer under the Agreement and/or the Relevant Terms and Conditions or under any transaction in connection with any Bank Account or (as the case may be) any Service. But no delay or omission on

the Bank's part in exercising any right, power, privilege or remedy under the Agreement and/or the Relevant Terms and Conditions shall impair such right, power, privilege or remedy, or be construed as a waiver of it, nor shall any single or partial exercise of any such right, power, privilege or remedy preclude any further exercise of it or the exercise of any other right, power, privilege or remedy. The rights, powers, privileges and remedies under the Agreement and/or the Relevant Terms and Conditions are cumulative and not exclusive of any rights, powers, privileges or remedies provided by law.

**14. Payment not subject to deduction**

- 14.1 All sums payable by the Customer under the Agreement and/or the Relevant Terms and Conditions shall be paid to the Bank in HKSAR and in Hong Kong Dollars or otherwise as the Bank may from time to time direct in full, free and clear of any present or future taxes, levies, imposts, duties, charges, fees or withholding and without set off or counterclaim or any restriction, condition or deduction whatsoever. If the Customer is compelled by law to make any deduction or withholding, the Customer shall promptly pay to the Bank such additional amount as will result in the net amount received by the Bank being equal to the full amount which would have been receivable had there been no deduction or withholding. Any additional amount paid under this Clause 14.1 shall not be treated as interest but as agreed compensation.

**15. Transactions in Cash**

- 15.1 All transactions in cash between the Bank and the Customer or any other person dealing with the Bank shall be settled by rounding the amount down to the extent necessary to the nearest integral multiple of ten cents. The Bank or, as the case may be, the Customer or such other person shall receive a full discharge by payment in cash of the rounded-down amount for the amount of the obligation sought to be discharged including any odd cents which are not, by virtue of the rounding-down, paid. This shall not affect transactions by cheque or other means of payment which may still include amounts in odd cents.

**16. Charges**

- 16.1 *The Bank may impose such fees, charges and/or commissions for the operations or maintenance of any Bank Account with the Bank or for the provision or maintenance of any Service by the Bank at such standard rate as specified in any schedule of fees published by the Bank from time to time, provided that the Bank may vary the amount of fees or their basis of calculation upon 30 days' prior notice to the Customer displayed or posted on the Bank's banking halls. Such schedule of fees shall be made available to the Customer at any time upon requests. Any fees, charges and/or commissions so imposed by the Bank shall be payable by the Customer on demand.*
- 16.2 The Customer hereby authorises the Bank (without prior notice or reference to the Customer) to deduct such fees, charges and/or commission to any one or more the accounts maintained by the Customer with the Bank.

**17. Debt Collection**

- 17.1 The Bank shall be entitled to employ debt collecting agent(s) to collect any sum due but unpaid by the Customer under the Agreement and/or the Relevant Terms and Conditions. The Customer hereby agrees, and acknowledges that the Customer has been warned, that the Customer shall indemnify and keep the Bank indemnified on a full indemnity basis against all costs and expenses which the Bank may incur in employing debt collecting agent(s).

**18. Amendments to the Agreement and/or the Relevant Terms and Conditions**

- 18.1 The provisions or schedules contained in the Agreement and/or Relevant Terms and Conditions can be amended at any time in such manner and to such extent as the Bank may from time to time in its absolute discretion think fit. Notice of such amendment shall be deemed duly and effectively given to the Customer in accordance with Clause 5 above. Any amendments to such terms and conditions made by the Bank shall take effect and be binding on the Customer immediately upon notice to the Customer provided always that the amendments which affect fees and charges and the liabilities or obligations of the Customer shall not take effect unless 30 days prior notice has been given to the Customer.

- 18.2 Where the Customer refuses to accept the amendment and chooses to terminate the relevant Bank Account(s) or (as the case may be) the relevant Service(s) to which the amendment relates within a reasonable period, the Bank shall, on application of the Customer, repay any annual or other periodic fee (if any), which can be separately distinguished, paid in advance in relation to such Bank Account(s) or (as the case may be) Service(s) on a pro rata basis unless the amount involved is minimal.

**19. Liability of the Bank**

- 19.1 The Bank shall not be liable for any loss or damage suffered by the Customer or any other person as a result of:-
- (a) the cancellation of all or any Bank Account or (as the case may be) any Service; and/or
- (b) the withdrawal or suspension of any transaction of the Customer or for any failure to effect or execute any of the order or instruction from the Customer whether it is attributable, either directly or indirectly, to any circumstances or events outside the control of the Bank; and/or

- (c) any mechanical, electronic or other failure, malfunction, interruption, inaccuracy or inadequacy of the Bank's telecommunication and computer system or other equipment or its installation or operation; any incomplete or erroneous transmission of any instruction or order of the Customer or any error in the execution of any such instruction or order (except gross negligence or wilful misconduct of the Bank's authorized officers) nor for any delay, loss (including loss of profit or any economic loss), expenses or damages whatsoever incurred or suffered by the Customer as a result thereof; and/or
- (d) any delay, interruption or suspension howsoever caused by any third party, including but not limited to service providers or equipment suppliers, which interferes with, affects or disrupts the performance of the Bank hereunder.

**20. Termination of Bank Account and Service**

- 20.1 The Bank may terminate any one or more of the Bank Account(s) and/or Service(s) with or without cause, without prejudice to the continuance of any one or more of the other Bank Account(s) and/or Service(s) which shall continue to be governed by the Agreement and/or the Relevant Terms and Conditions, provided that not less than 30 days prior notice has been given to the Customer.
- 20.2 The Customer may terminate any Bank Account or Service upon such prior written notice and in such manner and conditions as may be prescribed by the Bank from time to time and *subject to payment of any handling fee* which the Bank may at its discretion impose, provided always that the remaining Bank Account(s) and Service(s) shall continue to be governed by the Agreement and/or the Relevant Terms and Conditions notwithstanding such termination.
- 20.3 For the avoidance of doubt, all liabilities and obligations of the Customer incurred or existing under the Agreement and/or the Relevant Terms and Conditions or in connection with the transaction under or in connection with the relevant Bank Account or Service shall survive its termination for whatsoever cause.

**21. Governing Law and Jurisdiction**

- 21.1 The validity, construction, interpretation and enforcement of the Agreement and/or the Relevant Terms and Conditions shall be governed by the laws of HKSAR and the parties consent to the non-exclusive jurisdiction of the courts of HKSAR in connection with any suit, action or proceeding arising out of or in connection with the Agreement and/or the Relevant Terms and Conditions, provided that nothing contained in this Clause shall preclude the taking of proceedings in any other court of competent jurisdiction.

**22. Successors**

- 22.1 The Agreement and/or the Relevant Terms and Conditions shall be binding on the heirs, personal representatives, successors or assigns of the Customer.

**23. Non-Assignment**

- 23.1 The Customer should not assign, transfer, create, attempt to create or permit to arise any mortgage, pledge, charge, lien or other form of encumbrances or securities whatsoever on or over any of its right and interest under the Agreement and/or the Relevant Terms and Conditions or any contracts or transaction effected or concluded pursuant to the Agreement and/or the Relevant Terms and Conditions without the prior written consent of the Bank.

**24. Language**

- 24.1 The Chinese version of the Relevant Terms and Conditions (including this Part A) is for reference only and if there is any conflict between the English and Chinese versions, the English version shall prevail.

**Part B: Specific Terms and Conditions**

**Schedule I**

**Terms and Conditions For Bank Accounts**

**Incorporation of the General Terms in Part A**

- 1.1 The General Terms set out above in Part A of this "General Terms and Conditions for Banking Services" (the "General Terms") shall be incorporated as an integral part of this Schedule, as if the General Terms are written in full herein. In case of conflict between the General Terms and the terms and conditions expressly set out in this Schedule, the latter shall prevail.
- 1.2 The term "these terms and conditions" whenever used in this Schedule I shall mean the terms and conditions expressly set out in this Schedule I together with the General Terms which are incorporated herein as aforesaid.
- 1.3 These terms and conditions shall apply to regulate the opening, continuance and operation of any of the Bank Accounts.

**2. Operation arrangement**

2.1 The Bank shall be entitled and are authorized by the Customer:-

- (a) to honour and to act on all instructions and/or orders for transfer of funds, remittance, withdrawal and/or payment and debit the same to the Bank Account specified; and
- (b) to act on all requests, instructions, orders and/or directions relating to the Bank Accounts, their operation and/or closing Provided That they are (i) signed as per the Agreed Signing Arrangement for the time being agreed and in force for the Bank Account concerned or (ii) given in such other manner or pursuant to such other arrangement as the Customer and the Bank may from time to time agree. Any change of such arrangement(s) shall be agreed between the Bank and the Customer.

2.2 Notwithstanding Clause 2.1 of this Schedule, save as otherwise expressly agreed by the Bank, no instruction for withdrawal, transfer or payment out of any Bank Account will be accepted unless there are sufficient funds in the currency concerned available in the Bank Account specified when the relevant instruction is being processed by the Bank and the rules and regulations of the Bank applicable are complied with, provided however that despite an instruction for withdrawal, transfer or payment out of any Bank Account has been accepted by the Bank, the Bank shall be entitled to reject such instruction if subsequently there are somehow insufficient funds in the currency concerned available in the relevant Bank Account when the Bank intends to carry out the accepted instruction. For the avoidance of doubt, after the Bank has accepted any instruction for withdrawal, transfer or payment out of any Bank Account, the Bank is in no way under any obligation whatsoever to withhold any funds available in the relevant Bank Account pending the carrying out of the accepted instruction and the Bank shall be entitled to disburse all or any funds in the Bank Account pursuant to any subsequent instructions given to or accepted by the Bank.

2.3 All operation of the Bank Accounts at the counter can only be made within such business hours determined absolutely by the Bank. The Bank Accounts may be operated by the Customer at the office or branch at which the Bank Account concerned is maintained and if so permitted by the Bank at its absolute discretion such other office(s), branch(es) or sub-branch(es) of the Bank and/or such other place(s) (including but not limited to the offices, branches or sub-branches of other member banks of the Bank of China Group). All such operation permitted at places apart from the office or branch at which the Bank Account concerned is maintained shall be subject to such terms and conditions, limitations and/or restrictions as the Bank (and in case of operation at the offices, branches or sub-branches of other member banks of the Bank of China Group, the Bank and/or such of the member bank concerned) shall determine absolutely from time to time.

2.4 The Bank shall be entitled and without any liability to the Customer not to act on any request, instruction or order for countermending payment of cheques or other instruments unless the same is given in writing and duly signed in compliance with the Agreed Signing Arrangement currently effective for the Bank Account concerned and actually received by the Bank at the office at which the Bank Account concerned is maintained. Further, the Bank does not have any duty to make enquiry with the Customer on such request, instruction or order ("Irregular Stop Payment Instructions") not so given in the above mentioned manner. However, notwithstanding the foregoing, in cases of receipt of Irregular Stop Payment Instructions, the Bank shall have a discretion (but not under any duty), if it deems fit so to do, to act on such Irregular Stop Payment Instructions without verification and/or duly signed written confirmation from or on behalf of the Customer and not to make payment for such items concerned until the Bank shall have actually received duly signed instructions specifically directing the Bank to resume payment and the Bank shall not be liable to the Customer howsoever for its so doing, whether for wrongful dishonour or otherwise.

**3. Authorized Signatory(ies)**

3.1 In addition and without prejudice to Clause 4 in the General Terms, the Authorized Signatory(ies) shall have the following powers and authorities (to be exercised by such Authorized Signatory(ies) in accordance with the Agreed Signing Arrangement) and the Bank shall be entitled to act thereon accordingly:-

- (a) to withdraw, draw on and/or make payment transfer and/or remittance from the Bank Account concerned whether it is in credit or overdrawn or as a result thereof be overdrawn and for so doing, to sign and/or endorse all documents (including but not limited to cheques, bills, drafts, promissory notes, withdrawals, requests, directions, instructions, standing instructions and/or orders for payment, transfer and/or remittance of all kinds and/or receipts of all types) and to enter into with the Bank all agreements (including but not limited to agreements to sell or purchase currency or currencies) therefor and/or in connection therewith notwithstanding that:-
  - (i) the above is for payment, transfer and/or remittance to and/or for the purpose(s), use and/or benefit of the Authorized Signatory(ies) or any one or more of them; and/or
  - (ii) the above will result in the reduction, satisfaction and/or discharge of any or all of the debts and/or liabilities of the Authorized Signatory(ies) or any one or more of them to the Bank; and
- (b) to give all types of instructions to and/or to sign all types of documents and/or to enter into all types of agreements with the Bank in connection with and/or for the operation of the Bank Account concerned, including but not limited to the counter-manding of payment, suspension and/or closing of the Bank Account, earmarking of funds in and/or facilities available on the Bank Account and/or application for cheques but excluding change in the Agreed Signing Arrangement; and
- (c) to give all types of instructions to and/or to sign all types of documents (including but not limited to the endorsement and/or

- signing on any or all items for collection) and/or to enter into all types of agreements (including but not limited to indemnities, agreements to sell or purchase currency/currencies and/or agreements for the discounting/purchase of and/or advance/drawing against any or all items for collection) with the Bank in connection with and/or for (i) the collection of cheques, drafts, bills, promissory notes, orders and/or any other items of whatsoever nature; and/or (ii) the placing, redeposit and/or renewal of deposits of all types with the Bank; and
- (d) to receive, sign and/or verify (including certification of) the correctness of all documents, statements of account and/or information in relation to the Bank Account concerned.
- 4. Collection and Discounting of Payment Orders**
- 4.1 The Bank reserves the right not to accept for collection and deposit into the Bank Accounts any cheques, bills, drafts, promissory notes, orders and/or other instruments (collectively, the "Payment Orders"). All Payment Orders accepted for collection are credited subject to final payment (i.e. the Bank's actual receipt of freely remittable and immediately available and disposable funds therefor) and unless otherwise agreed by the Bank are not available for withdrawal until then. Further, whether or not the Bank permitted withdrawal prior to final payment, the Bank shall be entitled to charge or debit the Bank Account concerned with Payment Orders which are subsequently returned unpaid together with (i) interest thereon and (ii) any cost and expenses incurred.
- 4.2 All collection for Payment Orders payable outside HKSAR shall be (i) subject to and on the terms of the Uniform Rules for Collection (ICC Publication No.522) and its amendments and/or replacement currently in force at the material time save and except that collection orders in writing may be dispensed with unless required by the Bank and (ii) subject to the legal requirements and/or banking practice of the place of payment of the item concerned. The Bank has absolute and unfettered discretion to appoint one or more correspondent banks in presenting such Payment Orders for payment or acceptance (as the case may be) and in relation to any other matter arising out of the process of collection. The Bank will not be responsible for any error, neglect, default, omission, insolvency or failure in business of such correspondent banks. Further, protest on such Payment Orders will not be made by the Bank unless specifically instructed by the Customer in writing.
- 4.3 All Payment Orders payable in HKSAR received for collection after the normal clearing time on any date will be treated as received for the Bank Account concerned on the following Business Day.
- 4.4 Notwithstanding any Payment Orders for collection and payment into a Bank Account has not been endorsed by the payee(s) thereof and whether such items bear an "Account Payee" or "Account Payee Only" crossing, the Bank shall be entitled and is authorized (but shall not be obliged): (i) in case of joint account, to collect and pay into the Bank Account concerned any Payment Order payable to any one or more but not all of the account holders; and (ii) in case of a Bank Account in the name of a sole proprietorship or partnership firm, to collect and pay into the Bank Account concerned any Payment Order payable to the sole proprietor personally or payable to any one or more but not all of the partners (as the case may be).
- 4.5 The Bank may, at the request of the Customer and on the terms and conditions acceptable to the Bank, purchase or discount the Payment Orders from the Customer, provided that the Bank shall have absolute discretion to refuse to purchase or discount the Payment Order without giving any reason therefor. If the Bank elects to purchase or discount any Payment Orders, the Customer shall be bound by the following terms and such other terms and conditions as the Bank may impose:-
- (a) The Bank shall not be responsible for any delay in the presentation of the Payment Orders for payment or acceptance (as the case may be), or for any failure or delay in the giving of notice of any claim which may be raised by the drawers of the Payment Orders or their drawee banks and any such duty imposed on the Bank by law to give any such notice of claim (if any) is hereby waived by the Customer absolutely.
- (b) It is expressly agreed that the Bank will have the full and unfettered authority and discretion to deal with those Payment Orders in the case of dishonour or non-payment upon presentation, including without limitation whether or not to have any such Payment Orders protested or noted and when to do so, and that nothing done or omitted to be done by the Bank in respect of such Payment Orders shall in any way prejudice the Bank's right of full recourse to the Customer.
- (c) If, for whatever reason, the original Payment Order is not available, a photocopy of the Payment Order together with supporting documents (if any) will be accepted by the Customer as conclusive evidence for the unpaid/returned Payment Order. The Customer shall not require the Bank to produce and return to the Customer the original Payment Order.
- 4.6 In addition and without prejudice to Clause 4.5 above, *the Bank has full recourse against the Customer in respect of any or all of the Payment Orders purchased or discounted by the Bank from the Customer and the Customer shall refund to the Bank on demand at any time, whether prior to the maturity of the Payment Order or otherwise, the sum paid to the Customer by way of the purchase or discount of the Payment Order together interest thereon from the date of the Bank's payment to the Customer up to the refund by the Customer in full at the interest rate of unarranged overdraft mentioned in Clause 15.1 below or at such other rate as the Bank may determine.*
- 4.7 The proceeds of collection and any sum payable by the Bank in purchasing and/or discounting the Payment Orders shall, after deduction of all costs, charges, interest and expenses (including those to be incurred by the Bank in carrying out the payment instructions), be paid to the Bank Account nominated by the Customer. If the Customer fails to nominate such account, the Bank will have the absolute and unfettered discretion to pay the above proceeds either to any of the accounts maintained by the Customer with the Bank or to a suspense account bearing no interest pending further instructions from the Customer.
- 4.8 The Customer acknowledges that foreign exchange transactions are settled by Hong Kong Dollars or such other currencies as agreed between the Bank and the Customer ("Settlement Currency") and converted at the then prevailing spot rate of exchange quoted by the Bank (as conclusively determined by the Bank) for purchasing the Settlement Currency with the currency of the relevant Payment Order.
- 4.9 For the Payment Orders presented by the Customer to the Bank for collection or otherwise for discount or purchase, the Customer warrants that he has a good title to the Payment Orders and that the Payment Orders are within the Customer's own disposition and control.
- 4.10 *The Customer further agrees to indemnify and keep the Bank indemnified on a full indemnity basis from and against all actions, suits, proceedings, claims, demands, losses, damages, costs, fees, commissions, charges, expenses and/or liabilities of whatever nature whether in contract, tort or otherwise which the Bank may suffer, incur or sustain, whether actual or contingent, by reason, arising out of or in connection with each and every collection, purchase and/or negotiation made for the account of the Customer from time to time or in connection with defending by the Bank of any claim or proceedings made or taken out, or threatened to be made or taken out against the Bank in relation to such collection, purchase and/or negotiation including all legal and other costs, charges and expenses the Bank may incur in connection with enforcement or attempted enforcement of the Bank's rights in respect thereof.*
- 4.11 *The Bank shall be entitled to charge the Customer fees and/or charges for and/or relating to any Payment Orders accepted for collection, purchase and/or negotiation (as the case may be) as specified in any schedule of fees/charges published by the Bank from time to time. Such schedule of fees/charges shall be made available to the Customer at any time upon request. Further and in addition to the above, the Customer shall indemnify and reimburse the Bank on demand for all fees, charges, claims, liabilities, payment, costs and expenses for any such Payment Orders.*
- 5. Rules and Regulations**
- 5.1 The rules and regulations ("the Rules and Regulations") of the Bank applicable to accounts of the same type as that of the Bank Account concerned for the time being currently in force from time to time shall be absolutely binding on and have contractual effect against the Customer Provided Always That:-
- (a) the Bank shall be entitled to add, delete and/or amend the Rules and Regulations from time to time in accordance with Clause 18 of the General Terms; and
- (b) if there is any conflict between any of the Rules and Regulations (including its addition deletion and/or amendment currently in force) on the one hand and these terms and conditions on the other hand, the latter shall prevail.
- 6. Rules of the Hong Kong Association of Bank ("HKAB")**
- 6.1 All Bank Accounts shall be subject to the Rules of HKAB which are binding on the Bank for the time being at the material time. The terms and conditions of the Bank Accounts shall be deemed automatically varied and effectively amended to enable the Bank to comply with such Rules including but not limited to the Rules on Interest Rates and Deposit Charges. Any of the abovementioned amendments arising out of or in connection with or for the Bank's compliance with the Rules of HKAB shall be effective and conclusively binding on the Customer so long if the same has been announced by the Bank in any two newspapers circulated in Hong Kong.
- 7. Current Accounts**
- 7.1 The following provisions shall only be applicable and binding on the Bank Account(s) which is/are current account(s):-
- (a) withdrawals may be by cheques, but unless otherwise agreed by the Bank, forms supplied by the Bank must be used.
- (b) cheque books may only be issued on application by the Customer in compliance with the procedure prescribed and determined absolutely by the Bank from time to time. The Bank reserves the absolute right in determining the form and content of the cheques and the quantity of cheques to be issued to the Customer at any one time or use in relation to any of the Bank Accounts concerned. Cheque books may be delivered to the Customer in person or to bearer of application form for cheque books or by post to the Customer at the Customer's address on record with the Bank *at the cost and expense of the Customer*. The Bank assumes no responsibility for delay or loss or mis-delivery so long as cheque books are sent in accordance with Clause 5 of the General Terms.
- 8. Savings Accounts**
- 8.1 The following provisions shall only be applicable to and binding on the Bank Account(s) which is/are savings account(s):-
- (a) savings accounts may be passbook savings accounts or statement savings accounts. For passbook savings accounts, a passbook will be issued to the Customer for operation of the Bank Account concerned. For statement savings accounts, an Account Identification Card will be issued to the Customer for the operation of the Bank Account concerned. Withdrawals from savings accounts may not be made by means of cheques.



- (b) for withdrawal from savings accounts at the counter, the passbook (in case of passbook savings accounts) and the Account Identification Card (in case of statement savings accounts) of the Bank Account concerned must be presented. Payments or transfers made by the Bank to, or pursuant to the instruction of, a person producing the passbook/Account Identification Card (as the case may be) and a withdrawal form purporting to be signed as authorized shall be an absolute discharge to the Bank Provided Always that the Bank shall be entitled (but not under any duty so to do), if deems fit, to require any of the Authorized Signatory(ies) to make the withdrawal in person and produce such identification satisfactory to the Bank.
- (c) passbooks and Account Identification Cards are the property of the Bank. The Customer shall not tamper and/or meddle with (i) the passbooks and/or the entries therein; and (ii) the Account Identification Cards, and replacement passbook/Account Identification Card of any of the Bank Accounts lost or damaged will only be issued by the Bank on such terms and conditions and at such charges as the Bank may in its absolute discretion determine.
- (d) passbooks and Account Identification Cards are not transferable or assignable and cannot be pledged as security.
- (e) for passbook savings accounts, the balances in the passbooks of the Bank Accounts are for reference only as there may be transactions without passbook and items not yet posted therein. *However, the Customer shall have a duty to examine and verify the correctness of each and every entries in the passbooks and notify the Bank at the office or branch at which the Bank Account concerned is maintained immediately in writing if any of them is wrongful, irregular and/or unauthorized.* Unless the Bank shall have actually received such notice within 90 days of the posting of the relevant entry in the passbook, the Customer shall be deemed to have conclusively confirmed and accepted such entries and shall not be entitled to raise subsequently any claims or dispute thereon on whatever grounds, except in relation to those authorized transactions set out in Clause 7.2 of the General Terms.
- (f) savings accounts may be for a specified currency or for multi-currencies. For a multi-currency account, only such currencies determined absolutely by the Bank from time to time will be permitted for deposit into such Bank Accounts.
- (g) interest on savings accounts shall be governed by the following provision:
  - (i) interest will accrue on the daily credit balances in such Bank Accounts at such rates determined absolutely by the Bank from time to time for the applicable currency in the same type of account as that of the Bank Account concerned. However, for items under collection, notwithstanding the posting of credit entries therefor, interest will only start to accrue as from the Bank's actual receipt of the funds therefor.
  - (ii) interest earned will be credited to such Bank Accounts half-yearly or on such other basis as may be determined by the Bank absolutely from time to time. No interest is payable on the balance in a currency which falls below the minimum deposit amount for such currency in the Bank Account as determined by the Bank absolutely from time to time. Minimum deposit amount is subject to change with prior notice. Interest is payable on the Bank Accounts closed during an interest period only up to the end of the preceding month or such other date as determined by the Bank absolutely.

## 9. Deposit Accounts

- 9.1 The following provisions shall be applicable to and binding on all types of deposits (whether for a fixed term or on call) and the Bank Account(s) which is/are deposit account(s):-
- (a) the Bank reserves the right not to accept any deposit at its absolute discretion. All deposits accepted by the Bank shall be subject to and governed by these terms and conditions and the special terms and conditions particularly relating to the deposit concerned set out on the deposit confirmation or such other document(s) issued for such deposit and if there is any conflict, the latter shall prevail.
  - (b) the Bank reserves the absolute right to require deposits to be made by immediately available fund in the same currency as that of the deposit. Any deposit accepted by the Bank if not made by immediately available fund (i) shall be subject to actual receipt of such fund by the Bank; (ii) may be cancelled by the Bank without notice if such fund is not subsequently received; (iii) in addition to other terms of the deposit, unless the Bank otherwise agrees, no withdrawal of the deposit concerned (whether principal or interest) will be allowed prior to such receipt; and (iv) *the Customer shall on demand indemnify the Bank for all losses, payments, costs and expenses arising out or as a result of such non-receipt.*
  - (c) the Bank shall be entitled (but not under any duty) to require the production and surrender to the Bank of the deposit confirmation/certificate concerned for the withdrawal of any deposit.
  - (d) unless otherwise agreed by the Bank, fixed deposits can only be withdrawn on or after maturity and call deposits can only be withdrawn after the expiration of the prescribed notice for withdrawal duly given. Withdrawal may not be made by means of cheque. Unless otherwise agreed by the Bank, all withdrawals shall be made by or on behalf of the Customer in HKSAR and payable by the Bank in HKSAR.
  - (e) *interest shall accrue at the rate and for the period as set out in the deposit confirmation.* Accrued interest is only payable on the due day and no interest is payable if the deposit is withdrawn prior to the due day. If on or after the due date for any

particular deposit, the Customer fails to give any instructions regarding the disposal of the matured deposit, the Bank may at its absolute discretion either (i) renew the deposit together with its accrued interest for the same period as the last matured deposit and at the relevant interest rate applicable to the deposit as quoted by the Bank at the time of renewal; or (ii) place the deposit in a suspense account without any interest until the Bank receives further instructions; or (iii) allow the deposit to carry interest at such rate as the Bank may absolutely determine until the Bank receives further instructions.

## 10. Accounts in foreign currencies

10.1 The following provisions shall apply to all types of Bank Accounts and deposits in foreign currencies:-

- (a) the words "foreign currency" or "foreign currencies" mean all currencies other than the lawful currency of HKSAR and shall include units of accounting internationally accepted as equivalent to currencies.
- (b) accounts in foreign currencies may be foreign currencies telegraphic transfer -- T/T accounts ("T/T accounts") or foreign currencies notes accounts ("notes accounts"). Unless expressly stated as notes accounts, all Bank Accounts in foreign currencies are T/T accounts. For T/T accounts, the Bank reserves the absolute right not to accept bank notes for payment into the Bank Account concerned and in case of such acceptance, *bank notes will only be accepted subject to payment of the difference in exchange and/or such other fees or charges as specified in any fee schedule published by the Bank from time to time and to be made available to the Customer upon request.*
- (c) for withdrawals from Bank Accounts in foreign currencies, the Bank shall be entitled to pay the Customer by any one or a combination of two or more of the following methods as absolutely determined by the Bank:-
  - (i) for T/T accounts, *subject to such charges as specified in any fee schedule published by the Bank from time to time and to be made available to the Customer upon request*, by telegraphic transfer of the amount withdrawn in the currency concerned to such account or accounts with a financial institution acceptable to the Bank but designated by the Customer; and/or
  - (ii) for T/T accounts, by issuing to the Customer a cheque or draft payable in the currency of the amount withdrawn drawn on such bank at such place as the Bank may determine absolutely; and/or
  - (iii) for notes accounts, subject to availability of such bank notes to the Bank, by cash payment in the currency concerned; and/or
  - (iv) for all accounts, by payment in Hong Kong Dollars being the equivalent of amount withdrawn converted at the T/T buying rate for T/T accounts or at the notes rate for notes accounts (as the case may be) of the currency concerned quoted by the Bank at the time of such withdrawal.

## 11. Duty of the Customer as regards cheques, passbooks, Account Identification Cards of statement savings accounts and deposit receipts

11.1 *The Customer shall have a duty (a) to keep and store all unissued cheques, passbooks, Account Identification Card of statement savings accounts and deposit receipts and (b) to give notice in writing of any loss and/or theft thereof to the Bank immediately upon discovery.* In case of loss and/or theft of any of the above-mentioned documents, the Bank shall not be liable to the Customer for any irregular and/or unauthorized withdrawal from the Bank Account concerned whether as a result of forgery or otherwise howsoever which occurs prior to the Bank's actual receipt of notice in writing of such loss and/or theft.

## 12. Statements of accounts

12.1 *The Customer shall have a duty to examine and verify the correctness of each and every statement of account sent by the Bank to the Customer and notify the Bank immediately in writing, if any entries are wrongful, irregular and/or unauthorized.* Unless the Bank shall have actually received such notice above mentioned within 90 days of the date of sending by the Bank of the statement of account concerned, the Customer shall be deemed to have conclusively confirmed and accepted all entries therein and estopped from raising subsequently any claims or dispute on such entries, except in relation to the transactions set out in Clause 7.2 of the General Terms.

12.2 In cases of current accounts, statement savings accounts and any other accounts for which monthly statements will be issued by the Bank, if the Customer shall not have received a statement of account of the Bank Account concerned for any monthly period (i.e. the usual monthly periods for which monthly statements in relation to the Bank Account concerned are issued) in which a transaction or transactions has/have been carried out on or in relation to such Bank Account within 15 days from the end of such a monthly period, *the Customer shall have a duty to notify the Bank immediately of such non-receipt in writing.* Unless such notice of non-receipt has actually been received by the Bank, the Customer shall be conclusively deemed to have received the statement of account covering the period concerned and the Customer shall be estopped from alleging the non-receipt of such statement of account. Further, upon expiration of 90 days from the date of sending of the statement by the Bank, the Customer shall be estopped from raising any claims or dispute on any entries therein, except in relation to the transactions set out in Clause 7.2 of the General Terms.

- 12.3 In case of current accounts, statement savings accounts and any other accounts for which monthly statements will be issued by the Bank, if there is no transaction on the Bank Account concerned in any month, the Bank shall be entitled not to send any statement of account of the Bank Account concerned to the Customer for the period concerned.
- 13. The Bank's right to correct accounts and records in case of error**
- 13.1 Notwithstanding any provisions to the contrary, whether express or implied, the Bank reserves the absolute right at any time (whether before or after issuance of statements to the Customer and/or entries to the passbook of the Bank Account concerned) upon discovery of (a) any making of entries by mistake; and/or (b) any omission of entries; and/or (c) any error in calculation in relation to any of the Bank Accounts and/or transactions thereon or in connection therewith, to rectify its books and records and to make corrective entries (whether credit or debit) to the statement of accounts and/or passbooks of the Bank Account concerned. For avoidance of doubt, the above shall not affect the duty of the Customer as provided in Clause 8.1(e) and 12.1 of this Schedule and their binding effect on the Customer.
- 14. Closing and/or suspension of the Bank Accounts by the Banks**
- 14.1 The Bank shall be entitled to close any of the Bank Accounts by giving to the Customer a 30 days notice in writing therefor. Thereafter, the Bank Account concerned shall be deemed closed and the Bank shall be entitled to hold any credit balance therein in a non-interest bearing suspense account pending withdrawal by the Customer.
- 14.2 In addition to the above, as of right and without liability to the Customer, the Bank shall be entitled immediately without any prior notice or consent of the Customer to suspend the operation of any of the Bank Accounts (including but not limited to suspension of payment or withdrawal) for such period as the Bank deems fit where (i) there is irregularity in the operation of the Bank Account concerned as the Bank may absolutely determine; and/or (ii) conflicting instructions are received by the Bank in relation to the Bank Account concerned; and/or (iii) any proposed change to the Agreed Signing Arrangement for the time being of the Bank Account concerned is not acceptable to the Bank; and/or (iv) the Bank shall have received claims from third party or parties on the fund or any part thereof in the Bank Account concerned.
- 15. Interest on unarranged overdraft**
- 15.1 *All amount overdrawn on the Bank Accounts accepted by the Bank without prior arrangement or exceeding the pre-arranged limit shall be repayable by the Customer on demand and shall bear such interest at the rate of unarranged overdraft specified in the relevant schedule of charges and/or interest published by the Bank from time to time from the date drawn to the date of actual repayment (as well after as before judgment) Provided that the Bank shall have the right to vary the basis of calculation of the interest rate at any time upon 30 days' prior notice to the Customer. Interest accrued but unpaid shall bear interest at the same rate and may be debited to the Bank Account concerned or be compounded monthly at the Bank's discretion.*
- 16. Treatment of original/copies of documents**
- 16.1 The Bank may at its discretion destroy the originals and/or copies of any or all cheques, bills, notes, drafts, orders and/or any other documents relating to the Bank Accounts after the same have been processed by micro-film or other recording devices.
- 17. Deposit Charges**
- 17.1 *The Bank hereby reserves the right to levy deposit charges to the Customer in accordance with the determinations of the HKAB's Rules on Interest Rates and Deposit Charges against the credit balance held for the Customer in Hong Kong Dollars.*
- 17.2 *The Bank shall have right to levy handling charge(s) for the Bank Account in which the credit balance is less than such minimum deposit amount as from time to time determined by the Bank.*
- 18. Termination**
- 18.1 In addition and without prejudice to the right of termination of the Bank under Clause 20 of the General Terms, the Bank has the right and shall be absolutely entitled without prior notice to the Customer to close any Bank Account if the balance of the Bank Account is zero.

## Schedule II

### Terms and Conditions for BOC Card/Smart BOC Card

- 1. Incorporation of the General Terms in Part A**
- 1.1 The General Terms set out above in Part A of this "General Terms and Conditions for Banking Services" (the "General Terms") shall be incorporated as an integral part of this Schedule, as if the General Terms are written in full herein. In case of conflict between the General Terms and the terms and conditions expressly set out in this Schedule, the latter shall prevail.
- 1.2 The term "these terms and conditions" whenever used in this Schedule II shall mean the terms and conditions expressly set out in

this Schedule II together with the General Terms which are incorporated herein as aforesaid.

- 1.3 These terms and conditions shall apply to govern the use of the BOC Card (as hereinafter defined) or (as the case may be) the Smart BOC Card (as hereinafter defined).

## **2. Definition and Interpretation**

- 2.1 In these terms and conditions, unless the context otherwise requires:-

"Account" means, in relation to the Customer, any account held by the Customer with the Bank in respect of which the Customer has nominated to be accessible by use of the Card and the nomination has been accepted by the Bank;

"ATM" means any automatic teller machine in operation in the JETCO, PLUS and/or CIRRUS Networks and such other networks as from time to time announced by the Bank;

"ATM Services" means the combination of any or all of the following:-

- (1) the withdrawal of cash from any Account;
- (2) deposits of cash or cheques for credit to any Account (at ATMs designated by the Bank);
- (3) enquiries as to debit/credit balances on any Account;
- (4) request for statement of any Account;
- (5) request for new cheque books in respect of any cheque Account;
- (6) transfers of available credit balances or amounts available on agreed overdraft between Accounts, Chip or to other account;
- (7) purchase of gift vouchers; and
- (8) such other services as the Bank may from time to time introduce.

"BOC Card" means the card issued by the Bank at the request and in the name of the person named upon it for use in connection with the ATM Services.

"Smart BOC Card" means a BOC Card which bears the name and logo of "Visa Cash" and installed with an IC chip which can store value.

"Card" means the BOC Card or (as the case may be) the Smart BOC Card.

"Chip" means and IC chip used for storing value.

"Instruction" means any transaction instruction given by using the Card.

"Network" means such network from time to time designated by the Bank for the provision of ATM Services.

"PIN" means, in relation to the Customer, the personal identification number(s) designated by the Bank and/or the identification number(s) selected by the Customer which allows the Customer access to a terminal or device to give Instructions.

"Visa" means "Visa International".

- 2.2 The word "use" in relation to the Card shall include the access to ATM Services at such terminals or devices which the Bank may from time to time introduce, with or without presentation and/or use of the Card and by means of such identification codes or such other operational arrangement acceptable to the Bank.

## **3. ATM Services**

- 3.1 The Customer is entitled, at the discretion of the Bank, to have access to the ATM Services. Unless the context otherwise provides, these terms and conditions shall not affect any term and condition governing any Account.

- 3.2 The Card can be used on (a) any ATM installed by, belonging to or designated by the Bank; and (b) any other terminals or devices for effecting payment or transfer of funds by electronic or other means, including but not limited to point of sale terminals from time to time nominated by the Bank.

- 3.3 Access to the withdrawal or transfer functions of ATM Services would only be permitted if there are sufficient funds in the Account. If withdrawal or transfer is made without sufficient funds in the Account, *the Customer shall repay to the Bank immediately on demand such amount overdrawn or over-transferred together with interest at the rate chargeable by the Bank from time to time*

on unarranged overdraft accounts with the Bank. The interest rate applicable to unauthorized overdraft is specified in any schedule of charges published by the Bank from time to time and made available to the Customer at any time upon request.

- 3.4 The Bank shall be entitled from time to time to impose any limit whether in amount or otherwise on the use of the Card.
- 3.5 Cash and/or cheque in HKSAR currency may be deposited with the Bank by the use of the ATM. Deposit in coins at the ATM is not allowed.
- 3.6 All deposits with the ATM, whether by way of cash or cheque, are subject to verification by the Bank. Such verification may not take place on the same day of the deposit. The determination of the Bank upon verification shall be conclusive and binding on the Customer irrespective of what the Customer has purportedly deposited with the Bank. Without prejudice to the conclusiveness of the determination by the Bank as aforesaid, in the case where the Bank is aware of any discrepancy between such determination and what the Customer alleges to have deposited, the Bank will notify the Customer of such discrepancy as soon as practicable.
- 3.7 The Customer may only withdraw or utilize the cash deposit placed through ATM after the Bank has duly verified it under Clause 3.6 of this Schedule and credited the same to the Account. Cheques deposited with ATM will only be accepted for collection after they have been verified by the Bank under Clause 3.6 of this Schedule. The proceeds of the cheques will not be available to the Customer until the cheques have been duly cleared.
- 3.8 The customer advice issued (if any) by the ATM at the time of the deposit represents only what the Customer has purportedly deposited with the Bank by the use of the ATM and shall in no way and under no circumstances be binding on the Bank.
- 3.9 Notwithstanding that Instructions may be received by the Bank outside the normal banking hours in HKSAR and be carried out immediately, the relevant transaction effected immediately pursuant to the Instruction may be deemed to take effect on next succeeding day if the Bank so determines.
- 3.10 For transfer of fund out of any Account by ATM, the Bank shall accept no responsibility or liability if the receiving bank refuses to make or delays in making the transferred fund available to the intended transferee for whatever reason.
- 4. Ownership and Transferability of the Card**
- 4.1 The Card is and shall at all times be the property of the Bank and the Customer shall surrender the Card to the Bank immediately upon the Bank's demand irrespective if the Bank has given any prior notice or any reason therefor.
- 4.2 The Card shall only and exclusively be used by the Customer and is not transferable.
- 5. Responsibility for proper use**
- 5.1 The Customer is responsible for the proper usage of the Card which has been issued to him and shall be accountable for all consequential loss and damages arising out of any improper use by the Customer.
- 5.2 The Customer shall not use the Card in any illegal activity or any arrangement that is contrary or prohibited by law.
- 6. PIN Number and/or Identification Code**
- 6.1 The Card, the PIN and such other identification codes for use of the Card are issued and delivered to the Customer at his own risk.
- 6.2 The Customer shall at no time and in no circumstances disclose to any person whomsoever his PIN or his identification codes or such other modes which allows access to ATM Services. Notwithstanding the foregoing, the Customer shall be fully responsible for all transactions effected by the use of the Card by the Customer and/or any person whomsoever whether or not authorized by the Customer.
- 7. Debiting the Account**
- 7.1 The Customer hereby irrevocably authorizes the Bank to debit (without any prior notice to the Customer) the Account with the Bank the amount of any withdrawal, transfer and/or transaction involving the use of the Card whether or not made with his knowledge or authorization.
- 8. No right to credit or overdraft**
- 8.1 These terms and conditions do not entitle the Customer to any right of credit and overdraft.
- 9. Loss of the Card**
- 9.1 The Customer agrees to be fully responsible for all loss that may arise or howsoever incur in his use of the Card. The Bank shall not be responsible for any loss, theft or unauthorized use of the Card.
- 9.2 In the event of loss or theft of the Card, the Customer shall immediately notify such loss or theft to the Bank in writing and, prior

to the Bank's actual receipt of such written notice, shall be fully responsible for all transactions involving the use of the Card by any person whomsoever whether or not authorized by the Customer. Further, the Bank may, at its absolute discretion, issue a replacement Card to the Customer on such terms and conditions as it deems fit.

- 9.3 If the Customer relocates the Card which was previously reported lost, he shall not use such card unless and until he has obtained the prior approval of the Bank.
- 10. Malfunctioning of Card, ATM, etc.**
- 10.1 The Bank shall not be responsible for any delay arising from the failure or malfunction of the Card or related device. In the event of damages, malfunction of the Card which result otherwise than from the Customer's misuse, on compliance of such terms as the Bank may specify, the Bank may issue a new or replacement card to the Customer.
- 10.2 The Bank shall not be responsible for any and all consequences if the transaction involving the use of the Card is not honoured or operative for any reason whatsoever or if there is any malfunctioning and/or failure of the ATM, terminals or devices which permits access to the ATM Services.
- 11. The Bank not liable for Third Party's acts**
- 11.1 The Bank shall not be liable for any act or omission of any merchant, shop or establishment including, without limitation, any refusal to honour or accept the Card or any statement or other communication made or any dispute, defect or deficiency in any goods or services supplied in connection with the use of the Card. The Customer shall handle and resolve all claims or dispute directly with such merchant, shop or establishment and no such claim or dispute shall affect or entitle the Customer to revoke, challenge or vary any transfer or payment effected.
- 12. Transaction in Foreign Currency**
- 12.1 For transaction by ATM Services in any currency ("Transaction Currency") other than the currency of the relevant Account ("Account Currency"), the Bank shall be entitled to convert such Transaction Currency into the Account Currency at such exchange rate(s) as absolutely determined by the Bank at the time of the transaction without reference or consent of the Customer. Without prejudice to the generality of the foregoing, where any withdrawal is made by ATM Services in any currency other than the Account Currency of the relevant Account (the "Withdrawal Currency"), the Bank may, without prior consent or notice to the Customer, debit the Account with such amount denominated in the Account Currency as is equivalent to the withdrawn amount in the Withdrawal Currency, after making a nominal conversion at such applicable exchange rate as determined by the Bank absolutely at the time of debit.
- 13. Disclosure of Information**
- 13.1 Without prejudice to the generality of any other provisions (if any) to the use and/or in relation to disclosure of information concerning the Account and/or the Customer, the Bank shall be entitled, without the consent of or notice to the Customer, to disclose to any member of any Network and/or any other institutions such information concerning the Account of the Customer as the Bank may deem necessary or appropriate arising out of or in connection with the use of the Card.
- 14. Cancellation of the Card**
- 14.1 The Bank reserves the right at all times, at its absolute discretion, to cancel the Card, the ATM Services or any part thereof, or to refuse to renew the Card without giving any reason therefor and without any prior notice to the Customer.
- 15. Fees and Charges**
- 15.1 The Bank may impose fees/charges for the use and/or replacement of the Card and/or in relation to any transaction involving the use of the Card or ATM Services. The Bank shall be entitled to debit the fees and charges from any of the Account(s).
- 16. Specific Terms for Smart BOC Card**
- 16.1 In case the Smart BOC Card is issued to the Customer, the Customer is also bound by the following specific terms and conditions in this Clause:-
- (i) The Bank may in its absolute discretion determine the number of the Smart BOC Card which may be issued to the Customer in respect of an Account.
  - (ii) Each Smart BOC Card has an expiry date. Upon expiry, the Smart BOC Card can neither be using for purchasing merchandise nor paying for services rendered. Further, the expired card cannot be used to access services rendered by ATM.
  - (iii) The Customer may transfer such sum from the Account registered on the Smart BOC Card to the Chip, or reload the sum from the Chip back to such Account through the designated ATM or equipment specified by the Bank. The Bank has the right to from time to time fix the above transactional maximum and minimum amount.

- (iv) When the Customer uses the Smart BOC Card to make purchase or pay for services rendered, the expended amount will be debited from the balance of the value stored in the Chip. If the value stored in the Chip is insufficient for the expended amount, the transaction may be completed by other additional means of payment acceptable to the merchant.
- (v) The Customer cannot use the value stored in the Chip to withdraw cash from the merchant. Notwithstanding that the merchant debits an amount in excess of the expended sum, or in accordance with the custom and practice of the merchant, any refund for returned items and price adjustment will not increase the value stored in the Chip.
- (vi) The Customer shall treat the amount stored in the Chip as cash. In the event of loss or theft of the Smart BOC Card, the Bank shall not replenish or refund the balance in the Chip to the Customer.
- (vii) In the event that the Smart BOC Card is damaged, malfunctioned or retained by any ATM, if there is any balance stored in the Chip, the Customer agrees and acknowledges that the Smart BOC Card must first be returned to the Bank before the Bank can verify the balance (if any). The finding of the Bank is final and conclusive. The Bank is entitled to determine the mode and means of refunding any such balance to the Customer.
- (viii) In addition to the Bank's right under Clause 14 of this Schedule, the Bank or Visa has the absolute discretion, at times when either or both decide, to suspend or restrict the use of the Smart BOC Card and on compliance of such terms as the Bank may specify, determine the time when the Smart BOC Card may be reused or issue a replacement card to the Customer.
- (ix) The Customer may use the Smart BOC Card at such places displaying the "VISA CASH" logo within the territorial waters of HKSAR. The Bank would separately advise the Customer if and when the Card can be used at places outside HKSAR. The Bank does not howsoever warrant that the Smart BOC Card can be used at places displaying the "VISA CASH" logo, or that the Card can be used to purchase any merchandise or make payment for services rendered. In the event of occurrence of any of the aforesaid, the Bank, Visa, the merchant or any person employed at such merchant shall not be accountable to the Customer.

### Schedule III

#### Terms and Conditions for IT's Banking Services

#### 1. Incorporation of the General Terms in Part A

- 1.1 The General Terms set out above in Part A of this "General Terms and Conditions for Banking Services" (the "General Terms") shall be incorporated as an integral part of this Schedule, as if the General Terms are written in full herein. In case of conflict between the General Terms and the terms and conditions expressly set out in this Schedule, the latter shall prevail.
- 1.2 The term "these terms and conditions" whenever used in this Schedule III shall mean the terms and conditions expressly set out in this Schedule III together with the General Terms which are incorporated herein as aforesaid.
- 1.3 These terms and conditions shall apply to and regulate the service of ITS and the giving of Telephone Banking Instructions by the Customer to the Bank.

#### 2. Definition and Interpretation

- 2.1 In these terms and conditions, unless the context otherwise requires:-

"Electronic Input" means any electronic signals given to the Bank by the use of telephone, interactive television system, machines or computer terminals or other equipment as the Bank may from time to time require or spectly and received and recognisable by the computer system of the Bank.

"Instruction" means either ITS Instruction or Telephone Banking Instruction.

"ITS" means the IT's Banking Services provided by the Bank to the Customer whereby the Customer may carry out banking transactions with or obtain banking services from the Bank after quoting the ITS Number and ITS Password orally over the telephone or by means of the Electronic Input.

"ITS Instruction" means any instruction given to the Bank either by way of Electronic Input or orally over the telephone after the Customer has complied with the requirements or procedures set out in Clause 5.2(b) below of this Schedule.

"ITS Number" means the identification or customer number assigned by the Bank to the Customer for the purpose of ITS.

"ITS Password" means any of the personal identification number(s) assigned by the Bank to the Customer and the number(s) subsequently re-selected by the Customer for the purpose of carrying out Transactions with the Bank by ITS.

"Password" means ITS Password and/or TBI Password.

"Settlement Account" means, in relation to ITS, the account denominated in the HKSAR Currency, particulars of which are set out in the Agreement.

"Transaction" means such type of banking transactions or services which the Bank may from time to time in its absolute discretion designate as being accessible either through ITS or by means of Telephone Banking Instruction or both.

"Telephone Banking Instruction" means any oral instruction given to the Bank over the telephone after the Customer has complied with the requirements or procedures set out in the Clause 5.3(b) below of this Schedule.

"TBI Password" means any of the personal identification number(s) assigned by the Bank (including any other number(s) as from time to time re-assigned by the Bank) for the purpose of carrying out Transaction through Telephone Banking Instructions.

#### 3. Scope of ITS and services accessible by Telephone Banking Instructions

- 3.1 The Bank may from time to time and at any time designate or re-designate the scope of the Transaction which is accessible by means of ITS and/or Telephone Banking Instructions.
- 3.2 The Bank may at any time in its absolute discretion without prior notice and without giving any reason, refuses to execute any Instruction or withdraw any Transaction from being accessible by ITS or Telephone Banking Instructions and may, if it deems fit so to do, cancel or suspend ITS or any part thereof which is available through certain specific approved media.
- 3.3 The Bank may at any time in its absolute discretion, accepts Instructions from the Customer to act as the agent of the Customer to effect other transactions on behalf of the Customer with other third party. In such event, the only duty of the Bank is to transmit or communicate the instruction to the third party and once such instruction is given, the Bank shall be deemed to have fully discharged its duty. The Bank shall not be in any way liable or responsible howsoever, whether in contract or in tort, in law or in equity, for the act, default, omission, failure, non-performance, delay, fraud or negligence of such third party (including but not limited to any failure or delay of such third party in executing the Bank's instruction given on behalf of the Customer). The Customer acknowledges and confirms that such transaction effected by the Bank as his agent with the third party is subject to the terms and conditions applicable to that specific transaction and for the purpose of effecting such transaction with the third party the Bank is authorised to disclose any information relating to the Customer to such third party.
- 3.4 The Customer acknowledges that the use of ITS and/or Telephone Banking Instructions to carry out Transactions is a service provided by the Bank and in the event of ITS or the media through which the Instruction may be given to or received by the Bank is suspended or cancelled for whatsoever reason, the Customer shall have no claim whatsoever against the Bank and shall use other available means to effect the required Transaction.

#### 4. Terms & Conditions for Any Specific Transaction

- 4.1 In using ITS or Telephone Banking Instructions to carry out any Transaction, in addition to these terms and conditions, terms and conditions that govern the relevant type of Transaction shall remain applicable in respect of such Transaction and the Customer acknowledges that he shall continue to observe and is bound by the same.
- 4.2 In case of any conflict between such terms and conditions that regulate the relevant type of Transaction and these terms and conditions:-
  - (i) where the relevant specific terms and conditions for the Transaction provide for the priority between these terms and conditions and the relevant specific terms and conditions, such priority should be given effect to determine the question of which terms and conditions shall prevail;
  - (ii) where the relevant specific terms and conditions for the Transaction do not provide for the priority between these terms and conditions and the relevant specific terms and conditions, the later shall prevail.

#### 5. Use of ITS and Telephone Banking Instructions

- 5.1 The Customer shall at *his own cost and expense* apply for, install, obtain and maintain suitable equipment to obtain access to ITS or (as the case may be) to give Telephone Banking Instructions to the Bank.
- 5.2 All ITS Instructions shall be given in the following manner:-
  - (a) only to those relevant access numbers designated by the Bank from time to time for the purpose of ITS or by the use of interactive television system, machines or computer terminals or other equipment approved by the Bank for access to ITS; and
  - (b) at the request of the Bank (such request may be represented by electronic image or digitised voice or other electronic form, as the case may be), the Customer shall input by Electronic Input or quote verbally over the telephone:-
    - (i) his ITS Number; and

- (ii) his ITS Password which is relevant to ITS; and/or
- (iii) any other information relating to the identity of the Customer (such as identity card number); and
- (c) at the request of the Bank (represented as aforesaid), the Customer shall select the type of Transaction required and shall quote or input the information and detail so requested by the Bank.
- 5.3 Telephone Banking Instructions shall be given in the following manner:-
- (a) only to those relevant access telephone numbers designated by the Bank from time to time for receiving Telephone Banking Instructions in respect of the relevant intended Transaction; and
- (b) at the request of the Bank, the Customer shall input by Electronic Input and/or quote verbally over the telephone:-
- (i) his TBI Password; and/or
- (ii) the name of account to which the intended Transaction relates; and/or
- (iii) any other information relating to the identity of the Customer (such as identity card number); and
- (c) at the request of the Bank, the Customer shall input by Electronic Input and/or quote verbally over the telephone the information of the type of Transaction required and/or such other information and details so requested by the Bank.
- 5.4 Subject to the Bank's right not to accept any Instruction as set out in Clause 3.2 of this Schedule, all Instructions once given pursuant to Clause 5.2 or 5.3 (as the case may be) of this Schedule shall be irrevocable and conclusively binding on the Customer irrespective whether or not such Instructions are given by the Customer personally or by any other person on his behalf whether authorized or unauthorized.
- 6. Acceptance and Execution of Instructions**
- 6.1 For any Instruction, upon receipt of the information set out in Clause 5.2(b)(i) and (ii) or Clause 5.3(b)(i) and (ii) (as the case may be) of this Schedule, the Bank shall be entitled to deem that the ensuing Instruction emanates from the Customer. The Customer shall be liable for all Transactions effected and all liabilities accrued pursuant to such Instruction.
- 6.2 Unless otherwise agreed at the relevant time, only Instructions relating to the Transaction will be accepted or effected by the Bank. However, if Instruction is given in respect of other arrangements and is accepted or effected by the Bank for any reason whatsoever, such Instruction and the arrangement effected or executed pursuant thereto shall be binding on the Customer.
- 6.3 Instructions would only be accepted and effected for any particular type of Transaction if such is given within the time, determined by the Bank in its absolute discretion, which the Bank accepts instructions for that particular type of Transaction.
- 6.4 Notwithstanding any provision to the contrary governing the specific Transaction to be transacted, the Bank shall be entitled to place any order or enter into or execute any arrangement or effect any account entry for the purpose of carrying out any Instruction without first ascertaining (i) whether there is sufficient fund or available pre-arranged credit in the account specified by the Customer; and/or (ii) the existence or adequacy in the Customer's account of the items which are the subject matter intended to be executed pursuant to the Instruction.
- 6.5 Instruction will not be accepted or effected if there is insufficient fund or pre-arranged credit or inadequate items available in the account specified by the Customer for the intended Transaction. The Bank shall not however be liable for any consequence arising out of the failure of the Bank to execute any Instruction due to insufficient fund or available pre-arranged credit or inadequate items.
- 6.6 Notwithstanding that there is insufficient fund or pre-arranged credit or inadequate items in the account nominated by the Customer, and irrespective of any term and accommodation of the specific Transaction intended to be transacted providing to the contrary, the Bank may, at its absolute discretion, accept and execute Instruction without prior notice to or approval of the Customer. *The Customer shall be liable for the resulting debit balance or overdraft, advance or credit (or any increase in the same) and all standard charges of the Bank relating thereto. Such debt shall be repayable to the Bank on demand together with interest thereon, from the date of execution of the relevant Instruction to the date of actual repayment (whether before or after judgement), both days inclusive, at a rate applicable to unauthorized overdraft as specified in any schedule of charges published by the Bank from time to time and to be made available to the Customer at any time upon request.*
- 6.7 Whilst any debt exists pursuant to Clause 6.6 of this Schedule, the Bank shall be entitled (but not obliged) without giving notice to the Customer to enter into such other transaction at such time and for such pricing as it deems necessary (but without any duty to obtain the best price) to set-off or counter the transaction effected pursuant to the Instruction. Any loss, damage, liability or expense suffered or incurred by the Bank as a result thereof shall be the Customer's liability and debited to any account of the Customer as the Bank shall select but any gain shall belong absolutely to and be retained by the Bank for its own use and benefit. The Bank's certificate in writing as to the amount of such loss, damage, liability or expense shall be binding and conclusive against the Customer.

- 6.8 Without prejudice to Clause 6.3 of this Schedule, notwithstanding that Instruction may be received by the Bank outside the normal banking hours in HKSAR and be carried out immediately, the relevant Transaction effected immediately pursuant to the Instruction may be deemed to take effect on the next succeeding day if the Bank so determines.
- 6.9 For transfer of fund out of any account by ITS or Telephone Banking Instruction, the Bank shall accept no responsibility or liability if the receiving bank refuses to make or delays in making the transferred fund available to the intended transferee for whatever reason.
- 7. Advice and Conclusive Evidence**
- 7.1 (a) Unless otherwise determined by the Bank, no advice in respect of the Transactions effected by ITS Instructions ("ITS Transactions") would be sent by the Bank. In the event that the Bank determines that advice setting out certain ITS Transactions which involve the deposit of money into and/or withdrawal of money from account effected by the Bank pursuant to ITS Instructions be sent to the Customer, such advice will be sent on the following Business Day for the Customer's record.
- (b) If the Customer does not receive the advice for those ITS Transactions which the Bank determines be issued within 3 Business Days (for Customer with an address outside HKSAR, 8 Business Days) after the day on which the relevant ITS Instruction was given, *the Customer shall give to the Bank a notice of non-receipt in the form acceptable to the Bank. Such notice of non-receipt must be actually received by the Bank within 5 Business Days (for Customer with an address outside HKSAR, 17 Business Days) after the date of such ITS Instruction.*
- (c) *The Customer shall have the duty to check and verify the contents of the advice and shall report any error or omission or discrepancy shown thereon within 5 Business Days (for Customer with an address outside HKSAR, 17 Business Days) after the relevant ITS Instruction or 5 Business Days (for Customer with an address outside HKSAR, 17 Business Days) after the date of the re-issued advice (in the case of a notice of non-receipt being issued by the Customer), otherwise the Customer is deemed to have confirmed the contents shown on the advice notwithstanding that in the meantime the Customer may not have the opportunity to verify the account statement or passbook (as the case may be) of the relevant ITS Transaction.*
- (d) *Save as provided in (b) above, the Customer is obliged to observe his duty set out in Clause 7.1 of the General Terms.*
- (e) *In the event that the Customer requests the Bank not to issue to him the consolidated statement of ITS Transaction and the application is agreed to by the Bank, the Customer shall have the duty to verify the record of ITS Transactions posted in the relevant account statement or passbook (as the case may be).*
- 7.2 The Bank is hereby authorized to appropriate independent entry to the account nominated by the Customer for the relevant Transaction executed by means of ITS or Telephone Banking Instructions.
- 7.3 The Customer acknowledges that all Instructions may be recorded. The books and records of the Bank in respect of any Instruction and/or the execution thereof shall be conclusive evidence (save and except manifest error) against the Customer in all courts of law and for all purposes.
- 8. Proceeds of Transaction effected by means of ITS or Telephone Banking Instructions**
- 8.1 Unless otherwise agreed by the Bank, the proceeds of any Transaction effected by ITS or Telephone Banking Instructions which is due to the Customer shall only be credited to an account or placed on deposit with the Bank in the same name as the Customer.
- 8.2 If the Bank receives any query, claim or dispute (whether with good cause or otherwise) in respect of the proceeds of any Transaction, the Bank may (but not under any duty to do so) in its absolute discretion refuse to permit or effect any withdrawal of and/or dealing howsoever with the proceeds of any Transaction until the dispute or query in respect of the relevant Transaction is clarified to the satisfaction of the Bank.
- 9. Limits for Transactions by means of ITS or Telephone Banking Instructions**
- 9.1 The Bank may at any time and from time to time by prior notice to the Customer impose an upper and/or minimum daily overall and/or individual transaction limit in terms of the amount, quantity or currency for Transactions effected by ITS or Telephone Banking Instructions but may waive or vary such limit in respect of any Transaction if it deems fit so to do.
- 9.2 Unless otherwise agreed to by the Bank, Instructions are limited to instructions in respect of Transactions (other than financial information enquiries) to be made or effected between different accounts in the same name of the Customer.
- 9.3 The Customer hereby agrees and acknowledges that any ITS arrangement involving payment as between different accounts (whether of the Customer or of any third parties and whether with the Bank and with any other member bank(s) of the Bank of China Group will only be accepted if such arrangement has been approved by the Bank and is subject to such preset daily transfer or withdrawal limit(s) and procedures as determined by the Bank from time to time. For the avoidance of doubt, where a lower daily maximum amount is authorized for any account(s) in the name of third party(ies), such lower daily maximum amount shall prevail over daily limit preset by the Bank.
- 9.4 The Customer acknowledges that ITS operates on a numerically based system and where the Customer gives ITS Instruction to the

Bank involving payment as between different accounts, the Bank may act on the number(s) of the account(s) given by the Customer by means of Electronic Input and shall not be under any duty to verify whether any account number so given is corresponding to the name of the account holder of the such account.

**10. Password**

10.1 *The Customer hereby undertakes to keep the Password secret.*

10.2 The Customer acknowledges that the Password may be issued to him in person at the Bank or in such other manner as the Bank Customer prior to having access to effect other Transactions. In relation to Telephone Banking Instruction, unless the Bank otherwise agrees, the Customer shall not be allowed to unilaterally re-select TBI Password.

10.3 Upon the loss or any actual or possible unauthorised use of the Password, *the Customer shall immediately notify the Bank in writing, duly signed in accordance with the Agreed Signing Arrangement.* Until the actual receipt by the Bank of such notice, all Transactions made by ITS or Telephone Banking Instructions by inputting or quoting the relevant Password shall be deemed Transactions made by the Customer.

10.4 The Customer hereby acknowledges that there are risks for the Password being used by unauthorised persons or for unauthorised purposes and agrees to bear such risks absolutely.

**11. Information**

11.1 All information (including but not limited to exchange rate, interest rate, market prices for securities and precious metals) quoted by the Bank in the course of effecting a Transaction shall remain as a reference only and shall not be binding on the Bank until confirmed by the Customer within the time prescribed for confirming the Transaction.

**12. Charges**

12.1 *The Bank shall be entitled to charge fees for making ITS or the use of Telephone Banking Instructions available to the Customer and/or the handling of Instructions.* The Customer hereby authorizes the Bank to deduct such fees from the Settlement Account and such other account(s) maintained by the Customer with the Bank.

12.2 The Bank shall be entitled to retain for its own account and benefit all profits, rebates, commissions, fees, benefits or other advantage, if any, arising out of or in connection with the Bank's provision of ITS or acceptance of Telephone Banking Instructions and the Transactions effected pursuant to Instructions.

**13. Liability of the Bank**

13.1 The Bank shall not be liable for any loss or damage suffered by the Customer or any other person as a result of:-

- (a) the cancellation of the provision of ITS or any part thereof or the disallowing the use of Telephone Banking Instructions; and/or
- (b) the withdrawal or suspension of any Transaction from being accessible by ITS or Telephone Banking Instructions or for any failure to effect or execute any of the Instruction whether it is attributable, either directly or indirectly, to any circumstances or events outside the control of the Bank; and/or
- (c) any mechanical, electronic or other failure, malfunction, interruption, inaccuracy or inadequacy of the Bank's telecommunication or computer system or other equipment or its installation or erroneous transmission of any Instruction or any error in the execution of any Instruction (except gross negligence or wilful misconduct of the Bank's authorised officers) nor for any delay, loss (including loss of profit or any economic loss), expenses or damages whatsoever incurred or suffered by the Customer as a result thereof.
- (d) any delay, interruption or suspension howsoever caused by any third party, including but not limited to service providers or equipment suppliers, which interferes with, affects or disrupts the performance of the Bank hereunder.

Dear Sir/Madam,

**Re: Amendment to General Terms and Conditions for Banking Services**

**Introduction of USD current account service**

We will soon introduce a new service for USD current account to our customers. In view of the introduction of new service, a new provision (namely, the new Clause 10.2 referred to in the Notice of Amendment below) will be added to Schedule I to the "General Terms and Conditions for Banking Services" (the "Terms"). Without limiting the effect of the new provision, we would highlight its main features as follows:-

- (a) the cheques drawn on or paid into USD current account may be processed through US Dollar clearing system provided by Hong Kong Interbank Clearing Limited ("HKICL") and the clearing system is subject to US Dollar Clearing House Rules (the "Rules") and US Dollar Operating Procedures (the "Procedures") both prescribed by HKICL;
- (b) in relation to the US Dollar current account, the customer agrees to the provisions of Rule 2.3.5 of the Rules. For details of such provisions, please refer to the new Clause 10.2(b) set out in the Notice of Amendment below;
- (c) the customers also agree that the Hong Kong Monetary Authority does not owe any duty or incur any liability to them in respect of loss or damage arising out of the Monetary Authority giving notice, advice or approval under the Rules and Procedures; and
- (d) interest may accrue on the credit balances under US Dollar current account in the manner and subject to the conditions prescribed by us, provided that we are not obliged pay any interest on the credit balance.

**Notice of Amendment to "General Terms and Conditions for Banking Services"**

Notice is hereby given that with effect from 19 March 2001, the Terms shall be amended by inserting the following new Clause 10.2 in Schedule I to the Terms, which schedule is entitled "Terms and Conditions for Bank Accounts":-

*"10.2 Where the Bank Account is a US Dollar current account ("USD Current Account"), the Customer is further bound by the following specific terms and conditions:-*

- (a) *The Customer acknowledges that (i) cheques drawn on or paid into the USD Current Account may be processed by US Dollar clearing system provided by Hong Kong Interbank Clearing Limited, of which the Bank is one of the participants, and (ii) the operation of such US Dollar clearing system is subject to the US Dollar Clearing House Rules made by Hong Kong Interbank Clearing Limited ("US Dollar Clearing House Rules") and the US Dollar Operating Procedures ("US Dollar Operating Procedures") referred to in the US Dollar Clearing House Rules (as the same may be modified from time to time).*
- (b) *The Customer agrees 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 the Customer or to the transactions of the Customer. The Customer hereby acknowledges that the provisions of Rule 2.3.5 of the US Dollar Clearing House Rules (subject to modification from time to time) are as follows:-*

*"MA shall not be liable to SI, HKICL, any Member or any other person 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 MA knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of anything done or omitted to be done by MA bona fide or by SI, HKICL or any Member in the management, operation or use (including without limitation, the termination and/or suspension of SI, the Clearing Facilities or any Member) of the Clearing House or the Clearing Facilities or any part of any of them. SI and each Member shall jointly and severally indemnify and hold MA harmless in respect of any liability, claim, loss, damage or expense hereinbefore described in this Rule 2.3.5, such indemnity to survive the expiry or termination of any Member's use of the Clearing House or Clearing Facilities."*

- (c) *For the purpose of interpretation of Rule 2.3.5 of the US Dollar Clearing House Rules set out above, the Customer further acknowledges that the capitalized terms appearing therein shall have the following meanings (subject to modification from time to time):-*

*"Clearing Facilities" means all premises, personnel, machinery, equipment, facilities, software, operational and possessing systems, arrangements and procedures for or in relation to the services provided by and the operation of the Clearing House, including CHATS and the clearing and settlement of Paper Cheques and ECG (both defined in US Dollar Clearing House Rules).*

*"Clearing House" means the medium and the location available to Members for the exchange, sorting and balancing of cheques in US dollars and other negotiable instruments in US dollars drawn on Members and for the possessing of direct debits and credits, funds transfers and other banking transactions in each case in US dollars presented by or on behalf of Members provided, operated and managed by HKICL.*

*"HKICL" means Hong Kong Interbank Clearing Limited.*

*"MA" means the Monetary Authority appointed under the Exchange Fund Ordinance (Cap. 66 of the Laws of Hong Kong).*

*"Member" means banks and other institutions which have agreed with SI to be bound by US Dollar Clearing House Rules and which have been permitted by SI and MA to use all or part of the Clearing House and the Clearing Facilities. For the avoidance of doubt, this term does not include a branch or the head office of a Member located outside Hong Kong.*

*"SI" means the institution appointed by MA to provide clearing and settlement services for US dollars, and which for the time being is The Hongkong and Shanghai Banking Corporation Limited.*

- (d) *The Customer agrees that, without prejudice to (b) above, the Hong Kong Monetary Authority shall not owe any duty or incur any liability to the Customer 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 (as the same may be modified from time to time).*

- (e) *Interest may accrue on the outstanding credit balance at USD Current Account at such rate(s) and subject to such condition(s) as the Bank may from time to time determine absolutely, provided however that the Bank shall not be obliged to pay any interest on any credit balance."*

Except as amended as aforesaid, all the terms and conditions of the Terms shall remain unchanged and in full force and effect.

If you would not accept the aforesaid amendment to the Terms, you may choose to terminate the bank accounts maintained with us (which is governed by the Terms) by visiting our branch or sub-branches at which the bank accounts are maintained or such other branch or sub-branches as we designate before the Effective Date.

Please note that if, after the Effective Date, you continue to utilize the bank accounts maintained with us, you shall be deemed to have irrevocably and unconditionally accepted the above amendments to the Terms.

Yours faithfully,

**BANK OF CHINA HONG KONG BRANCH**

2001-02-16

尊貴的客戶：

### 關於：《理財服務總條款》更改

#### 美元支票活期存款賬戶服務的推出

本行快將向客戶推出美元支票活期存款賬戶的新服務。鑑於新服務的推出，《理財服務總條款》（下稱“該條款”）的附表一將會新增條文（即在以下更改條款通知所述新的 10.2 條）。在不局限新條文效力的情況下，本行現將其主要特點羅列如下：

- (a) 於美元支票活期存款賬戶開出或存入的支票可能通過香港銀行同業結算有限公司（“結算公司”）所提供的美元結算系統處理，而結算系統則受結算公司訂立的美元結算所規則（“規則”）及美元操作程序（下稱“程序”）所約束；
- (b) 就美元支票活期存款賬戶而言，客戶同意受規則的第 2.3.5 條所約束。有關該條款的細節內容，請參閱以下更改條款通知所述的第 10.2(b)條；
- (c) 客戶亦同意，對於因香港金管局按規則及程序所給予的任何通知、意見或批核而產生的任何損失或損害，香港金管局均對客戶無任何責任；及
- (d) 美元支票活期存款賬戶中的結餘會按本行所訂定的條件及形式累計，但本行無責任就任何該等結餘給予利息。

#### 更改《理財服務總條款》的通知

本行特此通知閣下，由二〇〇一年三月十九日起，該條款的附表 I（該附表稱作“銀行賬戶條款”）將會增加以下新的 10.2 條：

“10.2 當銀行賬戶屬美元支票活期存款賬戶（「美元支票活期存款賬戶」）時，客戶會進一步受以下特定條款及條件所約束：

- (a) 客戶確知悉：(i)於美元支票活期存款賬戶開出或存入的支票可能會通過由香港銀行同業結算有限公司所提供的美元結算系統處理，而銀行屬該系統之其中一位參與者；及(ii)該美元結算系統的操作是受由香港銀行同業結算有限公司所訂立的美元結算所規則（「美元結算所規則」）及美元結算所規則所指的美元操作程序（「美元操作程序」）（包括其不時之修改）所約束。
- (b) 客戶同意受美元結算所規則第 2.3.5 條的條文約束，只要該條文適用於或關於客戶或客戶所敘做的交易。客戶現確知悉美元結算所規則的第 2.3.5 條（包括其不時修改）的內容如下：  
“對於因金管局的任何作為或不作為或因結算機關、香港銀行同業結算公司或任何會員就有關結算所或結算設備或其中任何部份的管理、操作或使用（包括但不限於結算機構、結算設備或任何會員的終結及／或終止）的任何作為或不作為而直接或間接產生或以任何形式出現的任何種類或性質的索償、損失、損害或費用（包括但不限於，商業損失、商業機會損失、利潤損失、特別或間接或隨之發生的損失），金管局均不會對結算機構、香港銀行同業結算有限公司、任何會員或任何其他人士負責，儘管金管局知道或應合理知道該等索償、損失、損害或費用的出現可能。結算機構及每位會員須共同及各別向金管局賠償此 2.3.5 條所述的任何責任、索償、損失、損害或費用。而該賠償在任何會員結束使用結算所或結算設備後仍為有效”
- (c) 就上述美元結算所規則第 2.3.5 條的闡釋，客戶進一步確認以上所述的字眼具以下意義（惟可不時變更）：

“結算設備”指所有與由結算所提供的服務或與結算所操作相關的建築物、人員、機器、設備、設施、軟件、操作及處理系統、安排及流程（包括結算所自動轉賬系統及紙張支票的結算及電子付款）（定義見美元結算所規則）。

“結算所”指由香港銀行同業結算有限公司所提供的地點及媒介，其可容許會員交換、整理及兌銷以任何會員為受票人的美元支票及其他美元流通票據或可處理會員以美元為貨幣所作出的直接扣賬及收款、資金調撥及其他銀行交易。

“香港銀行同業結算有限公司”指香港銀行同業結算有限公司。

“金管局”指在外匯基金條例（香港法例第 66 章）所委任的金融管理專員。

“會員”指已與結算機構同意遵守美元結算所規則並已被結算機構及金管局容許使用全部或部份結算所及結算設施的銀行或其他機構。為免疑問，此字詞並不包括會員在香港以外的分行或總部。

“結算機構”指由金管局委任提供美元結算服務的機構，而現時該機構是匯豐銀行有限公司。

- (d) 在不影響以上(b)段的情況下，客戶同意，對於因香港金融管理局按或根據美元結算所規則及美元操作程序（包括其不時修改）所給予的任何通知、意見或批核而直接或間接產生或以任何形式出現的任何類型或性質的索償、損失、損害或費用（包括但不限於，商業損失、商業機會損失、利潤損失、特別或間接或隨之而產生的損失），香港金融管理局對客戶並無任何責任，儘管香港金融管理局知道或應合理知道該等索償、損失、損害或費用的存在可能。
- (e) 美元支票活期存款賬戶中結餘的利息可按銀行不時絕對決定的利率及條件累計，惟銀行沒有責任就任何賬戶結餘給予任何利息。”

除以上修改外，該條款內之所有條款及條件將維持不變並完全有效。

若閣下不同意接受對該條款以上的修訂，閣下可選擇於生效日前到本行之開戶分／支行或本行所指定的其他分／支行結束閣下在本行的銀行賬戶。

本行希望特此提示，閣下若在生效日後繼續使用銀行賬戶，閣下便會被視為不可撤銷地及無條件地接受上述新增的條款。

此致

中國銀行 香港分行  
二〇〇一年二月十六日



Dear Sir/Madam,

**Re: Amendment to General Terms and Conditions for Banking Services**

We hereby give you notice that with effect from 1st October, 2000 (the "Effective Date"), the "General Terms and Conditions for Banking Services" (the "Terms") shall be amended by inserting the following new Clause 2.5 in Schedule I to the Terms, which schedule is entitled "Terms and Conditions for Bank Accounts":-

"2.5 The Customer authorizes the Bank to collect inward remittances for account of the Customer from time to time as the Bank may think fit. If the Bank elects to collect an inward remittance for account of the Customer, the Customer shall be bound by the following terms and such other terms and conditions as the Bank may impose:-

- (a) The remittance proceeds shall, after deduction of all costs, charges and expenses, be paid to the Bank Account of the Customer nominated in the remittance instruction or such other Bank Account as the Bank may determine according to prevailing banking practice (the "Collection Account"), and for the purpose, the Bank may convert the currency of the remittance proceeds into the relevant currency of the Collection Account at the then prevailing spot rate of exchange quoted by the Bank (as conclusively determined by Bank);
- (b) The Bank shall not in any way be liable to account to the Customer for any interest or benefit which the Bank may receive from or derive out of the remittance proceeds or any part thereof prior to the Bank's credit of the same into the Collection Account and such interest and benefit (if any) shall be received and held by the Bank to its own use and benefit absolutely;
- (c) For the avoidance of doubt, nothing contained in this Clause 2.5 shall prejudice or affect any of the Bank's rights of appropriation or set-off."

Except as amended as aforesaid, all the terms and conditions of the Terms shall remain unchanged and in full force and effect.

If you would not accept the aforesaid amendment to the Terms, you may choose to terminate the bank accounts maintained with us (which is governed by the Terms) by visiting any of our branch or sub-branches before the Effective Date.

Please note that if, after the Effective Date, you continue to utilize the bank accounts maintained with us, you shall be deemed to have irrevocably and unconditionally accepted the above amendments to the Terms.

中銀集團  
**BANK OF CHINA GROUP**

2000-9-1

尊貴的客戶：

**關於：《理財服務總條款》更改**

本行特此通知 閣下，由二〇〇〇年十月一日（“生效日”）起，《理財服務總條款》（下稱“該條款”）的附表 I（該附表稱作“銀行賬戶條款”）將會增加以下新的 2.5 條：-

“2.5 銀行有權在銀行認為適合時不時為客戶收取匯入款項。若銀行選擇為客戶收取匯入款項，客戶須受以下條件及其他由銀行所訂立的條件約束：-

- (a) 匯款扣除了所有費用、收費及開支後，便須存入匯款指示上所指定的客戶銀行賬戶或其他由銀行按當時銀行慣例決定的銀行賬戶（「收款賬戶」），而為此，銀行可將匯款貨幣兌換成收款賬戶可接受的貨幣，而兌換率是銀行當時公佈的即時匯率，有關匯率將由銀行終局性決定；
- (b) 假如在匯款款項或其任何部份未存入收款賬戶前，銀行就該等款項或部份收到或獲取任何利息或利益，銀行毋須向客戶支付或負責該等利息或利益，而該等利息或利益（如有的話）將屬銀行全權所有；
- (c) 為免生疑問，在本 2.5 條內的條文不影響任何銀行的劃撥或抵銷權。”

除以上修改外，該條款內之所有條款及條件將維持不變並完全有效。

若 閣下不同意接受對該條款以上的修訂， 閣下可選擇於生效日前到本行之分／支行結束 閣下在本行的銀行賬戶。

本行希望特此提示， 閣下若在生效日後繼續使用銀行賬戶， 閣下便會被視為不可撤銷地及無條件地接受上述新增的條款。

**中銀集團 啓**  
**BANK OF CHINA GROUP**

二〇〇〇年九月一日

**The "General Terms and Conditions for Banking Services" shall be amended by inserting the following new Clause 10.2 in Schedule I to the Terms, which schedule is entitled "Terms and Conditions for Bank Accounts":-**

"10.2 Where the Bank Account is a US Dollar current account ("USD Current Account"), the Customer is further bound by the following specific terms and conditions:-

(a) The Customer acknowledges that (i) cheques drawn on or paid into the USD Current Account may be processed by US Dollar clearing system provided by Hong Kong Interbank Clearing Limited, of which the Bank is one of the participants, and (ii) the operation of such US Dollar clearing system is subject to the US Dollar Clearing House Rules made by Hong Kong Interbank Clearing Limited ("US Dollar Clearing House Rules") and the US Dollar Operating Procedures ("US Dollar Operating Procedures") referred to in the US Dollar Clearing House Rules (as the same may be modified from time to time).

(b) The Customer agrees 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 the Customer or to the transactions of the Customer. The Customer hereby acknowledges that the provisions of Rule 2.3.5 of the US Dollar Clearing House Rules (subject to modification from time to time) are as follows:-

"MA shall not be liable to SI, HKICL, any Member or any other person 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 MA knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of anything done or omitted to be done by MA bona fide or by SI, HKICL or any Member in the management, operation or use (including without limitation, the termination and/or suspension of SI, the Clearing Facilities or any Member) of the Clearing House or the Clearing Facilities or any part of any of them. SI and each Member shall jointly and severally indemnify and hold MA harmless in respect of any liability, claim, loss, damage or expense hereinbefore described in this Rule 2.3.5, such indemnity to survive the expiry or termination of any Member's use of the Clearing House or Clearing Facilities."

(c) For the purpose of interpretation of Rule 2.3.5 of the US Dollar Clearing House Rules set out above, the Customer further acknowledges that the capitalized terms appearing therein shall have the following meanings (subject to modification from time to time):-

"Clearing Facilities" means all premises, personnel, machinery, equipment, facilities, software, operational and possessing systems, arrangements and procedures for or in relation to the services provided by and the operation of the Clearing House, including CHATS and the clearing and settlement of Paper Cheques and ECG (both defined in US Dollar Clearing House Rules).

"Clearing House" means the medium and the location available to Members for the exchange, sorting and balancing of cheques in US dollars and other negotiable instruments in US dollars drawn on Members and for the possessing of direct debits and credits, funds transfers and other banking transactions in each case in US dollars presented by or on behalf of Members provided, operated and managed by HKICL.

"HKICL" means Hong Kong Interbank Clearing Limited.

"MA" means the Monetary Authority appointed under the Exchange Fund Ordinance (Cap. 66 of the Laws of Hong Kong).

"Member" means banks and other institutions which have agreed with SI to be bound by US Dollar Clearing House Rules and which have been permitted by SI and MA to use all or part of the Clearing House and the Clearing Facilities. For the avoidance of doubt, this term does not include a branch or the head office of a Member located outside Hong Kong.

"SI" means the institution appointed by MA to provide clearing and settlement services for US dollars, and which for the time being is The Hongkong and Shanghai Banking Corporation Limited.

(d) The Customer agrees that, without prejudice to (b) above, the Hong Kong Monetary Authority shall not owe any duty or incur any liability to the Customer 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 (as the same may be modified from time to time).

(e) Interest may accrue on the outstanding credit balance at USD Current Account at such rate(s) and subject to such condition(s) as the Bank may from time to time determine absolutely, provided however that the Bank shall not be obliged to pay any interest on any credit balance."

《理財服務總條款》的附表 I（該附表稱作“銀行賬戶條款”）將會增加以下新的 10.2 條：

“10.2 當銀行賬戶屬美元支票活期存款賬戶（「美元支票活期存款賬戶」）時，客戶會進一步受以下特定條款及條件所約束：-

(a) 客戶確認知悉：(i)於美元支票活期存款賬戶開出或存入的支票可能會通過由香港銀行同業結算有限公司所提供的美元結算系統處理，而銀行屬該系統之其中一位參與者；及(ii)該美元結算系統的操作是受由香港銀行同業結算有限公司所訂立的美元結算所規則（「美元結算所規則」）及美元結算所規則所指的美元操作程序（「美元操作程序」）（包括其不時之修改）所約束。

(b) 客戶同意受美元結算所規則第 2.3.5 條的條文約束，只要該條文適用於或關於客戶或客戶所敘做的交易。客戶現確認知悉美元結算所規則的第 2.3.5 條（包括其不時修改）的內容如下：

“對於因金管局的任何作為或不作為或因結算機關、香港銀行同業結算公司或任何會員就有關結算所或結算設備或其中任何部份的管理、操作或使用（包括但不限於結算機構、結算設備或任何會員的終結及／或終止）的任何作為或不作為而直接或間接產生或以任何形式出現的任何種類或性質的索償、損失、損害或費用（包括但不限於，商業損失、商業機會損失、利潤損失、特別或間接或隨之發生的損失），金管局均不會對結算機構、香港銀行同業結算有限公司、任何會員或任何其他人士負責，儘管金管局知道或應合理知道該等索償、損失、損害或費用的出現可能。結算機構及每位會員須共同及各別向金管局賠償此 2.3.5 條所述的任何責任、索償、損失、損害或費用。而該賠償在任何會員結束使用結算所或結算設備後仍為有效”

(c) 就上述美元結算所規則第 2.3.5 條的闡釋，客戶進一步確認以上所述的字眼具以下意義（惟可不時變更）：-

“結算設備”指所有與由結算所提供的服務或與結算所操作相關的建築物、人員、機器、設備、設施、軟件、操作及處理系統、安排及流程（包括結算所自動轉賬系統及紙張支票的結算及電子付款）（定義見美元結算所規則）。

“結算所”指由香港銀行同業結算有限公司所提供的地點及媒介，其可容許會員交換、整理及兌銷以任何會員為受票人的美元支票及其他美元流通票據或可處理會員以美元為貨幣所作出的直接扣賬及收款、資金調撥及其他銀行交易。

“香港銀行同業結算有限公司”指香港銀行同業結算有限公司。

“金管局”指在外匯基金條例（香港法例第 66 章）所委任的金融管理專員。

“會員”指已與結算機構同意遵守美元結算所規則並已被結算機構及金管局容許使用全部或部份結算所及結算設施的銀行或其他機構。為免疑問，此字詞並不包括會員在香港以外的分行或總部。

“結算機構”指由金管局委任提供美元結算服務的機構，而現時該機構是匯豐銀行有限公司。

(d) 在不影響以上(b)段的情況下，客戶同意，對於因香港金融管理局按或根據美元結算所規則及美元操作程序（包括其不時修改）所給予的任何通知、意見或批核而直接或間接產生或以任何形式出現的任何類型或性質的索償、損失、損害或費用（包括但不限於，商業損失、商業機會損失、利潤損失、特別或間接或隨之而產生的損失），香港金融管理局對客戶並無任何責任，儘管香港金融管理局知道或應合理知道該等索償、損失、損害或費用的存在可能。

(e) 美元支票活期存款賬戶中結餘的利息可按銀行不時絕對決定的利率及條件累計，惟銀行沒有責任就任何賬戶結餘給予任何利息。

**客戶須知：****Important Notice to Customer(s):-**

下文所指的本協議將規管已向或將向閣下提供的服務。懇請閣下在簽署本協議前細閱及理解本協議，並尋求獨立的法律意見。

閣下須向本行提供本協議所規定的全部資料。不然，本行不會根據本協議向閣下提供或繼續提供服務。有關該等資料可作的用途及閣下如何索取該等資料的詳情，請參閱本行向客戶發出有關個人資料（私隱）條例的通知，該通知將應要求給予閣下。

*This Agreement referred to below will govern the service(s) provided or to be provided to you. You are advised to read and understand this Agreement and seek independent legal advice before you sign this Agreement.*

*It is obligatory for you to supply our bank with all such information as required by this Agreement. Failure to do so may result in our bank being unable to provide or continue service(s) to you under this Agreement. For details of the purposes for which such information may be used and how you may have access to it, please refer to our notice to customers relating to the Personal Data (Privacy) Ordinance, which notice will be made available to you upon request.*

FOR BANK USE ONLY		
[Cust. No.]		
[Sign. No.]		
A/C Opening Date	OPENED BY	
CHECKED BY	CHECKED BY	HANDLED BY

**理財服務總協議****Agreement for Bank Accounts and General Services**

致：中國銀行香港分行

To: **BANK OF CHINA HONG KONG BRANCH**  
香港花園道一號 1 GARDEN ROAD, HONG KONG.

日期：

Date: \_\_\_\_\_

鑑於貴行同意應本人（等）的要求(i)開立或維持下文附表二『新增銀行賬戶』一欄內指定的銀行賬戶（『新增銀行賬戶』）或繼續維持附表二『現有銀行賬戶』一欄內指定的銀行賬戶『現有銀行賬戶』及／或(ii)提供本人（等）在附表二『新增綜合交易服務』一欄內指定的服務（『新增綜合交易服務』）及／或(iii)繼續提供在附表二『現有綜合交易服務』一欄內指定的服務『現有綜合交易服務』，本人（等）（詳情載於下文附表一）謹此承諾及同意受本協議及中銀集團的『理財服務總條款』（下稱『總條款』，包括其不時之修訂或更改）（祇要是適用於新增銀行賬戶、現有銀行賬戶、新增綜合交易服務、現有綜合交易服務及／或任何其他並未有訂明於附表二內而貴行現時向本人（等）提供的銀行賬戶或綜合交易服務）所約束。

為免疑問，本人（等）現同意並確認，任何現時適用於現有銀行賬戶、現有綜合交易服務及／或任何其他並未有訂明於附表二內而貴行現時向本人（等）提供的銀行賬戶及／或綜合交易服務的任何條款均須當作即時被總條款所取替。

本人（等）謹此認收一整套總條款（如適用），並承認本人（等）充份明白及理解貴行向本人（等）提出在簽署本協議前須就本協議及總條款的內容及影響尋求獨立的法律意見的警告的重要性。本人（等）在簽署本協議前已充份考慮貴行的警告。

至於已訂立『理財服務總協議』或『理財及投資服務總協議』的客戶：本人（等）謹此確認，本人（等）已在本協議的日期前接獲一整套總條款。

本人（等）謹此進一步確認，本人（等）在本協議載述介紹人的姓名及／或資料之前（如有），已事先取得其同意。

本人（等）謹此與貴行協定如下：

- 除非於本協議中另有規定，新增銀行賬戶、現有銀行賬戶、新增綜合交易服務及現有綜合交易服務的『被授權簽字人』（連同其簽字式樣）及『簽署安排』將以下文附表三內的選擇為準及以附表三內所述的印鑑號代表。
- 本人（等）進一步承認在此就新增銀行賬戶、現有銀行賬戶、新增綜合交易服務及現有綜合交易服務而委任的被授權簽字人（連同其簽字式樣）及簽署安排須受（但不限於）總條款甲部份第4條規限。
- 倘本人（等）為一間合夥商號或一間有限公司，而本人等於貴行開立的任何銀行賬戶之被授權簽字人（連同其簽字式樣）及簽署安排是由任何印鑑號代表（『有關印鑑號』），該等被授權簽字人（當他們按照最高模式的授權簽署安排簽署時）將獲授權於貴行開立一個或多個新增賬戶，惟該等新增賬戶的被授權簽字人（連同其簽字式樣）及簽署安排須以有關印鑑號代表。為免疑問，該等新增銀行賬戶將受總條款之約束（祇要適用於該等新增銀行賬戶）。
- 為免疑問，本人（等）現確認，除在本協議對現有綜合交易服務所指明之被授權簽字人及簽署安排及／或適用條款外，任何其他關於該等服務之安排維持不變。

In consideration of your agreeing at my/our request to (i) open or maintain those bank account(s) specified under "New Bank Account(s)" in Schedule 2 below (the "New Bank Account(s)") or continue those bank account(s) specified under "Existing Bank Account(s)" in Schedule 2 below (the "Existing Bank Account(s)") and/or (ii) provide the general service(s) selected by me/us under "New General Service(s)" in Schedule 2 below (the "New General Service(s)") and/or (iii) continue to provide the general service(s) specified under "Existing General Service(s)" in Schedule 2 below (the "Existing General Service(s)"), I/we (whose particulars are set out in Schedule 1 below) hereby undertake and agree to be absolutely bound by this Agreement together with the Bank of China Group's "General Terms and Conditions for Banking Services" (the "Terms", as amended or varied from time to time) insofar as the same is applicable to the New Bank Account(s), Existing Bank Account(s), New General Service(s) and/or Existing General Service(s) and/or any other existing bank account(s) or general service(s) currently maintained or provided by you for me/us (which is/are not specified in Schedule 2 below).

For the avoidance of doubt, I/we hereby agree and acknowledge that any terms and conditions which are currently applicable to the Existing Bank Account(s), Existing General Service(s) and/or any other existing bank account(s) and/or general service(s) (which is/are not specified in Schedule 2 below) shall be deemed replaced and superseded by the Terms forthwith.

I/we hereby acknowledge receipt of a full set of the Terms (if applicable) and admit that I am/we are fully aware of and understand the importance of your warning to me/us to seek independent legal advice regarding the contents and effects of this Agreement and the Terms before signing this Agreement. I/We have duly considered your warning prior to the signing of this Agreement.

For those Customer(s) who has/have previously entered into any other "Agreement for Bank Accounts and General Services" or "Agreement for Bank Accounts and General/Investment Services": I/We hereby acknowledge that I/we have, prior to the date of this Agreement, duly received a full set of the Terms.

I/We hereby further confirm that I/we have obtained prior consent from the introducer (if any) whose details are set out below before his/her name and/or information is provided herein.

I/We hereby further agree with you as follows:

- Unless otherwise specified herein, the "Authorized Signatory(ies)" (together with his/her/their specimen signature(s)) and the "Agreed Signing Arrangement" of the New Bank Account(s), the Existing Bank Account(s), the New General Service(s), the New General Service(s) and the Existing General Service(s) shall be as selected in Schedule 3 below and shall be represented by the Sign. No. set out therein.
- I/We further acknowledge that the designation of the Authorized Signatory(ies) (together with his/her/their specimen signature(s)) and the Agreed Signing Arrangement of the New Bank Account(s), the Existing Bank Account(s), the New General Service(s) and the Existing General Service(s) herein shall be subject, inter alia, to the provisions in Clause 4 of Part A of the Terms.
- Where we are a partnership firm or a limited company and we have any Sign. No. which represents, inter alia, the Authorized Signatory(ies) (together with his/her/their specimen signature(s)) and Agreed Signing Arrangement of any bank account(s) maintained by us with you (the "Relevant Sign. No."), such Authorized Signatory(ies) (when they sign as per the Agreed Signing Arrangement of the highest level of authorization) shall be authorized to open one or more further new bank account(s) with you, provided that the Authorized Signatory(ies) (together with his/her/their specimen signature(s)) and the Agreed Signing Arrangement of such further new bank account(s) shall be represented by the Relevant Sign. No. and not otherwise. For the avoidance of doubt, such further new bank account(s) shall be governed by the Terms, insofar as the same is applicable to these new bank account(s).
- For the avoidance of doubt, I/we hereby confirm that except for the Authorized Signatory(ies) and/or Agreed Signing Arrangement of the Existing General Service(s) and the applicable terms thereof as expressly designated in this Agreement, any other arrangements in relation to such service(s) shall remain unchanged.

**附表一：客戶資料**

**Schedule 1: Particulars of the Customer**

請以正楷填寫 Please complete in BLOCK LETTERS

客戶姓名 Name of Customer(s)	英文 English		
	中文 Chinese		
賬戶名稱 Name of Account (若與客戶姓名不同) (if different from the Name of Customer(s))	英文 English		
	中文 Chinese		
香港身份證/護照/商業登記證號碼 HKID/Passport/B.R. No.		公司註冊編號 C.I. No.	
通訊地址 Correspondence Address			
電話號碼 Tel No.		電話號碼 Tel No.	

**附表二**

**Schedule 2**

(請於適用的 加上 "x" )

(Please put "x" in where applicable)

**新增銀行賬戶 New Bank Account(s)**

支票活期存款賬戶  
Current A/C \_\_\_\_\_

港元活期儲蓄存款賬戶  
HKD Savings A/C \_\_\_\_\_

外匯寶 (存摺/結單)  
Multi-Currency (Passbook/Statement) Savings A/C \_\_\_\_\_

存款賬戶 (客戶號) \_\_\_\_\_ (印鑑號)  
Deposit A/C (Cust. No.) \_\_\_\_\_ (Sign. No.) \_\_\_\_\_

**新增綜合交易服務 New General Service(s)**

中銀卡 BOC Card / 中銀智能卡 Smart BOC Card

基本賬戶 \_\_\_\_\_ 第一附屬賬戶 \_\_\_\_\_ 第二附屬賬戶 \_\_\_\_\_  
Primary A/C \_\_\_\_\_ Subsidiary A/C No.1 \_\_\_\_\_ Subsidiary A/C No.2 \_\_\_\_\_

自動櫃員機屏幕顯示的指示 \_\_\_\_\_ 中文 \_\_\_\_\_ 英文  
Instruction Displayed on ATM Screen \_\_\_\_\_ Chinese \_\_\_\_\_ English

中銀卡/中銀智能卡的被授權簽字人 (包括其簽字式樣) 及簽署安排與以上之相應之基本賬戶的被授權簽字人及簽署安排相同。  
The Authorized Signatory(ies) (together with his/her/their specimen signature(s)) and the Agreed Signing Arrangement of the BOC Card/Smart BOC Card shall be the same as those of its corresponding Primary A/C set out above.

智達銀行服務  
iT's Banking Services

智達銀行服務號碼 \_\_\_\_\_ 結算賬戶 \_\_\_\_\_  
ITS No. \_\_\_\_\_ Settlement A/C \_\_\_\_\_

智達銀行服務的被授權簽字人 (包括其簽字式樣) 及簽署安排與就智達銀行服務不時指定的相應結算賬戶的被授權簽字人及簽署安排相同。

The Authorized Signatory(ies) (together with his/her/their specimen signature(s)) and the Agreed Signing Arrangement of "iT's Banking Services" shall be the same as those of its corresponding settlement account from time to time designated for "iT's Banking Services".

加入本人 (等) 之下列賬戶作為智達銀行服務客戶號碼項下之附屬賬戶  
Add the following account(s), in my/our own name, as Sub-Account(s) under the iT's Banking Services:

附屬賬戶 Sub-Account No.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

加入下列賬戶可通過智達銀行服務收款/付款  
Add the following account(s) as accessible by iT's Banking Services for receiving/making payment

賬戶/信用卡持有人名稱 Name of the Account/Credit Card Holder	賬號/信用卡號碼 Account/Credit Card No.	開戶銀行名稱/卡戶身份證件號 A/C-opening Bank/Card Holder's ID No.	只限收款 For Payment IN Only	收款及付款 For Payment IN & OUT*

\* 此欄不適用於信用卡的情況，而有關的賬戶持有人須另行向有關開戶銀行辦理自動扣賬授權手續。

\* This column is not applicable to credit cards and direct debit authorization is required to be given by the relevant Account Holder(s) to the relevant account-opening bank.

請發出綜合月結單，其內請： -  
Please issue Consolidated Account Statement

包括信用卡（卡號\_\_\_\_\_）結單交易資料  
Include records of Credit Card No. \_\_\_\_\_  
不須合併信用卡結單交易資料  
Not include records of Credit Card

請停發綜合月結單  
Please stop issuing Consolidated Account Statement  
請發出列載相同貨幣轉賬交易的通知書  
Please issue advice of transaction involving transfer of the same currency

**現有銀行賬戶：**

**Existing Bank Account(s):** \_\_\_\_\_

**現有綜合交易服務：**

**Existing General Service(s):** \_\_\_\_\_

現有銀行賬戶及／或現有綜合交易服務載於附表三所述下方簽署人之經驗證的董事會或管理組織決議摘錄中。  
The Existing Bank Account(s) and/or Existing General Service(s) are set out in the certified extract of resolutions of the board of directors or governing body of the undersigned referred to in Schedule 3 below.

**附表三：被授權簽字人及簽署安排**

**Schedule 3: Authorized Signatory(ies) and Agreed Signing Arrangement**

（請於適用的\_\_\_\_\_加上“x”）

(Please put "x" in \_\_\_\_\_ where applicable)

被授權簽字人（連同其簽字式樣）及簽署安排詳述如下：

Authorized Signatory(ies) (together his/her/their specimen signature(s)) and Agreed Signing Arrangement are particularized as follows:

組別 Class	被授權簽字人資料 Particulars of Authorized Signatory(ies)	簽字式樣 Specimen Signature
	姓名： Name: _____ (_____) 身份證／護照號碼： ID/Passport No.: _____ 職業： Occupation: _____ 地址： Address: _____	
	姓名： Name: _____ (_____) 身份證／護照號碼： ID/Passport No.: _____ 職業： Occupation: _____ 地址： Address: _____	
	姓名： Name: _____ (_____) 身份證／護照號碼： ID/Passport No.: _____ 職業： Occupation: _____ 地址： Address: _____	
	姓名： Name: _____ (_____) 身份證／護照號碼： ID/Passport No.: _____ 職業： Occupation: _____ 地址： Address: _____	
	姓名： Name: _____ (_____) 身份證／護照號碼： ID/Passport No.: _____ 職業： Occupation: _____ 地址： Address: _____	
	姓名： Name: _____ (_____) 身份證／護照號碼： ID/Passport No.: _____ 職業： Occupation: _____ 地址： Address: _____	
簽署安排：在以上及續頁（如有）所列_____式簽名中，任何_____式即屬有效。 Signing Arrangement: The _____ Signature(s) set out above and in the Continuation Sheet(s) (if any), of which any _____ will be effective.		
特別指示： Special Instruction:		

以上所指的被授權簽字人（連同其簽字式樣）及簽署安排將以印鑑號\_\_\_\_\_代表。

The Authorized Signatory(ies) (together his/her/their specimen signature(s)) and Agreed Signing Arrangement referred to above shall be represented by Sign. No. \_\_\_\_\_

被授權簽字人（連同其簽字式樣）及簽署安排由印鑑號\_\_\_\_\_所代表。

Authorized Signatory(ies) (together with his/her/their specimen signature(s) and Agreed Signing Arrangement shall be represented by Sign. No. \_\_\_\_\_.

被授權簽字人（連同其簽字式樣）及簽署安排以參照賬戶\_\_\_\_\_（「所述賬戶」）而決定並以印鑑號\_\_\_\_\_代表（該印鑑號亦代表所述賬戶現時的被授權簽字人（連同其簽字式樣）及簽署安排）。

Authorized Signatory(ies) (together with his/her/their specimen signature(s)) and the Agreed Signing Arrangement shall be determined by reference to A/C., No. \_\_\_\_\_ (the "said A/C") and shall be represented by Sign. No. \_\_\_\_\_, which Sign. No. shall also represent the current Authorized Signatory(ies) (together with his/her/their specimen signature(s)) and Agreed Signing Arrangement of the said A/C. No.

被授權簽字人（連同其簽字式樣）及簽署安排列於下方簽署人在\_\_\_\_\_通過的董事會或管理組織的決議案，一份經驗證的摘錄已送交貴行。該等被授權簽字人及簽署安排將以所述決議摘錄中由下方簽署人代表所確認的印鑑號所代表。

Authorized Signatory(ies) (together with his/her/their specimen signature(s)) and Agreed Signing Arrangement are as set out in the resolutions of the board of directors or governing body of the undersigned passed on \_\_\_\_\_, a certified extract of which has been sent to you. Such Authorized Signatory(ies) and Agreed Signing Arrangement shall be represented by the Sign. No. acknowledged for and on behalf of the undersigned in the said certified extract of resolution.

由上文附表一所述的一方或其代表簽署  
Signed by or on behalf of the party described in Schedule 1 above

姓名：  
Name: \_\_\_\_\_

身份證／護照號碼：  
ID/Passport No.: \_\_\_\_\_

職業：  
Occupation: \_\_\_\_\_

地址：  
Address: \_\_\_\_\_

簽署：  
Signature: \_\_\_\_\_

姓名：  
Name: \_\_\_\_\_

身份證／護照號碼：  
ID/Passport No.: \_\_\_\_\_

職業：  
Occupation: \_\_\_\_\_

地址：  
Address: \_\_\_\_\_

簽署：  
Signature: \_\_\_\_\_

姓名：  
Name: \_\_\_\_\_

身份證／護照號碼：  
ID/Passport No.: \_\_\_\_\_

職業：  
Occupation: \_\_\_\_\_

地址：  
Address: \_\_\_\_\_

簽署：  
Signature: \_\_\_\_\_

姓名：  
Name: \_\_\_\_\_

身份證／護照號碼：  
ID/Passport No.: \_\_\_\_\_

職業：  
Occupation: \_\_\_\_\_

地址：  
Address: \_\_\_\_\_

簽署：  
Signature: \_\_\_\_\_

姓名：  
Name: \_\_\_\_\_

身份證／護照號碼：  
ID/Passport No.: \_\_\_\_\_

職業：  
Occupation: \_\_\_\_\_

地址：  
Address: \_\_\_\_\_

簽署：  
Signature: \_\_\_\_\_

姓名：  
Name: \_\_\_\_\_

身份證／護照號碼：  
ID/Passport No.: \_\_\_\_\_

職業：  
Occupation: \_\_\_\_\_

地址：  
Address: \_\_\_\_\_

簽署：  
Signature: \_\_\_\_\_

公司印章：  
Company's Chop

只供參考，並非簽署安排的一部份  
For reference only, not part of signing arrangement

介紹人的詳情 Details of Introducer:

姓名（英文）Name (In English): \_\_\_\_\_

姓名（中文）Name (In Chinese): \_\_\_\_\_

賬戶編號：  
Account No.: \_\_\_\_\_

電話號碼：  
Telephone No.: \_\_\_\_\_

簽署：  
Signature: \_\_\_\_\_



BANK OF CHINA HONG KONG BRANCH  
(the "Bank")  
**Notice to Customers relating to the  
Personal Data (Privacy) Ordinance (the "Ordinance")**

- (a) From time to time, it is necessary for customers to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services.
- (b) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services.
- (c) It is also the case that data are collected from customers in the ordinary course of the continuation of the banking relationship, for example, when customers write cheques or deposit money.
- (d) The purposes for which data relating to a customer may be used are as follows:-
  - (i) the daily operation of the services and credit facilities provided to customers;
  - (ii) conducting credit checks;
  - (iii) assisting other financial institutions to conduct credit checks and collect debts;
  - (iv) ensuring ongoing credit worthiness of customers;
  - (v) designing financial services or related products for customers' use;
  - (vi) marketing financial services or related products;
  - (vii) determining the amount of indebtedness owed to or by customers;
  - (viii) collection of amounts outstanding from customers and those providing security for customers' obligations;
  - (ix) meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches;
  - (x) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
  - (xi) purposes relating thereto.
- (e) Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph (d):-
  - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business;
  - (ii) any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
  - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (iv) credit reference agencies; and, in the event of default, to debt collection agencies;
  - (v) any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches; and
  - (vi) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer.
- (f) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any individual has the right:-
  - (i) to check whether the Bank holds data about him and of access to such data;
  - (ii) to require the Bank to correct any data relating to him which is inaccurate;
  - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank; and
  - (iv) in relation to consumer credit, to request to be informed 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 agency or debt collection agency.
- (g) 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.
- (h) The person to whom 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 is as follows:-

The Data Protection Officer  
Name of Bank: BANK OF CHINA HONG KONG BRANCH  
Address: 1 GARDEN ROAD, HONG KONG  
Telephone: 2826 6888
- (i) Nothing in this Notice shall limit the rights of customers under the Personal Data (Privacy) Ordinance.

Date: November 1998

## 中國銀行香港分行（“銀行”）

### 關於個人資料（私隱）條例（“條例”）致客戶的通知

- (a) 客戶在開立或延續戶口、建立或延續銀行信貸或銀行提供服務時，需要不時向銀行提供有關的資料。
- (b) 若未能向銀行提供該等資料可能會導致銀行無法開立或延續戶口或建立或延續銀行信貸或提供銀行服務。
- (c) 客戶與銀行在延續正常業務運作中，銀行亦會收集客戶的資料，例如，當客戶開出支票或存款時。
- (d) 客戶的資料可能會用於下列用途：
  - (i) 提供服務和信貸便利給客戶之日常運作；
  - (ii) 作信用檢查；
  - (iii) 協助其他財務機構作信用檢查及追討債務；
  - (iv) 確保客戶維持可靠信用；
  - (v) 設計為客戶使用的財務服務或有關產品；
  - (vi) 推廣財務服務或有關產品；
  - (vii) 確定銀行對客戶或客戶對銀行的負債款額；
  - (viii) 向客戶及為客戶的責任提供抵押的人士追收欠款；
  - (ix) 銀行或其任何分行為履行任何對其有約束力的法例的規定而作出披露；
  - (x) 使銀行的實在或建議承讓人，或銀行對客戶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
  - (xi) 與上述有關的用途。
- (e) 銀行會對其持有的客戶資料保密，但銀行可能會把該等資料提供給下述各方作第(d)段列出的用途：
  - (i) 任何代理人、承包人、或向銀行提供行政、電訊、電腦、付款、或證券結算或其他與銀行業務運作有關的服務的第三方服務供應者；
  - (ii) 任何對銀行有保密責任的人，包括銀行集團內已承諾保持該資料保密的公司；
  - (iii) 付款銀行向出票人提供已付款支票的副本（而其中可能載有關於收款人的資料）；
  - (iv) 資信調查機構；而在客戶欠賬時，則可將該等資料提供給收數公司；
  - (v) 銀行在根據對銀行或其任何分行具法律約束力的規定下而有責任對任何人作出披露；及
  - (vi) 銀行的任何實在或建議承讓人或就銀行對客戶的權利的參與人或附屬參與人或受讓人。
- (f) 根據條例中的條款及根據條例核准和發出的個人信貸資料實務守則，任何個人有權：
  - (i) 查該銀行是否持有他的資料及查閱該等資料；
  - (ii) 要求銀行改正任何有關他的不準確的資料；
  - (iii) 查明銀行對於資料的政策及慣例和獲告知銀行持有的個人資料種類；及
  - (iv) 在與個人信貸有關的情況下，要求獲告知哪些資料是會向資信調查機構或收數公司例行披露的，以及獲提供進一步資料，藉以向有關資信調查機構或收數公司提出查閱和改正資料要求。
- (g) 根據條例的條款，銀行有權就處理任何查閱資料的要求收取合理費用。
- (h) 任何關於查閱或改正資料，或索取關於資料政策及慣例或所持有的資料種類的要求，應向下列人仕提出：
  - 資料保護主任
  - 銀行名稱：中國銀行香港分行
  - 地址：香港花園道一號
  - 電話：2826 6888
- (i) 本通知不會限制客戶在個人資料（私隱）條例下所享有的權利。

一九九八年十一月