

親愛的顧客您好，

本行已調整《銀行帳戶條款及細則》，相關調整說明如下，請參閱。

一、基本調整：本行調整了各條文的順序，並且簡化及調整用語，以便您閱讀。

二、以下為其他調整的說明，調整均以底線顯示，刪除部分以刪除線顯示：

第一部份 一般條文

條文	修改詳情												
1	<p>新增“確認電話號碼”的定義，另調整部分現有定義詞語：</p> <p>1. 定義及解釋</p> <p>1.1 在本條款及細則中，除非上下文另有<u>要求</u>，否則下述的文字及詞語將具有下列所述的含意：-</p> <table border="1"><tr><td>“帳戶指令”</td><td>指其格式由本行規定的公司、合夥人、獨資、個人或聯名帳戶的開戶申請書、簽署安排、印鑑卡、確認安排及<u>所有其他文件關於開立、操作、維持、或結清帳戶，或建立及維持銀行服務發出</u>之指示或指令。</td></tr><tr><td>“聯營公司”</td><td>指本行位於香港或其他地方的總行、直接或間接的控股公司、附屬公司、子公司、關聯實體及其任何分行及辦事處（共同或單獨）。</td></tr><tr><td>“獲授權人員”</td><td>指為開立、操作或維持帳戶，或使用銀行服務而由客戶委任及不時變更並獲本行接納的人員，其指定授權及詳細資料載列於帳戶指令中。</td></tr><tr><td>“本行”</td><td>指玉山商業銀行股份有限公司香港分行，<u>及其承繼人及受讓人。</u></td></tr><tr><td>“<u>確認電話號碼</u>”</td><td><u>指客戶於帳戶指令所留存之電話號碼。</u></td></tr><tr><td>“<u>金融犯罪風險管理政策</u>”</td><td>指本行根據適用法律及規則不時為防制洗錢、恐怖分子融資、逃避制裁、欺詐、逃稅、賄賂、貪污及其他犯罪活動而採取的政策及程序。</td></tr></table> <p>1.6 在本條款及細則中所指的「<u>本條款及細則</u>」或其他文件，除非另有規定，均視作包括對本條款及細則或其他文件的不時加以任何方式修訂、延展、代替、取代及／或補充的版本及就本條款及細則及／或其他文件不時進行修訂、延展、代替、取代及／或補充的文件。</p>	“帳戶指令”	指其格式由本行規定的公司、合夥人、獨資、個人或聯名帳戶的開戶申請書、簽署安排、印鑑卡、確認安排及 <u>所有其他文件關於開立、操作、維持、或結清帳戶，或建立及維持銀行服務發出</u> 之指示或指令。	“聯營公司”	指本行位於香港或其他地方的總行、直接或間接的控股公司、附屬公司、子公司、關聯實體及其任何分行及辦事處（共同或單獨）。	“獲授權人員”	指為開立、操作或維持帳戶，或使用銀行服務而由客戶委任及不時變更並獲本行接納的人員，其指定授權及詳細資料載列於帳戶指令中。	“本行”	指玉山商業銀行股份有限公司香港分行， <u>及其承繼人及受讓人。</u>	“ <u>確認電話號碼</u> ”	<u>指客戶於帳戶指令所留存之電話號碼。</u>	“ <u>金融犯罪風險管理政策</u> ”	指本行根據適用法律及規則不時為防制洗錢、恐怖分子融資、逃避制裁、欺詐、逃稅、賄賂、貪污及其他犯罪活動而採取的政策及程序。
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2	<p>重編條文 2 內容，增加本條款及細則終止時，帳戶及銀行服務亦將同時被終止。另說明如個別銀行服務有新增條款及細則，當中條款與本條款及細則有差異時，以新增的條款及細則為準：</p> <p>2. 銀行服務</p> <p>2.1 本行根據本條款及細則及適用<u>法律及規則</u>向客戶提供一項或多項或全部的銀行服務。</p> <p>2.2 本行將按其絕對酌情不時決定的營業時間內提供銀行服務予客戶。</p> <p>2.3 於遵守適用法律及規則的前提下，本行有絕對酌情權在毋須事先通知客戶的情況下，於任何時間部份或全部地撤回、取消或撤銷銀行服務。</p> <p>2.4 為免生疑問，本行及客戶同意並聲明，根據本條款及細則的條文終止本協議時，<u>帳戶及銀行服務亦將同時被終止。</u></p> <p>2.5 若本行提供銀行服務時受到新增或個別的條款及細則的限制（下稱「<u>新增條款及細則</u>」），而新增</p>												

	條款及細則與本條款及細則的條文存在差異，則以新增條款及細則的條文為準。
3	<p>重編條文 3 內容，增加分行可於執行帳戶指示時對客戶、獲授權人員及指定人員進行身份核實的說明：</p> <p>3. 指示</p> <p>3.3 本行有權執行其合理地相信是來自客戶或代表客戶的獲授權人員所發出的任何指示或指令。除非適用法律及規則另有規定，本行沒有義務核實發出任何該等指示或指令的人士之身份或權限或其真實性。客戶或獲授權人員給予本行的指示或指令一經發出，只有在本行同意的情況下才可以部份或全部地取消、撤回、更改或修改，不論該等指示或指令是否予以執行。於不損害本行在本條款及細則項下的權利之情況下，本行在其認為必要的情況下保留要求客戶、獲授權人員或指定人員以本行規定的格式簽署確認書，以確認口頭指示或指令的權利（如果本行因其絕對酌情接受）。</p> <p>3.4 本行及客戶謹此聲明及同意，本行有權按其最終決定的方式，包括但不限於以電話對客戶、獲授權人員或指定人員的身份進行核實。一經本行所採用的方法核實後，有關交易的確認或查詢戶口的指示即被視為由客戶、獲授權人員或指定人員發出，且對客戶具有最終確定性的約束力。</p>
4	<p>重編條文 4 內容，說明獲授權人員及指定人員的授權範圍及限制，及直至本行完成辦理變更帳戶指令、增加或撤銷獲授權人員或指定人員的申請，客戶以原有帳戶指令發出的指示仍具有法律效力：</p> <p>4. 獲授權人員及指定人員</p> <p>4.1 倘若客戶決定委任獲授權人員或指定人員，客戶需以書面通知本行及向本行提供本行規定的獲授權人員或指定人員的詳細資料及/或獲授權人員的簽署式樣及所有其他資料。獲授權人員將根據帳戶指令獲授權代表客戶開立（如客戶作出如此授權並被本行接受）、操作、維持或處理所有與帳戶及/或銀行服務的其他事宜，但下列事項除外：-</p> <p>(i) 申請開立新戶口或使用新服務；</p> <p>(ii) 結清帳戶或終止銀行服務；</p> <p>(iii) 任何更改獲授權人員、指定人員、簽署安排及/或確認安排；及</p> <p>(iv) 任何更改客戶、獲授權人員或指定人員的通訊地址、聯絡號碼或該等人士的其他個人資料。除非得到客戶同意並被本行接受。</p> <p>4.2 指定人員無權發出任何指示或指令，或處理與帳戶及/或銀行服務相關的其他事宜，僅獲授權確認由客戶或獲授權人員就帳戶及銀行服務發出的指示或指令，或進行戶口餘額、交易詳情查詢或本行與客戶約定的其他查詢，為免生疑問，本行及客戶確認及同意指定人員僅須確認客戶或獲授權人員的指示或指令，或根據確認安排進行查詢。</p> <p>4.3 獲授權人員代表客戶發出的任何指示或指令，均須以帳戶指令及簽署安排的項下方式或根據不時生效的帳戶指令及簽署安排發出。除非及直至本行實際上收到客戶依照本條款及細則送達的撤銷通知書，否則其帳戶指令及簽署安排具有十足的法律效力。</p> <p>4.4 除非客戶與本行另有書面約定，否則獲授權人員、獲授權人員的簽署式樣、簽署安排、指定人員及/或確認安排的任何變更、增加或撤銷將不具任何作用，除非及直到本行實際收到本行認為滿意的形式及內容之該等文件及/或授權，且有合理的機會處理該等變更、增加或撤銷。若本行於根據該等變更、增加或撤銷確認處理完成前的帳戶指令，從而執行獲授權人員的所有行動、事項、指示、命令或指令或指定人員的所有行動、事項、確認或查詢，本行毋須承擔任何責任。</p>
5	<p>重編條文 5 內容，增加本行免除責任的說明-，如虛假指令、詐騙行為及因為客戶行為引致之資訊安全事故：</p> <p>5. 責任範圍</p> <p>5.1 於適用法律及規則容許的最大範圍內及受限於本條款及細則的條文，不論於任何情況下，本行對</p>

下列各項直接或間接地導致或引致客戶的損失或損害均毋須承擔任何責任：—

- (i) 取消、終止或暫停所有或任何帳戶及／或銀行服務（視屬何情況而定）；
- (ii) 取消、撤回、撤銷或暫停客戶的交易、指示或指令，或任何因超越本行能控制的情況或事情而不能執行或進行之客戶的交易、指示或指令；
- (iii) 於客戶傳送的指示或指令或其他資料時發生的任何阻礙、暫停、延誤、損失、損害或其他故障或失誤；
- (iv) 任何電訊服務供應商、設備或中介裝置洩露客戶通過上述媒介傳送予本行、本行的代理人或第三方或由本行、本行的代理人或第三方通過上述媒介傳送予客戶的指示或資訊；
- (v) 涉及銀行服務的自然現象、政府的行動、水浸、火警、動亂、罷工、戰爭或任何其他超越本行能合理控制的原因而產生的任何機械故障、電力故障、機能失效、損壞、阻礙或設施或裝置的不足；
- (vi) 因虛假指令、指示或任何其他詐騙行為而達致的任何交易；及
- (vii) 客戶未能保護其資料，包括但不限於，登錄名稱或密碼以防止任何網絡攻擊或任何未經授權的使用風險。

5.2 除非因本行的重大疏忽、故意失責或欺詐所導致，本行對於經本行合理謹慎地選擇的任何交易對手、專業顧問、第三方服務提供者或代理人或任何締約方或根據協議聘用的任何人士（視屬何情況而定）的作為或不作為而直接或間接導致客戶的損失或損害毋須承擔任何責任。儘管有上述規定，本行不對任何該等交易對手、專業顧問、第三方服務提供者或代理人的償付能力、適當性及恰當性作出任何保證。

6

由原條文 8 移至條文 6，重編條文內容，說明客戶為使用本行銀行服務對本行作出的保證事項：

6. 聲明及保證

6.1 客戶聲明及保證：—

- (i) 客戶有充分的權力及權限簽署及交付本協議及與其相關的任何其他文件，以履行客戶在本協議及每筆交易項下的義務，並已採取一切必要行動授權該等執行、交付及履行；
- (ii) 任何該等執行、交付及履行均不會違反或與任何適用法律及規則、任何憲法文件、任何押記、信託契約、合同或其他文書的任何條文，或任何適用於、約束或影響客戶或任何客戶資產，或要求客戶設置任何留置權、擔保權益或產權負擔的合同限制或產生衝突；
- (iii) 客戶已取得與本協議相關的所有政府、監管機構及其他同意，並維持十足效力，並且已符合任何該等同意的所有條件；
- (iv) 本協議項下的義務構成對客戶的合法、有效及具約束力的義務，並可根據其各自的條款予以強制執行；
- (v) 客戶將遵守適用法律及規則，及任何相關司法管轄區、交易所、市場或監管機構不時適用於客戶及本行的披露要求；
- (vi) 客戶將迅速向本行提供（或促使第三人向本行提供）本行可能要求的資訊及協助，以使本行能夠協助或履行本協議項下的任何義務；及
- (vii) 如果帳戶是客戶戶口，客戶已建立可靠的系統以核實顧客的身分及建立適當的系統及控制，以將集合戶口中的資金分配予各個潛在顧客。此外，客戶信納用於開立帳戶或通過帳戶的資金來源。

6.2 客戶保證並承諾，根據本行的要求追認及確認本行在適當履行本協議項下的職責或義務過程中，依法採取或導致採取的任何行為、契約、事情或事項。

6.3 客戶保證並承諾，向本行、其代理人及僱員於因客戶違反或未能履行本協議項下的任何義務而導致的所有損失、損害、成本、收費、債務及開支作出充分及有效的彌償。

7	<p>新增條文 7，說明本行會盡力遵循客戶發出的指令，但在特定情境下，本行毋須為客戶損失而承擔責任：</p> <p>7. 責任及彌償</p> <p>7.1 本行須盡其最大努力遵循並執行客戶就帳戶、銀行服務及交易發出及被本行接受的指示或指令，但前提是，本行及其任何董事、高級職員、僱員或代理人（除非已確定本行或其任何一方存在欺詐及故意違約行為）對客戶因以下原因遭受的任何損失、費用或損害毋須承擔責任（不論是合同、侵權或其他形式）：-</p> <p>(i) 本行無法、未能或延遲遵循或執行任何模糊或有缺陷的指示或指令；</p> <p>(ii) 除非適用法律及規則另有規定，本行真誠地依賴客戶的任何指示或指令，不論該指示或指令是否本行或聯營公司或其任何董事、高級職員、僱員或代理人已經或曾經提供任何建議或意見之後發出；及</p> <p>(iii) 對通過電子方式或官方線上平台的通信發出的任何指示或指令的誤解，或由於電子傳輸擁堵或任何其他原因而導致的傳輸延遲或錯誤，或任何機械故障、暫停或終止持續操作或可用性、機械故障或本行的接收及處理指令之電話或電信系統或與接收及處理由電信設備（不論是桌上型電腦、移動設備或其他設備）及所有其他相關設備、設施及服務傳輸之不足。</p> <p>7.2 本行對客戶的任何重大疏忽或故意違約之責任不應延伸至任何間接、相應的或懲戒性之損害、費用、損失或成本，以及任何利潤損失的損害（不論其是否合理地可預見）。</p>
8	<p>由原條文 9 移至條文 8，說明客戶以港幣以外貨幣進行交易會有的匯率風險：</p> <p>8. 匯率風險</p> <p>8.1 對於以港幣以外的貨幣於帳戶項下或有關銀行服務的任何交易，客戶知悉由於匯率的波動，該等交易有可能導致盈虧，而該等損失或利潤須全部由客戶獨自承擔。</p>
9	<p>由原條文 10 移至條文 9，增加本行有權採取的合規行動，包括拒絕客戶新申請或終止銀行服務或帳戶、及依監管機構或執法機構的要求披露資料：</p> <p>9. 合規行動</p> <p>9.1 儘管本條款及細則的條文另有規定，本行可按其絕對酌情權，有權採取或不採取任何行動以遵循適用法律及規則及金融犯罪風險管理政策（下稱「合規行動」）；或不向受制裁的任何人士或實體（不論是否受到聯合國、本地或外地之金融貿易制裁或其他方式制裁）提供銀行服務。合規行動包括但不限於：-</p> <p>(i) 暫停、否決申請或拒絕處理或進行本協議項下擬進行的任何命令、指令、指示或交易，或拒絕履行有關本協議項下擬進行的任何命令、指令、指示或交易之存款或付款；</p> <p>(ii) 終止或暫停銀行服務及帳戶的操作（不論全部還是部分）；</p> <p>(iii) 拒絕受理開立新帳戶或新服務的申請；</p> <p>(iv) 拒絕處理終止帳戶的申請；</p> <p>(v) （如果根據本行的合理意見認為，向客戶支付或應客戶要求支付的任何款項違反了適用法律及規則）立即向客戶追回該款項，不論是否與客戶達成的任何其他相反協議；</p> <p>(vi) 篩選、攔截及調查通過本行系統或其他系統發送予客戶或由客戶發送的任何支付信息及其他資訊或通訊；</p> <p>(vii) 進一步查詢資金來源或目的地、任何指示、指令或交易的詳細資料、原因及目的，及可能為受制裁方的名稱是否實際指該方；及</p> <p>(viii) 向主管或監管機構或執法機構報告可疑交易並披露與帳戶、銀行服務、客戶、獲授權人員或指定人員有關的資訊（不論是個人、交易、機密或其他資訊）。</p> <p>9.2 為免生疑問，本行將毋須承擔客戶或任何一方因以下原因或與之相關而衍生的任何（不論是直接</p>

- 的、間接的或後繼的)損失,包括但不限於利潤或利息損失,或任何損害:—
- (i) 由於全部或部分的合規行動而引致本行的任何延遲或未能處理任何付款信息,或其他資訊或通訊或任何來自客戶的要求,或延遲或未能履行其責任或與任何命令、指令、指示或交易相關的其他義務;及
 - (ii) 本行行使本條文項下的任何權利,或根據本條文的任何作為或不作為。

10 由原條文 11 移至條文 10:

10. 終止及暫停

10.1 於不影響本條款及細則的其他條文之一般性及受限於適用法律及規則的情況下,及於不影響繼續操作任何一個或多個帳戶及/或使用任何一項或多項銀行服務的情況下,本行可向客戶發出 30 個曆日的通知後,按其絕對酌情權終止一個或多個或全部帳戶及/或銀行服務。

10.2 倘若本行合理地知悉或懷疑帳戶或銀行服務直接或間接地被營運或用於犯罪或其他非法活動,或帳戶項下的財產直接或間接與犯罪活動相關或涉及犯罪活動,本行有權於毋須事先通知客戶的情況下立即終止帳戶。

10.3 倘若發生下列任何一項事項,本行保留毋須通知客戶的情況下即時暫停或終止帳戶及/或銀行服務的權利:—

- (i) 客戶違反或未能履行或遵守本條款及細則(包括但不限於客戶未能結算任何交易、支付任何到期款項或履行與帳戶及/或銀行服務相關的任何其他義務);
- (ii) 客戶根據本條款及細則作出的任何確認時,該確認於作出時,在任何重大方面被證明是虛假或具誤導性的;
- (iii) 本行收到與操作、維持或結清帳戶或使用銀行服務有關的違規行為(不論是實際的、推定的或其他的違規行為)通知;
- (iv) 本行收到由客戶、獲授權人員或指定人員發出不一致的指示或指令;
- (v) 本行收到客戶之間(如果客戶由二人或多人組成);及/或獲授權人員或指定人員之間;及/或,假若客戶是一家公司(不論是獨資、合夥或有限公司),客戶的董事/股東/合夥人之間的任何實際或推定之爭議通知;
- (vi) 帳戶自根據本條款及細則第 17 條其餘額變為零的靜止戶之日起計之 90 個曆日內,或於本行不時最終決定的期限內並未重新啟動;
- (vii) 對於新戶口而言,自開戶流程完成之日起計的連續 90 個曆日,或本行不時及於任何時候最終決定的期限內均未進行任何交易;或
- (viii) 本行已收到涉及帳戶及/或銀行服務擁有權或權益的實際或推定之爭議通知。

10.4 本行根據本第 10 條終止或暫停帳戶及/或銀行服務:—

- (i) 於不損害及不影響任何已完成的交易情況下,任何或所有於終止或暫停時已發動但仍未完成的交易將會被繼續完成、交收及交付(除非本行另有決定);
- (ii) 不損害及不影響任何已產生的權利、現行的承諾或任何擬於終止本條款及細則後仍然生效的條文;及
- (iii) 客戶除必須繳付下列各項費用外,並無罰款或其他附加費用:
 - (a) 所有於本協議項下仍未繳清的款項及收費;
 - (b) 本行於本協議項下代客戶墊支的任何支出;
 - (c) 本行於終止本協議時代客戶墊支的任何額外支出;及
 - (d) 因了結帳戶及/或銀行服務項下仍未履行的義務而引起的任何損失或損害。

10.5 客戶向本行發出事先書面通知後,可按照本行不時規定的方式及條件終止任何帳戶及/或銀行服務,但須支付本行按其絕對酌情權決定徵收的手續費或收費,前提是餘下的帳戶及/或銀行服務應繼續根據本條款及細則營運或使用。倘若客戶因不接受本條款及細則的任何新增、修訂或刪除而終止帳戶及/或銀行服務,本行不得就該終止向客戶收取任何費用或收費,前提是客戶已就該終止於該等新增、修訂或刪除生效前,或於本行不時按其絕對酌情權決定的通知時限內給予本行書面通知。本行亦須按比例退回任何年費或其他定期收費,前提是該等費用或收費可以被獨立區分,除

	<p>非所涉及的金額微不足道。</p> <p><u>10.6</u> 倘若本行按其絕對酌情權規定之開立帳戶或使用銀行服務的手續或程序尚未完成或未了結，則應暫停帳戶的操作或銀行服務的使用，直至完成手續及程序。此外，除非事先得到本行書面同意，否則不得提取、轉移或以其他方式處置存入帳戶或銀行服務項下已支付的款項。</p>
11	<p>新增條文 11，說明本行可在發生與帳戶及銀行服務有關的任何爭議時訴諸法律程序而相關衍生的費用將由客戶負責：</p> <p><u>11. 訴諸法律程序</u></p> <p><u>11.1</u> 本行有絕對酌情權向有管轄權的法院申請解決與帳戶及銀行服務有關的任何爭議，包括但不限於，(i) 帳戶及/或銀行服務項下資金的擁有權或權利；(ii) 帳戶及/或銀行服務項下的任何或所有權益及權利之實益擁有權；(iii) 獲授權人員、指定人員的授權，或客戶及/或獲授權人員發出的任何指示或指令的真實性，或指定人員作出的任何確認之真實性；或(iv) (僅適用於公司客戶) 客戶管理或行政權或股東權利及利益。</p> <p><u>11.2</u> 本行及客戶謹此聲明及同意，客戶須就本行根據第 11.1 條訴諸法律程序及本協議所述爭議而產生的或與其相關的所有損失、損害、付款要求、行動、法律程序、費用 (包括全額彌償基礎上的法律費用) 及開支向本行作出賠償。為此，本行有權從帳戶中扣除所有損失、損害、成本及費用。</p> <p><u>11.3</u> 為免生疑問，本行及客戶亦聲明及同意，本行有權就第 11.1 條所述爭議尋求專業意見 (包括但不限於法律意見)，本行在尋求專業意見時產生的所有成本及費用應向客戶報銷 (在全額彌償的基礎上)。為此，本行有權從帳戶中扣除於其所產生的所有成本及費用。</p>
12	<p>由原條文 13 移至條文 12，重編條文內容，新增、修訂說明：</p> <ul style="list-style-type: none"> • 本行於本條文的權利不應損害本行在任何時候有權享有的其他權利 • 聯名帳戶亦適用本條文，可用於清償一名或多名聯名帳戶持有人之到期未償債務 • 本行會盡所能於執行抵銷或合併時通知客戶 <p><u>12. 留置、抵銷權及合併</u></p> <p><u>12.1</u> 除本行根據適用法律及規則有權享有的一般銀行留置權、抵銷或相類似的權利外，及在不影響上述各項權利的前提下，本行可以<u>不時</u>為其本身及作為<u>任何</u>聯營公司代理人，在毋須事先給予客戶通知的情況下：—</p> <p>(i) 結合或合併客戶在本行及/或聯營公司內開立的所有帳戶，不論是個人帳戶或聯名帳戶或其他任何類型的帳戶。本行可以將任何該等帳戶內之款項或其他資產抵銷或轉讓，用以償還客戶拖欠本行及/或任何聯營公司的到期債務、義務或責任，不論該等債務、義務或責任是實有或或有、主要或附屬、有抵押或無抵押、共同或分別的；及</p> <p>(ii) 倘若客戶有任何到期未付的款項，保留所有或任何存放於或由本行及/或聯營公司以其他方式代客戶或以客戶名義持有的證券、貴重物品或任何其他資產或財產，不論上述證券、貴重物品或其他資產或財產是屬於保管性質或其他性質。同時，本行可將上述證券、貴重物品或其他資產或財產或其任何部份以本行決定的價格及方式出售。為此，本行可聘用代理人或經紀並可將所得款項於扣除本行所有費用及支出後，用以解除或抵銷本協議下的任何或所有欠款或未了結的責任或義務。</p> <p><u>12.2</u> 本行及/或聯營公司可按其絕對酌情權於任何時候在毋須通知客戶的情況下，將帳戶內或銀行服務項下的任何款項以合法途徑按當下的兌換率兌換成任何貨幣，以達到合併、抵銷或轉讓的目的。</p> <p><u>12.3</u> 本行及/或聯營公司對客戶沒有義務根據第 12.1 條就該等的任何交易、銷售或處置獲得最佳價格。本第 12 條規定本行的權利不應損害任何其他抵銷權、帳戶合併權、留置權或本行及/或聯營公司在任何時候有權享有的其他權利 (不論其通過法律、合同或任何其他方式運作)。</p>

	<p><u>12.4</u> 為免生疑問，在聯名帳戶的情況下，本行可行使第 12.1 條及第 12.2 條中的權利將聯名帳戶的任何貸方餘額用於清償該帳戶的一名或多名聯名帳戶之持有人拖欠本行的任何到期未償之債務。</p> <p><u>12.5</u> 本行將在可行的情況下及時通知客戶任何該等抵銷或合併（包括帳戶的聯名帳戶持有人），但未能或延遲通知客戶並不會導致本行行使該等權利無效。</p>
13	<p>由原條文 14 移至條文 13：</p> <p><u>13.</u> 費用、收費、佣金與利息</p> <p><u>13.1</u> 本行有權按照其不時公佈或宣佈的任何費用、徵費、收費、利息及/或佣金表中列出的利率，對任何帳戶的操作、維持或結清，或向客戶提供任何銀行服務徵收或收取該等費用、利息、收費及/或手續費。該等費用、徵費、收費、利息及/或佣金表應上傳至官方線上平台，或在本行的主要營業地點中展示，或以本行認為合適的其他方式展示，並當客戶要求時將其提供予客戶。本行謹此獲客戶授權可從其帳戶中扣除費用、徵費、收費、利息及/或佣金，用以支付相關款項。</p> <p><u>13.2</u> 本行保留在給予客戶不少於 30 個曆日的事先通知後更改、修訂或修改利率或其計算基礎的所有權利。本行可通過其認為合適的渠道或方式發放該等通知，包括但不限於郵寄、電子方式或結單附件、展示在本行的主要營業地點或上傳至官方線上平台。</p> <p><u>13.3</u> 客戶須根據所有適用法律及規則及本行慣例，按照本行規定的利率，於實際日曆天數除以 360 或 365，向本行支付從到期日至實際支付日（判決前後）客戶應付給本行的所有未付款項的應計利息。</p> <p><u>13.4</u> 客戶須按要求向本行償還及彌償本行因任何取消、終止及/或解除與任何帳戶或銀行服務相關的任何合同或安排而產生或衍生的所有責任、成本（包括但不限於全額彌償基礎上的法律成本）及開支；或與本條款及細則項下任何保存、保護或強制執行本行權利有關的所有責任、成本及開支。</p>
14	<p>由原條文 15 移至條文 14：</p> <p><u>14.</u> 結單及確認書</p> <p><u>14.1</u> 本行須每月向客戶提供帳戶結單，但以下情況除外：</p> <ul style="list-style-type: none"> (i) 已提供存摺或其他交易記錄； (ii) 在涵蓋該結單所述期間沒有記項； 或 (iii) 與客戶另有約定。 <p><u>14.3</u> 惟本行在下列情況下不應行使其第 14.2 條項下的權利：-</p> <ul style="list-style-type: none"> (i) 由於任何第三者（包括但不限於客戶的任何僱員或代理人）偽冒或詐騙而引致的未經授權之交易，而本行對該等交易未能採取合理謹慎及技巧加以識破； (ii) 由於本行的任何僱員或代理人偽冒或詐騙而引致的未經授權之交易；或 (iii) 由於本行重大疏忽或故意失責而引致的其他未經授權之交易。 <p><u>14.4</u> 如果客戶希望訂閱電子結單服務（定義見下文）並從本行接收電子結單（定義見下文），除本第 14 條外，本條款及細則第四部分亦將適用。</p>
15	<p>由原條文 16 移至條文 15：</p> <p><u>15.</u> 通訊及非紙質資訊</p> <p><u>15.1</u> 除非客戶與本行另有約定，否則本行可通過電子方式、官方線上平台或本行認為其他可供客戶下載的非紙質資料及資訊的合適渠道，以傳遞數據及訊息，包括但不限於以下各項：-</p> <ul style="list-style-type: none"> (i) 與帳戶及/或銀行服務相關的條款及條件；

	<p>(ii) 與帳戶及/或銀行服務相關的條款及條件的變更；</p> <p>(iii) 費用及收費的變更；</p> <p>(iv) 帳戶結單；</p> <p>(v) 客戶對本行提出投訴時的投訴確認書；</p> <p>(vi) 存款收據或通知；</p> <p>(vii) 貸款和透支詳情（如適用）；</p> <p>(viii) 擔保或第三方擔保相關文件（如適用）；及</p> <p>(ix) 與帳戶及/或銀行服務相關的其他通知、確認書、成交單據、通知或資訊。</p>
16	<p>由原條文 17 移至條文 16：</p> <p><u>16. 靜止戶</u></p> <p><u>16.1</u> 當帳戶項下未進行交易或未記入帳戶的記項（但不包括由本行發起的交易），包括但不限於，在本行不時規定的期限內借記費用或收費以及支付利息；且帳戶在規定期限內的總餘額低於本行不時規定的金額，本行得將符合上述說明之帳戶轉列為靜止戶。如果帳戶被歸類為靜止戶，本行有絕對權利：-</p> <p>(i) 限制帳戶的操作，並就客戶對使用及操作帳戶施加條件；</p> <p>(ii) 關閉帳戶；</p> <p>(iii) 暫停帳戶至一段本行認為合適的時限；</p> <p>(iv) 給予客戶 14 個曆日的事先通知後向帳戶施加服務費；</p> <p>(v) 暫停計息及支付；及/或</p> <p>(vi) 暫停提供帳戶結單。</p> <p><u>16.2</u> 在不影響上述條文的情況下，客戶可能被禁止通過帳戶進行任何活動及任何交易，包括但不限於帳戶為靜止戶時的匯款及網上銀行服務。</p> <p><u>16.3</u> 如果客戶有意重新啟動靜止戶，客戶需要與本行聯繫，並向本行提供所有必須的資料及文件，使本行能夠遵守金融犯罪風險管理政策項下的客戶盡職調查要求，以及本行不時採納的其他程序及措施。本行可根據本條款及細則第 <u>13.1</u> 條的規定收取該等啟動靜止戶的費用。</p>
17	<p>由原條文 18 移至條文 17，並重編條文內容：</p> <p><u>17. 收賬</u></p> <p><u>17.1</u> 本行有權聘用債務追收代理人以追收客戶在本協議下到期但未付的任何款項。客戶同意並確認已被忠告，客戶須彌償本行在聘用債務追收代理人時所合理地產生的<u>所有合理成本</u>、費用及開支。</p>
18	<p>由原條文 12 移至條文 18，增加說明客戶應支付的款項應不受任何限制地以全額支付本行：</p> <p><u>18. 不可扣除的付款</u></p> <p><u>18.1</u> 客戶於本協議項下須支付的所有款項均應以港元及本行不時規定的貨幣支付，且該等付款不受任何目前、未來或或有的稅費、徵稅、進口稅、關稅、收費、費用或預扣稅限制，亦不存在抵銷、反申索或任何限制、條件或扣除，並以全額支付予本行。如果客戶受到法律強制進行任何扣減或預扣，客戶應立即向本行支付額外金額，導致本行能收到的淨金額等同於在沒有該等扣減或預扣的情況下本應收取的全部金額。根據第 18 條的規定應支付的任何額外金額應視為約定的補償而非利息。</p>
19	<p>由原條文 6 移至條文 19，並重編條文內容：</p> <p><u>19. 放棄權</u></p>

	<p><u>19.1 本行不行使或執行，及延遲行使或執行本協議項下的任何權利、補救、權力或特權，均不得視為放棄有關權利、補救、權力或特權。單一地或部分行使或執行本協議項下的任何權利、補救、權力或特權不應視為放棄有關權利、補救、權力或特權，應不排除進一步行使或執行或以任何其他方式行使或執行任何其他有關權利、補救、權力或特權。本協議賦予本行的權利、補救、權力及特權是累加的，將不會取代適用法律及規則或本行持有的其他文件所賦予本行的任何權利、補救、權力及特權。</u></p>
20	<p>由原條文 7 移至條文 20，列明本行如因不可抗力的因素而未能履行義務，可免於承擔責任的說明：</p> <p><u>20. 不可抗力</u></p> <p><u>20.1 儘管本行須盡最大努力及時履行其義務，但對於因超出本行合理控制範圍的任何原因（包括但不限於任何通信、系統或電腦故障、市場干擾、暫停、失效或關閉，或任何法律或政府或監管要求的強加或變更（包括解釋的變更））而導致本行須部分履行或未能履行的任何義務，本行將毋須承擔任何責任，且本行亦毋須對客戶因此而遭受或承受的任何損失、損害、法律程序、付款要求、成本及費用承擔任何責任。</u></p>
21	<p>由原條文 19 移至條文 21，新增說明可作為終局性證據之紀錄類型：</p> <p><u>21. 終局性證據</u></p> <p><u>21.1 除明顯錯誤外，本行保存的帳簿及紀錄（包括但不限於電子紀錄、電話會議紀錄、錄音、任何形式的通訊以及本行僱員或代理人在交易過程中記錄的任何手寫筆記）與客戶就帳戶及/或銀行服務而言，應為終局性的證據及對客戶具有約束力，且可用於所有目的及所有法庭上。</u></p>
22	<p>由原條文 20 移至條文 22，新增獨立承判商可因適用法律及規則而提供或披露客戶資料之說明：</p> <p><u>22. 保密委託及外判</u></p> <p><u>22.2 於不損害上述第 22.1 條項下關於披露規定的情況下，客戶謹此授權本行及任何聯營公司於毋須再進一步通知客戶及取得其通知及同意下，向相關監管機構披露個人資料及其他與客戶、獲授權人員、指定人員、帳戶及銀行服務有關的其他個人訊息或數據、報告、記錄或文件，以及可能需要或本行可能認為合適的其他資訊，並提供與客戶、獲授權人員、指定人員相關的電子記錄或其他文件，但上述的情況只適用於按照相關監管機構要求本行披露或提供該等資訊以協助其進行任何調查或詢問，或由有管轄權的法院要求本行披露或提供該等資訊，或該等披露或提供符合公眾利益或本行或客戶的利益，或在客戶同意或默示的情況下披露或提供。</u></p> <p><u>22.3 受限於適用法律及規則，本行有權將其於本協議項下的任何職能，包括但不限於行政、營運、電訊、電腦、客戶服務、數據傳輸及處理、備份支援及/或所有其他與銀行服務及/或業務有關的其他職能，按本行認為合適的方式（不論在香港或其他地方）外判予聯營公司、本行的授權代理人、第三方服務供應商或任何其他人士（下稱「獨立承判商」），前提是本行仍對該等外判活動承擔最終責任。客戶謹此同意及確認獨立承判商可能需要按照適用法律及規則履行披露責任，及因遵循適用法律及規則及監管或其他主管機構（包括但不限於政府部門及局、司法機關或稅務機關）所發出並適用於獨立承判商的指令、守則或指引，從而向適用法律及規定所指的任何第三方提供或披露客戶的個人資料及其他與客戶、獲授權人員、指定人員、帳戶及銀行服務有關的其他個人訊息或數據、報告、記錄或文件。</u></p> <p><u>22.4 客戶及/或獲授權人員（如有）及/或指定人員（如有）謹此同意本行為根據本條款及細則及與按本行不時發出的「關於個人資料（私隱）條例致客戶的通知」（下稱「個人資料聲明」）之目的而使用、處理或轉移所有已執行的交易、行動或其他目的項下之個人資料（下稱「該目的」），個人資料聲明將通過郵寄、上傳至官方線上平台、在本行主要營業地點所展示，或以本行認為合適的其他方式向客戶及/或獲授權人員（如有）及/或指定人員（如有）分發，但前提是本第 22 條不</u></p>

	<p>得損害個人資料聲明的條文。</p> <p><u>22.5</u> 客戶謹此向本行提供其事先的一般授權，以便本行：-</p> <p>(i) 指定處理者處理個人資料；及</p> <p>(ii) 根據該目的將客戶的個人資料轉移至香港以外的地方，</p> <p>前提是上述須符合《私隱條例》、適用的資料保護法律及最新版本的個人資料聲明。</p> <p><u>22.6</u> 客戶謹此同意，本行毋須對根據本第 22 條進行的任何披露或提供所產生的任何後果負責。</p> <p><u>22.7</u> 儘管本協議、帳戶或銀行服務終止，第 22 條仍屬有效及維持全面效力。</p>
23	<p>由原條文 20 移至條文 23，並重編條文內容：</p> <p><u>23.</u> 利益衝突與披露</p> <p><u>23.1</u> 就任何交易，本行及/或聯營公司與客戶可能會直接或間接地在交易中產生利益、關係、安排或責任上的衝突（下稱「<u>重大利益</u>」）。本行須採取一切合理步驟，並根據所有適用法律及規則令客戶於任何該等交易中得到公平的對待。</p> <p><u>23.2</u> 於適用法律及規則容許的最大範圍內，儘管存在重大利益，本行有權向客戶提供意見或推薦，或為客戶或與客戶進行交易，或作為客戶的代理人或提供銀行服務及任何其他服務，而本行亦無責任向客戶披露由上述交易而產生的任何利益。</p> <p><u>23.3</u> 於適用法律及規則容許的最大範圍內，本行除了須向客戶通知所收取的有關收費或佣金外，本行毋須向客戶披露本行在交易上所收取的任何利益、佣金或報酬（不論從客戶身上獲得或因重大利益或其他方式獲得）。</p>
24	<p>由原條文 22 移至條文 24，重編條文內容，新增本行記錄口頭指示或通訊的方式及本行如遇到客戶安全風險事故將盡速通知客戶的說明：</p> <p><u>24.</u> 交易記錄及通報</p> <p><u>24.1</u> 於提供銀行服務或進行本協議項下交易的過程中，本行或本行的代理人可能需要（但非必要）通過音頻、視頻或其他方式（不論是數碼方式或其他方式），記錄就帳戶或銀行服務從客戶、獲授權人員或指定人員收到的任何口頭指示或指令，及/或雙方之間的任何口頭通訊。</p> <p><u>24.2</u> 本行可在縮微攝影／掃描後銷毀與帳戶或銀行服務相關的<u>任何該等紀錄或文件</u>，並可在本行認為適當的一段時間後銷毀任何該等縮微攝影／掃描紀錄。</p> <p><u>24.3</u> 倘若客戶發現用於帳戶及銀行服務向本行發出指示或指令所須的身分證明文件、法團印章或圖章遺失，客戶有責任立即以書面通知本行。本行對於任何在未收到該通知前憑上述文件或法團印章／圖章而支付的任何款項或進行的任何交易均毋須承擔任何責任。</p> <p><u>24.4</u> 一旦本行意識到與本行有關的網路威脅、欺詐、詐騙、虛假營銷及促銷通信及其他客戶安全風險，本行應盡最大努力及儘快以其認為合適的方式發佈警告資訊或警報以通知客戶。</p>
25	<p>由原條文 23 移至條文 25，並增加不同通知方式，如郵寄或電子方式，視為有效送達通知的時間說明：</p> <p><u>25.</u> 通知</p> <p><u>25.1</u> 本行根據本協議發出的通知、請求或付款要求可以郵遞、專人送遞、電報、電傳、傳真、電子方式或以官方線上平台公告的方式送達。該等通知、請求或付款者以郵遞方式送達時，如在香港境</p>

	<p><u>內送達或發出，於投寄翌日已視作為有效地送達（儘管其後該郵件由於未能送達而被退回）；如在香港境外送達或發出，則於郵寄後的第5個日曆日已視作有效地送達；如通過專人遞送、發出電報、電傳、傳真、以電子方式或官方線上平台公告方式通知客戶，發送至客戶的最後或通常已知地址（不論是實際地址還是電子地址）或上載至官方線上平台（視屬何情況而定），則在發出當日或上載至官方線上平台當日被視作為有效送達通知。</u></p> <p>25.2 <u>客戶、客戶的法定代表人或客戶的遺產代理人可以通過郵遞、專人遞送、電報、電傳或傳真將通知送達至本行的註冊辦事處或最後所知的地址，除非及直至本行實際收到該等郵遞、專人遞送、電報、電傳或傳真，否則該等不應被視作為已妥為送達。</u></p>
26	<p>新增條文 26，說明時間為履行本協議下有關責任及義務的重要因素：</p> <p><u>26. 時間要素</u></p> <p>26.1 <u>在履行本協議項下的任何或所有客戶的責任及義務時，時間在各方面都至關重要。</u></p>
27	<p>由原條文 24 移至條文 27，重編條文內容，新增客戶應確保其提供資料之正確性及真實性及以電子方式傳輸資料的風險說明：</p> <p><u>27. 資訊變更</u></p> <p>27.1 <u>客戶及本行各自向對方承諾，於本協議中提供的資訊發生任何重大變化時將通知對方。特別是，但不限於客戶及本行同意：—</u></p> <p>(i) <u>倘若本行的業務發生任何重大變化可能影響其向客戶提供的銀行服務時，本行須通知客戶；及</u></p> <p>(ii) <u>客戶須通知本行其名稱、地址、詳細資料及任何資訊的變更，並提供本行合理地要求的證明文件。</u></p> <p>27.2 <u>客戶同意並承認，客戶的資訊之任何更改只有在被實際存錄於本行記錄後才生效。客戶進一步同意並承認，本行將依賴客戶所提供訊息的準確性及完整性，並向本行保證及聲明，客戶不時提供的所有該等資訊及任何其他資訊均是真實、正確及最新的。</u></p> <p>27.3 <u>客戶同意，本行可使用客戶提供的聯繫資訊（包括但不限於地址、電子郵件地址及手機號碼）與客戶溝通。客戶須確保其聯繫資訊已是最新的、有效的及作出仔細管理，以避免未經授權存取或使用聯繫資訊或帳戶項下的任何資訊（不論其是否機密訊息）。</u></p> <p>27.4 <u>客戶確認並確保，如果本行接受以電子郵件通信，客戶是其提供予本行用於以通信目的之電子郵件帳戶的真實使用者。客戶同意本行在適當的情況下有權（但非必要）核實並要求客戶提供相關證明文件以確保客戶是其電子郵件帳戶的真實使用者。此外，本行亦有權拒絕接受客戶提供用於以通信目的之任何電子郵件帳戶。客戶亦同意及確認本行在核實電子郵件帳戶的真實使用者過程期間有絕對酌情權在毋須事先通知客戶的情況下，暫停客戶的帳戶。</u></p> <p>27.5 <u>客戶理解並同意與本行合作以完成電子郵件地址的驗證、新增及更改程序。倘若客戶未在本行規定的期限內完成所需程序，客戶需要重新進行電子郵件地址之申請及驗證程序。</u></p>

	<p><u>27.6</u> 客戶同意並承認，個人、私人、交易或敏感資訊（包括但不限於交易通知或結單中的資訊）可能在電子傳輸過程中被攔截，並將以電子方式傳輸予客戶，風險需由客戶自行承擔。本行採取一切必要措施，確保以電子方式傳輸予客戶的資訊不被任何第三方截取，但本行毋須對客戶因該等攔截而產生的任何或所有損失、損害、成本及費用承擔負責。</p>
28	<p>由原條文 25 移至條文 28，重編條文內容，說明客戶不可轉讓本協議下的權益及義務的說明：</p> <p><u>28.</u> 承繼人及受讓人</p> <p><u>28.1</u> 本協議對當事人及其承繼人及其容許的受讓人均具約束力，有關承繼人及容許的受讓人均享有本協議項下的權益。</p> <p><u>28.2</u> 除非獲得本行事先書面同意，否則客戶不可轉讓任何本協議下的權利、權益、權力、義務或責任。</p> <p><u>28.3</u> 本行可隨時將其於本協議項下的全部或任何權利、利益、權力或義務轉讓予其他人。在此情況下，受讓人對客戶享有同等的權利、利益、權力或義務，如同受讓人是本協議的一方。客戶謹此放棄根據本條款第 <u>28.3</u> 條質疑任何該等轉讓的有效性的之所有權利（如有）。</p>
29	<p>由原條文 26 移至條文 29，並重編條文內容：</p> <p><u>29.</u> 條款的獨立性</p> <p><u>29.1</u> 倘若於任何時候本協議的任何條文於任何司法管轄區被禁止或變成不合法、失效、無效或不能強制執行，此等條文於其他司法管轄區的合法性、有效性或可強制執行性及本協議的其他條文之合法性、有效性或可強制執行性將不受影響。</p>
30	<p>由原條文 27 移至條文 30，並重編條文內容：</p> <p><u>30.</u> 共同及各別</p> <p><u>30.1</u> 當客戶多於一個人時，本協議項下的陳述、保證、承諾及彌償將被視作為共同及各別地作出。</p>
31	<p>由原條文 28 移至條文 31：</p> <p><u>31.</u> 修訂</p> <p><u>31.1</u> 客戶同意並接受，本行可以單方面修改或更改本條款及細則的條款及條件，包括變更費用及收費，及客戶的責任或義務，並給予客戶不少於 30 個曆日的書面形式通知客戶該等變更。本行可透過按其絕對酌情權決定認為合適的渠道或方式發出或公佈該等通知，包括但不限於郵寄、結單附件、展示於本行的主要營業地點、電子方式或在官方線上平台上顯示。如果客戶在修訂生效日期或之後繼續維持帳戶或使用銀行服務，則應被視作為客戶同意該等修訂。</p>
32	<p>新增條文 32，新增美國稅務身份的聲明、客戶具更新其稅務狀況的責任及本行可因應監管機構或主管部門的要求提供客戶的稅務資料：</p> <p><u>32.</u> 稅務狀況</p> <p><u>32.1</u> 除非客戶另有規定或聲明，否則客戶謹此證明其並非美國人或美國公民，亦不是出於美國聯邦所得稅目的的美國居民，並不受美國稅收的約束。客戶謹此證明其不應作為公司納稅的實體，也不是根據美國或其任何州或政治分區（包括哥倫比亞特區或美國任何其他州）的法律創建或組織的合夥企業。客戶謹此同意本行及任何聯營公司與相關監管機構、稅務或其他主管當局（如有必要）共用享用客戶、帳戶及銀行服務的訊息及數據，以確定客戶在任何司法管轄區的稅務責任。客戶同意，本行及任何聯營公司可根據所有適用法律及規則（包括但不限於《外國帳戶稅務合規</p>

	<p>法》)，從帳戶中扣除相關監管機構、稅務或其他主管部門可能不時要求的金額。客戶特此承諾，如上述稅務狀況發生任何變化，應立即以書面形式通知本行。</p>
33	<p>新增條文 33，說明客戶確認及同意遵守其稅務合規責任：</p> <p><u>33. 稅務合規</u></p> <p><u>33.1 客戶同意並承認，其全權負責理解及遵守其在所有司法管轄區內與開立、維護、操作帳戶及/或使用銀行服務有關的稅務義務（包括納稅或申報表或其他與所有相關類型稅收有關的必要文件）。客戶承認並確認，儘管其住所、居住地、公民身份或註冊地，某些國家的稅收立法可能具有域外效力。本行及聯營公司並非稅務顧問，亦不會向客戶提供任何稅務建議。本行建議客戶尋求獨立的法律及稅務建議。本行及聯營公司均不對客戶在任何司法管轄區可能產生的稅務義務承擔任何責任，包括與開立、維護、操作帳戶及/或使用銀行服務相關的任何稅務義務。客戶應就本行及/或聯營公司因上述客戶稅務義務而招致或蒙受的所有損失、損害、要求、訴訟、成本及費用，向本行及/或者聯營公司進行賠償並使其免受損害。</u></p> <p><u>33.2 客戶明白並確認本行受金管局之監管，並應遵守適用法律及規則，包括但不限於，打擊洗錢及恐怖分子資金籌集（下稱「反洗錢」）法令之規定，該等法令中有眾多重大犯罪（其中包括重大稅務犯罪在內）已被指定為香港洗錢之前置犯罪。重大稅務犯罪包括以不法之意圖所犯之不作為、偽造或詐欺行為，藉以逃稅或協助他人逃稅。</u></p> <p><u>33.3 客戶聲明、保證及確認其未曾犯下任何重大稅務犯罪，或因任何重大稅務犯罪而接受調查或定罪，亦不會以本行用作藏匿、隱藏稅務犯罪收益之管道。客戶確認並確保任何存入或即將存入本行的任何資產皆不是或不可能來自於不論於香港或其他地方之任何犯罪活動或行為（其中包括但不限於重大犯罪在內）的收益。客戶確認及承認，沒有向本行、本行的董事、高級職員、僱員或代理人提供任何與稅務情況有關或附帶的虛假或具誤導性的資料，及立即書面通知本行如其稅務情況有任何改變。</u></p> <p><u>33.4 客戶確認並確保他遵守/遵循所有適用於客戶之稅收與法規。客戶同意提供任何本行為履行反洗錢義務而被要求提供有關其稅務相關的所有資料及文件。</u></p>
34	<p>由原條文 29 移至條文 34：</p> <p><u>34. 文本差異</u></p> <p><u>34.1 倘若本條款及細則的中英兩種語言版本之間存在差異，客戶及本行均同意以英文版本為準。</u></p>
35	<p>新增條文 35，說明特定非本行及帳戶持有人的第三者可享有本協議賦予的權利及權益：</p> <p><u>35. 第三者權利</u></p> <p><u>35.1 於不損害第 35.3 條的情況下，當一名人士並非本條款及細則的當事人，則其於《合約(第三者權利)條例》(香港法例第 623 章)(下稱「第三者條例」)項下並無權力執行或享有本條款及細則任何條文的利益。</u></p> <p><u>35.2 儘管本條款及細則的任何條文，於任何時候撤銷或修訂本條款及細則均毋須取得非本條款及細則的當事人之同意。</u></p> <p><u>35.3 任何本行的董事、高級職員、僱員、聯營公司或代理人可以，憑藉第三者條例，依賴明確賦予該等人士的權利或權益之任何本條款及細則項下的條文（包括但不限於，任何彌償、限制或責任的豁免）。</u></p>
36	<p>由原條文 30 移至條文 36，並重編條文內容：</p>

36. 適用法律及司法管轄權

36.1 本協議各方面均受香港法律管轄並按香港法律解釋。本協議各方當事人不可撤銷地接受香港法院的非專屬管轄權所管轄，但本行有權在其選擇的其他有司法管轄權的法院向客戶強制執行本協議。

第二部份 帳戶操作特別條文

條文	修改詳情
第二部份	<p>重編第二部分條文內容，說明本特別條文的適用範圍為所有帳戶的操作並新增客戶受其簽署之文件條款約束及帳戶結清時結帳餘額的處理說明：</p> <p><u>本第二部份特別條文適用於所有帳戶的操作，並附加於本條款及細則的其他條文。</u></p> <p><u>本第二部份特別條文需與本條款及細則第一部份 - 一般條文及其他部份的特別條文一併閱讀。倘若其他條文與本特別條文存在任何差異，以本特別條文的條文為準。</u></p> <ol style="list-style-type: none">1. <u>在開立、操作及結清帳戶時，客戶須填寫及簽署本行可能要求的文件並同意受其條款的約束，包括但不限於帳戶指令、定期存款或支票簿申請表格，或與帳戶操作有關的其他申請表格。客戶亦須向本行提供本行可能要求的其他文件。</u>2. 本行有權規定：<ol style="list-style-type: none">(i) <u>開立、操作及結清帳戶的最低及最高金額或餘額；</u>(ii) <u>在有息帳戶支付利息前所需的最低餘額；</u>(iii) <u>與帳戶操作有關的應付收費及佣金（包括但不限於，任何含有已根據本特別條文第 9 條轉移至本行的無人認領餘額帳戶的未認領餘額帳戶）；及</u>(iv) <u>如帳戶屬定期存款帳戶，可承作的存期。</u>3. <u>凡以金融票據的所有支出或收入之款項，均須於該等票據作實時方始生效。若該等支出或收入於票據作實前已經入帳，則本行可於證實票據不能作實時，立即要求客戶作出補償或將有關帳項沖銷。</u>4. 客戶同意：<ol style="list-style-type: none">(i) <u>由客戶所開出並已獲支付的支票，在以電子形式予以記錄後，可由代收銀行或香港銀行同業結算有限公司保留，保留期為與結算所操作有關的規則所列明的期間。而在該期間之後，代收銀行或香港銀行同業結算有限公司（視屬何情況而定）可銷毀該等支票；及</u>(ii) <u>除了其他事項，本行獲授權按照上述第(i)段條款與代收銀行及香港銀行同業結算有限公司訂立合約。</u>5. <u>匯入匯款（不論為港幣或任何其他貨幣）或不於同日進誌帳戶。倘有關之付款通知書未能於本行不時訂明之有關截數時間前送達本行。則在匯入匯款實際進誌帳戶之前，有關款項將不獲計算利息。</u>6. <u>帳戶的利息（如屬有息帳戶）須按本行不時決定之利率逐日計算，且累計利息須按本行決定或與客戶協定的間隔貸記帳戶。帳戶應得利息將依照本行規定或本行與客戶議定之期間存入戶口。結清帳戶時應計利息的計算不包括最後一天。</u>7. <u>本行有權規定外匯帳戶的外幣幣別及支付方式。本行有權使用帳戶幣別以外的其他貨幣進行付款，及倘若本行據此行事，匯率將為本行在相關時間最終確定的當下匯率。</u>8. <u>對於任何取消或撤銷付款指示之要求，本行有絕對酌情權根據不時規定的條件而決定是否接納。</u>9. <u>倘若本行為帳戶發給存摺，則除非本行另行同意，從帳戶提款時均須出示存摺。由於可能有存款或支出帳項目尚未補記於存摺內，故存摺僅供客戶作參考，且不一定顯示最新帳戶結餘。客戶應不時</u>

向本行出示存摺以補記利息或未紀錄之帳項資料。如未記錄之帳項累積達到本行不時訂定的數量時，該等帳項將會合併作為單一紀錄列出，其中個別之帳項細節將不會補記於存摺內。客戶可以書面要求本行發出及提出列明某段期間內每項未記錄帳項之綜合結單副本，並支付本行不時規定的費用。

10. 如在帳戶終止時開具銀行本票以提取帳戶帳面結餘（下稱「結帳餘額」），客戶須在銀行本票發出後於合理可行的情況下儘快出示銀行本票要求付款。如客戶未在銀行本票發出之日起 6 個曆月內出示銀行本票要求付款，則結帳餘額將被視為無人認領，並轉入本行的無人認領結餘帳戶。於此情況下，客戶須以書面通知本行收回結帳餘額，但須支付本行根據本條款及細則第一部分第 13.1 條規定的收費或費用。
11. 本行有權按照其常規業務慣例及程序行事，並僅在按本行意見認為切實可行及合理的情況下接受客戶的指示。為免生疑問，本行獲授權參與任何監管銀行業務的組織之安排，以及為銀行機構提供中央清算、結算及類似設施的任何系統之運作。
12. 本行向任何出示據稱由客戶授權的簽字、蓋章及/或印章的提款單之人士支付的任何款項，應具有與向客戶本人支付相同的效力，且將免除本行對客戶或任何其他人士的所有責任。
13. 本行可根據其合理訂明之條款（包括任何風險披露聲明），不時指定可用以向本行送遞或傳送指示之任何附加途徑或媒介。本行根據有關指示而提供之服務，無論對客戶本身或本行或其他報稱為客戶之人士，均屬不可撤銷並具約束力。本行並無責任核對有關人士之身份或證實其是否有權向本行發出指示，亦無責任查核有關指示之真確性。倘帳戶由一名或以上之人士開立，本行獲授權可根據其中任何一名人士發出而以本行不時指定之任何途徑或媒介送遞或傳送之指示行事。儘管其中任何帳戶持有人並不使用該等途徑或媒介，該等指示及本行就有關送遞或傳送之途徑或媒介而合理訂明之任何條款，在各方面而言均對所有帳戶持有人具約束力。
14. 除非得到本行事先書面同意，客戶不得在任何帳戶的貸記餘額上設置任何產權負擔。
15. 如本行與客戶就任何交易達成的任何具體條款與本特別條文之條款及條件存在差異，則以該等具體條款為準。
16. 如帳戶在香港以外地區設立，帳戶的操作及付款可能受當地法律規管。本行毋須對因遵守可能適用於帳戶操作及/或其項下的付款及/或其項下的客戶資產之任何當地法律、規例、政府措施或限制而導致的任何損失、稅收、成本及費用負責。
17. 除因本行、本行職員或僱員之疏忽或故意失責外，如本行按照客戶指示進行之交易而招致客戶的任何損失，本行毋須承擔責任。
18. 除因本行、本行職員或僱員之疏忽或故意失責外，客戶向本行彌償承擔本行、本行職員及僱員因以客戶名義進行之交易而可能招致之任何債務及索償（包括任何合理地產生的合理支出）。
19. 客戶明確地授權本行可以（但沒有責任）用錄音或其他方式將客戶以口頭向本行發出之所有指示及要求，及其他客戶給予本行所有之口頭通訊予以紀錄。該等指示及通訊乃與任何帳口及/或與任何由本行不時提供之銀行服務有關，包括但不限於以電話發出之通訊（下稱「口頭通訊」）。客戶明確同意如於任何時間就任何口頭通訊之內容出現爭議，該等口頭通訊之錄音或其他形式之紀錄或由本行一名高級職員簽署核證真實之有關紀錄謄本，足以作為本行與客戶就該等口頭通訊內容及性質之最終證據。除非相反之證明成立，否則此等將作為該等爭議之證明。如本行有合理之理由，則可以保留拒絕執行任何口頭通訊之權利。此外，本行保留延遲執行任何口頭通訊之權利，本行亦可於認為恰當時，要求取得該口頭通訊之進一步資料。

第三部份 使用個人圖章或印章操作帳戶特別條文

條文	修改詳情
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第三部份	<p>新增第三部分，說明以印章代替親筆簽署以操作帳戶的風險及加蓋印章的指示對客戶具絕對約束力：</p> <p><u>本第三部份特別條文適用於客戶或獲授權人員以圖章或印章（下稱「獲授權印章」）代替親筆簽署以操作帳戶，並附加於本條款及細則的其他條文。</u></p> <p><u>本第三部份特別條文需與本條款及細則第一部份 - 一般條文及其他部份的特別條文一併閱讀。倘若其他條文與本特別條文存在任何差異，以本特別條文的條文為準。</u></p> <ol style="list-style-type: none"> <u>1. 客戶保證及知悉，無論由任何人加蓋獲授權印章均構成足夠的授權及賦予足夠的權力以進行交易，包括各種關於開立於本行的轉帳、付款、提款、交易或運作（無論屬任何性質），並對客戶具有最終確定性的約束力。</u> <u>2. 客戶確認及知悉，凡遞交予本行印章式樣看來與本行保存之式樣相符，其指示或指令均視作有效並具絕對約束力，本行可根據本條款及細則執行任何指示或指令，且無責任確認獲授權印章是否真實、或曾被偽造或客戶是否知悉。本行毋須承擔客戶與此而造成之任何損失或損害。客戶須完全負責及承擔一切由獲授權印章代替親筆簽署以操作帳戶的任何指示或指令所涉及、導致或引起的所有風險、損失、損害及責任。客戶保證及知悉，如本行因按客戶的任何加蓋獲授權印章的指示或指令而導致本行產生或蒙受行動、法律程序、損失、損害、索償、支出、利息、費用、成本（法律上或其他）及收費，客戶須向本行、本行的董事、高級職員、僱員、代理人及代表作出彌償。</u> <u>3. 客戶知悉並確認他完全明白及承受使用個人印章操作帳戶的風險包括但不限於偽造、非法或未經授权使用、個人印章之遺失、丟失及或被竊取之風險。如客戶遺失獲授權印章、察覺或有任何合理理由相信或懷疑獲授權印章可能被用作非授權用途，客戶將儘快以書面通知本行，本行收到通知後將依照本條款及細則第一部分第 4.4 條處理相關變更、增加或撤銷。在任何情況下，客戶同意及承認，除本行實際收到有關獲授權印章的非授權用途的通知及在給予合理機會作出處理，本行毋須按獲授權印章的指示或指令承擔任何責任。</u> <p><u>本行有權借記任何帳戶，以解除及釋除客戶對本行負有的責任。</u></p>
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第三部份 存保計劃的保障範圍

條文	修改詳情
第三部份	<p>刪除存保計劃保障範圍的說明，本行已於「開戶申請書」及「顧客須知」另行說明：</p> <p>所有存放於本行的港元、人民幣和其他外幣的存款都受保障。每位存款人的存款（包括本金及利息）最高可獲得五十萬港元的保障</p> <p>受保障的存款包括：</p> <ul style="list-style-type: none"> ✓各類常見存款戶口（如儲蓄戶口、往來帳戶及年期不多於五年的定期存款） ✓個人（包括聯名戶口）或公司持有的存款 ✓用作抵押的存款 <p>計算受保障的存款金額時，存款人於同一銀行內不同戶口的存款將會合併計算。</p> <p>不受保障的存款包括：</p> <ul style="list-style-type: none"> ✗結構性存款（如外幣掛鈎及股票掛鈎存款） ✗年期超過五年的定期存款 ✗不記名票據（如不記名存款證） ✗離岸存款（如存放於成員銀行在內地或海外辦事處的存款） <p>合資格存款會自動受到存保計劃的保障，而存戶亦無需支付保費。</p>

第四部份 電子結單服務特別條文

條文	修改詳情
<p>第四部份</p>	<p>重編第四部分條文內容，增加「電子結單」及「電子結單服務」的定義、分行可因分行無法控制的原因而無法提供電子結單服務及如有事前通知，客戶與本行皆可終止電子結單服務之說明。：</p> <p><u>本第四部份特別條文適用於電子結單服務，並附加於本條款及細則的其他條文。</u></p> <p><u>本第四部份特別條文需與本條款及細則第一部份 - 一般條文及其他部份的特別條文一併閱讀。倘若其他條文與本特別條文存在任何差異，以本特別條文的條文為準。</u></p> <ol style="list-style-type: none"> <u>1. 客戶可申請並訂閱通過電子方式或官方線上平台提供的電子形式之帳戶結單（下稱「電子結單」）服務（下稱「電子結單服務」）。在客戶申請電子結單服務之前，客戶同意訂閱或確認客戶是本行網上銀行服務的當前訂戶。本行有絕對酌情權拒絕任何訂閱電子結單服務的請求並毋須提供任何理由。</u> <u>2. 客戶同意，通過訂閱及使用電子結單服務，客戶同意受本特別條文的約束，並支付本行可能為訂閱及使用電子結單服務而規定的所有費用及收費。</u> <u>3. 除適用法律及規則另有規定，本行有絕對酌情權隨時修改、限制、撤回、取消、暫停或終止電子結單服務而毋須向客戶提供任何理由或事先提述或通知。客戶承認並理解，由於維護及/或電腦或網路故障或任何本行無法控制的原因，電子結單服務可能在某段時候未能提供。</u> <u>4. 客戶理解，只有客戶擁有適當的互聯網及電訊服務、已安裝的設備、裝置及軟件，並向本行提供有效的電郵地址以通過電郵接收關於電子結單的可用性通知，客戶方可使用電子結單服務。客戶應確保用於電子結單服務的設備及裝置的安全並應防止任何第三方取用該些設備及裝置及以電子方式傳輸到該等設備及裝置的任何機密資料。</u> <u>5. 除非客戶另行列明，若客戶登記使用電子結單服務，客戶將不會收到每月的紙本帳戶對帳單，而客戶同意本行只會每月經電郵提醒客戶可登入有關系統並自行在由本行規定的可提供期限內查閱及下載電子結單備份，否則在可提供期限過後未必能夠查閱或下載其電子結單。</u> <u>6. 客戶理解並同意，本行成功向客戶指定的電郵地址發送與電子結單服務相關的電郵通知，即視作已向客戶發送帳戶結單。如因任何其他原因未能在客戶指定的電郵地址發送與電子結單服務相關的電郵，本行可以絕對酌情權自行決定將月結單的紙質本郵寄至客戶通常及最後所知的地址（客戶須自行承擔費用及開支）。</u> <u>7. 本行應盡合理努力確保電子結單服務安全及確保未獲授權的第三方不能進入使用。客戶理解及同意，電子結單可通過驗證其密碼或其他本行以絕對酌情權自行決定的任何其他驗證手段取得，但前提是客戶承認本行不保證通過電子結單服務傳輸或交付的所有資料的安全性、保密性及機密性。客戶須確保密碼安全及保密並不得向任何其他第三方披露。</u> <u>8. 客戶確認其理解並接受使用電子結單服務所涉及的所有潛在風險，包括但不限於通過電子結單服務傳輸的資料或資訊在未經客戶授權的情況下被取用、攔截、監控、修訂、修改或傳輸或披露予其他方。如在使用電子結單服務時出現資訊科技引起的任何事件，客戶必須立即通知本行。</u> <u>9. 客戶同意，本行對客戶可能產生的任何損失、損害或費用不承擔任何責任，包括但不限於對客戶的資料、軟體、電腦、電訊設備、裝置或與客戶使用電子結單服務相關之其他設備造成的任何損失或損害，除非其是由本行的嚴重疏忽或故意失責直接造成的。</u> <u>10. 客戶同意，如額外要求本行通過郵寄或客戶與本行約定的其他方式提供結單的紙本，或要求以郵寄或客戶與本行約定的其他方式提供結單的紙本取代電子結單服務，本行將按照本行不時指定的費率收取行政費。指定的行政費及郵資將於客戶要求本行通過郵寄或客戶與本行約定的其他方式提供結單的紙質本時收取。</u>

	<p>11. <u>關於電子結單服務的使用，客戶知悉並承諾，一旦其電郵地址變更，客戶應立即通知並告知本行其更新及準確的電郵地址。</u></p> <p>12. <u>客戶可向本行發出不少於 30 個曆日的事先書面通知以終止電子結單服務的訂閱。除非及直至本行有合理時間以本行規定的方式處理客戶的終止申請，否則電子結單服務的終止仍屬無效。本行可在考慮上述申請的合理期限內，在確認終止申請之前，與客戶進行進一步查詢或作其他本行認為適當的必要處理程序。電子結單服務訂閱終止後，結單的紙質本將在終止生效當月的翌月，通過郵寄或客戶與本行約定的其他方式交付給客戶。</u></p> <p>13. <u>本行有權終止客戶對電子結單服務的訂閱，前提是在終止之前，本行應通過電子結單服務發送通知或通過本行與客戶之間約定的方式通知客戶。電子結單服務訂閱終止後，結單的紙質本應通過郵件或客戶與本行約定的其他方式交付給客戶。</u></p>
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第五部分 傳真或電子郵件指示特別條文

條文	修改詳情
第五部分	<p>新增第五部分，說明以傳真或電子郵件方式發出指示的風險及客戶具有約束力：</p> <p><u>本第五部份特別條文適用於客戶透過傳真或電子郵件向本行發出指示或指令。</u></p> <p><u>本第五部份特別條文需與本條款及細則第一部份 - 一般條文及其他部份的特別條文一併閱讀。倘若其他條文與本特別條文存在任何差異，以本特別條文的條文為準。</u></p> <ol style="list-style-type: none"> 1. <u>謹此提請客戶應小心閱讀本第五部份特別條文及本條款及細則，及建議客戶，如認為有需要，應尋求獨立的法律意見。</u> 2. <u>客戶確認及明白，以傳真或電子郵件方式發出指示或指令存在風險，包括但不限於：-</u> <ol style="list-style-type: none"> (i) <u>傳真或電郵並非安全及可靠的發出指示或指令之方式，及亦可能需承受傳輸系統失效的風險；</u> (ii) <u>指示或指令受非法截取及未經授權或虛假修改的風險所影響；及</u> (iii) <u>指示或指令亦存在傳輸延誤或誤傳至非原指定收件人的風險。</u> 3. <u>客戶同意及知悉，當本行收到客戶以傳真或電子郵件提供之書面指示（下稱「該傳真及電子郵件指示」），該傳真及電子郵件指示將會經本行撥打確認電話號碼進行確認安排。若在確認安排下未能完成、令到本行滿意下完成或任何其他原因下完成確認該傳真及電子郵件指示的程序，本行有權拒絕執行該傳真及電子郵件指示，而客戶不能藉此向本行追討。</u> 4. <u>確認安排下完成確認程序的該傳真及電子郵件指示具終局性約束力，會被視為客戶放棄質疑此等指示的有效及真實性。以語音錄音進行確認程序的相關對話內容將會被錄音留存。</u> 5. <u>另外，本行擁有絕對酌情權視該傳真及電子郵件指示為經客戶妥為及全面地正式授權之適用於所有用途的書面指令。為免生疑問，客戶同意及知悉，確認程序內的語音錄音及該傳真及電子郵件指示均為可接納於有管轄權的法院的證據及不會藉此等證據的可接納性提出異議。就本第五部分的用途而言，該傳真及電子郵件指示是指客戶提供予本行及依帳戶指令執行，及其經傳真或電郵附件傳輸的紙本指示。</u> 6. <u>客戶同意及確認，本行毋須為本行、本行的董事、高級職員、僱員、代理人及代表真誠地信賴以傳真或電子郵件傳送予本行的文件而引致的任何損失、損害或費用承擔任何責任。客戶進一步同意，如本行因執行該傳真及電子郵件指示而承受任何索償、付款要求、損失、裁決、行動、法律程序、損害、成本(法律上或其他)、責任、費用及支出時，客戶同意向本行、本行的董事、高級職員、僱員、代理人及代表作出彌償。</u>

第六部份 聯名帳戶及合夥人特別條文

條文	修改詳情
第六部份	<p>由原第五部分移至第六部分，重編條文內容，新增說明或恢復聯名帳戶持有人中有精神上無行為能力者時，本行有權暫停帳戶使用以及恢復使用的條件：</p> <p>本第六部份特別條文適用於多於二人或多人組成的帳戶或聯名服務使用者的銀行服務，並附加於本條款及細則的其他條文。</p> <p>本第六部份特別條文需與本條款及細則第一部份 – 一般條文及其他部份的特別條文一併閱讀。倘若其他條文與本特別條文存在任何差異，以本特別條文的條文為準。</p> <ol style="list-style-type: none"> 1. 客戶將對本協議項下或客戶與本行之間的任何其他交易中的所有或任何義務或責任承擔共同及各別的法律責任。 2. 除非客戶與本行另有書面約定，且本行收到所有客戶簽署的相反意向之書面通知，否則：- <ol style="list-style-type: none"> (i) 帳戶的每名聯名帳戶持有人或銀行服務的聯名服務使用者將有獨立權限代表所有聯名帳戶持有人或所有聯名服務使用者與本行完全及完整地進行交易，如同其為帳戶的唯一所有人或銀行服務使用者一樣，而毋須向其他聯名帳戶持有人或其他聯名服務使用者（視屬何情況而定）發出任何通知； (ii) 任何聯名帳戶持有人或聯名服務使用者可有效且最終地解除本行在本協議項下的任何本行之義務或責任；及 (iii) 向聯名帳戶持有人或聯名服務使用者之一發出的任何通知或通訊應視為向所有聯名帳戶持有人或聯名服務使用者發出。 3. 任何帳戶持有人或服務使用者離世後，本協議將不會終止但對構成本行客戶的其他尚存者仍具有約束力且本行可將該等尚存者視為與本行簽訂本協議的唯一合約方。為免生疑問，客戶謹此聲明並同意，在帳戶持有人或銀行服務使用者離世後，帳戶或銀行服務的所有權利及權益將根據尚存者權利原則歸屬於帳戶下的尚存者或銀行服務尚存使用者。除非本行與客戶達成協議，否則本條文不適用於合夥帳戶。 4. 儘管有上述條文，本行保留其權利：- <ol style="list-style-type: none"> (i) 在採取任何本協議項下的行動之前，要求帳戶的部分或全部聯名帳戶持有人或銀行服務的聯名服務使用者發出聯名指示；及 (ii) 如本行從帳戶的任何一名聯名帳戶持有人或銀行服務的聯名服務使用者處收到按本行合理意見認為不一致的指示，本行將通知帳戶的一名或多名聯名帳戶持有人或銀行服務的聯名使用者該等衝突及不一致之處及/或在本行收到其形式及內容令本行滿意之進一步指示之前不對任何該等指示或指令採取行動。 5. 如帳戶的一名聯名帳戶持有人精神上喪失行為能力，帳戶的其他聯名帳戶持有人及/或法院指定的帳戶的精神上無行為能力的聯名帳戶持有人的產業受託監管人（如有）應立即以書面通知的形式通知本行。在實際收到通知後，本行可暫停聯名帳戶的操作，直至本行確信帳戶的所有其他聯名帳戶持有人知曉相關情況，並且本行已根據本行絕對酌情決定的獲為重新啟動帳戶而決定之與帳戶的精神上無行為能力的帳戶持有人有關的所有必要資料及文件。為免生疑問，在本行收到上述通知之前，向本行發出且獲遵循本行的指示及/或本行執行的交易對帳戶的所有帳戶持有人具有最終約束力。在就帳戶的精神上無行為能力聯名帳戶持有人的權益作出合法有效的安排之前，本行有絕對酌情權（但非必要）自行決定恢復帳戶的條件及限制。 6. 如客戶是合夥，則以下條文應適用：- <ol style="list-style-type: none"> (i) 除非與本行另有約定，否則客戶的合夥協議（如有）對本行不具有約束力，且合夥公司於本行建立的帳戶之操作、維持或結清；或合夥公司對銀行服務的使用均受本特別條文的管轄及約束； (ii) 所有合夥人，不論是普通合夥人、特殊合夥人或有限合夥人，將對在本協議項下的義務及責任承擔共同及各別的法律責任； (iii) 儘管合夥公司的組成發生了任何變更，但在本行收到實際變更通知之前，其餘合夥人將擁有使用及操作帳戶或銀行服務的所有權力及權限；及

(iv) 除非與本行另有約定，否則客戶將在合夥公司發生任何組織變更時向本行給予新的帳戶指令並開立新帳戶。

第七部份 未滿18歲自然人特別條文

條文	修改詳情
第七部份	<p>由原第六部分移至第七部分：</p> <p>本第七部份特別條文適用於未成年人戶口，並附加於本條款及細則的其他條款。</p> <p>本第七部份特別條文需與本條款及細則第一部份 - 一般條文及其他部份的特別條文一併閱讀。倘若其他條文與本特別條文存在任何差異，以本特別條文的條款為準。</p> <ol style="list-style-type: none">1. 如帳戶持有人於未滿 16 歲時向本行申請開立帳戶，帳戶將被標記為「兒童戶」。2. 如帳戶持有人於年滿 16 歲但未滿 18 歲時向本行申請開立帳戶，帳戶將被標記為「青少年戶」。3. 未滿 18 歲的客戶為未成年人(下稱「未成年人」)，須遵守本行施加的下列限制：- (i) 未成年人名下的存款不得用於作為本行提供的財務融通之擔保； (ii) 未成年人無權申請開立支票帳戶； (iii) 投資帳戶不提供予未成年人；及 (iv) 本行認為恰當及合適的其他限制。4. 兒童戶的帳戶持有人須在年滿 18 歲時更新戶口資訊及文件，包括但不限於，簽字式樣及/或簽署安排或其他相關文件。在本行收到客戶根據本第 4 條要求更新帳戶狀態的申請，並完成相關程序以令本行滿意之前，本行可對兒童戶的使用及操作施加限制。

第八部份 定期存款特別條文

條文	修改詳情
第八部份	<p>由原第二部分有關定期存款的說明移至第八部分，重編條文內容並新增定期存款的定義說明：</p> <p>本第八部份特別條文適用於定期存款，並附加於本條款及細則的其他條款。</p> <p>本第八部份特別條文需與本條款及細則第一部份 - 一般條文及其他部份的特別條文一併閱讀。倘若其他條文與本特別條文存在任何差異，以本特別條文的條款為準。</p> <ol style="list-style-type: none">1. 當帳戶為定期存款(包括定期及通知存款)(下稱「定期存款」)，則帳戶下的定期存款不可轉讓的。2. 定期存款的利息計算至到期日止(但不包括到期日)。利息將在到期日支付，但對存期 12 個月或以上之存款，則可以按約定的時間間隔支付。3. 定期存款是一種固定存款，其利率在整個存款期間都是固定的。通知定期存款的利息將按本行指定的每日通知存款利率逐日計算。4. 留存到期自動續存指示的定期存款，有關類型的定期存款之續期適用利率為原存期到期日的當下利率。若未留存續期指示，本行可在存款到期後按本行認為合適的利率支付利息。5. 當客戶要求時，本行有權(但非必要)容許客戶按銀行規定的條件提前提取定期存款，並按本行不時規定的費率支付行政費用。6. 如定期存款(不論是港幣或其他幣別)的到期日屬非營業日，則有關定期存款應被視作在下一個營業日到期，惟利息應計算至到期日為止(但不包括到期日及其後的任何日子)。為免生疑問，如外幣定期存款的到期日適值該外幣的主要金融中心之商業銀行不向一般公眾提供銀行業務之日，本行仍

有權向客戶支付外幣定期存款及其利息。

第九部份 跨境及本地支付特別條文

條文	修改詳情
第九部份	<p>新增第九部分，說明本行及客戶對於跨境及本地支付的權利、義務，主要包括：</p> <ul style="list-style-type: none">• 說明影響匯出匯款到帳時間的因素，但本行、轉帳銀行或代理銀行不會因延遲付款而承擔責任• 本行於帳戶資金不足時處理付款指示的方式• 本行取消付款指示的條件• 支付服務的基本描述及使用支付服務的方式 <p>本第九部份特別條文適用於跨境及本地支付，並附加於本條款及細則的其他條文。</p> <p>本第九部份特別條文需與本條款及細則第一部份 - 一般條文及其他部份的特別條文一併閱讀。倘若其他條文與本特別條文存在任何差異，以本特別條文的條文為準。</p> <ol style="list-style-type: none">1. 本行對於本行以文字或中文電碼發出的匯款電文，不負有發出電文而產生延誤或於收到時被錯誤翻譯之任何責任，或受款地有關付款系統之延誤，或受款銀行對接收匯款而發生之錯誤或延誤而引致之任何責任。在任何情況下，本行毋須對因上述情況而產生的任何損失、損害或費用承擔任何責任。2. 本行保留權利，在本行合理地認為在執行付款指示或指令時帳戶內沒有足夠的即時可用資金或出於本行認為適當的任何其他原因，不按付款指示或指令行事或取消付款指示或指令。如本行取消付款指示或指令，本行將儘快通知客戶，如客戶希望繼續執行付款指示或指令，客戶須重新提交付款指示或指令，前提是帳戶下的即時可用資金充足。不論任何情況，本行毋須對客戶因延遲執行或取消客戶的付款指示或指令而遭受或招致的任何損失、損害或費用承擔責任。3. 客戶承認，匯款指示取決於目的地國家/地理位置的截止時間及相關服務的可用性（包括但不限於相關貨幣的清算系統或轉帳銀行或受款銀行所在的國家/地區）。客戶亦確認，受款銀行或受款人可能無法在執行匯款指令之日收到匯款。客戶進一步確認，向受款銀行發放匯款取決於相關受款銀行的內部操作程序以及當地的限制或受款銀行所在地的限制，並因其而異。如受款銀行未在預期日收到匯款，本行不應對客戶或任何第三方造成的任何損失或損害負責。4. 客戶同意並理解本行為執行其申請跨境或本地支付的需求時，本行需要從帳戶指令中獲取本行認為需要之資料。5. 客戶需向本行提供受款銀行、受款人帳號號碼或地址的清晰資料，並負責確保向本行提供的匯款或付款指示或指令以及受款人/受款機構的資料為真實、準確及完整。對於客戶或任何第三方因按照客戶提供的付款或匯款指示或指令或資料進行付款或轉帳而產生的任何損失、損害或費用，本行毋須承擔任何責任，本行亦應免除解決與此相關的任何爭議的責任。6. 客戶確認並承認，一旦匯款或付款指示或指令已發出，除非事先獲得本行的同意，否則客戶不得修改匯款資料或取消給予的指示或指令（不論是全部或部分）。客戶同意並承認，除其他事項外，本行就取消匯款或付款指示或指令的同意亦取決於轉帳銀行及/或代理銀行對於匯款已被正式扣起及取消的確認。取消匯款或付款指示或指令是取決於以下條款及條件：-<ul style="list-style-type: none">(i) 本行之轉帳銀行及/或代理銀行產生的任何成本及費用應直接從退款金額中扣除；(ii) 本行應從帳戶中直接扣除本行收取的手續費或費用；(iii) 退款金額應記入匯款金額的扣款戶口；及(iv) 如退款金額的貨幣與相關帳戶的貨幣不同，本行應按照退款當日本行對該貨幣採用的當下買入價將該金額兌換，並將其直接貸記帳戶。7. 如客戶希望進行匯出匯款，本行應向客戶提供以下資料及詳情：-<ul style="list-style-type: none">(i) 可提供的適當銀行服務的基本描述以及使用該服務的方式；(ii) 關於根據客戶指示或指令的匯款或付款的金額通常何時到達受款人的資料；

(iii) 匯出金額的匯率依據；

(iv) 客戶應向本行支付的任何佣金或費用的詳細資料；及

(v) 香港以外的轉帳銀行或代理銀行徵收的佣金或費用，以及是否可以選擇由匯款人或受款人支付該等佣金或費用。

8. 本行存入帳戶的所有款項均須以本行可接受及收取的幣別存入。如任何匯入匯款的幣別與帳戶的幣別不同，客戶同意並承認，本行將按照付款當日本行執行時當下買入價將收到的資金轉換為帳戶的幣別，並將轉換後的金額記入帳戶。
9. 如本行未在本行不時規定的截止時間之前收到相關付款通知及匯款金額，則在銀行收到匯款金額之日，帳戶的匯入匯款（不論是港元或其他貨幣）不得貸記帳戶。匯入匯款項下的任何金額在實際記入帳戶之前不會產生利息。
10. 儘管客戶指定了轉帳銀行，但本行有絕對酌情權自行決定指定並指示其任何外國分行或任何國家或地區的代理銀行作為受款銀行或轉帳銀行執行客戶的匯款或付款指示或指令，包括向受款銀行匯款並通知受款銀行匯款。客戶同意並授權本行或代理銀行以本行認為合適的任何方式進行任何匯出匯款作業。不論代理銀行、受款銀行或轉帳銀行是由本行還是客戶指定的，本行均不對其造成的任何錯誤、遺漏、疏忽、延遲、不為、清盤或停業而負責。客戶可要求本行採取後續行動或查詢，但須支付本行、代理銀行、轉帳銀行或受款銀行可能收取的任何費用或收費。
11. 除非另有規定，客戶同意並理解，當匯款支付或轉移時，代理銀行、轉帳銀行或受款銀行從匯款金額中預扣的收費或費用應由受款銀行根據當地銀行慣例承擔。
12. 本行、轉帳銀行或代理銀行不會因延遲或未能向受款人支付匯款、延遲通知受款人，或向受款人、轉帳銀行或代理銀行發出的任何文件、信件、電報的延遲而負上任何責任。本行、轉帳銀行或代理銀行就匯款所採取的任何行動、如為遵照適用法律及規則而執行，將對客戶具約束力，而本行、轉帳銀行或代理銀行將不會因此而負上任何責任。
13. 客戶同意並理解，銀行指定的代理銀行或轉帳銀行可以以原本貨幣，或者按照受款銀行採用的付款當日該貨幣的當下買入價將資金兌換成當地貨幣或其他貨幣，向受款銀行付款或存入受款人帳戶。
14. 如本行合理認為處理匯款或付款指令或指示將構成違反任何適用法律及規則或匯款涉及犯罪、洗錢活動、制裁制度或恐怖分子資金籌集，本行有權扣起匯款並作出調查、不按照匯款或付款指示或指令行事或拒絕匯款或付款。客戶確認並承認，轉帳銀行或受款銀行可要求提供與客戶及帳戶有關的進一步資料，以遵守適用法律及規則。以此為目的，客戶授權本行作出所要求的披露。客戶同意，代理銀行、轉帳銀行或受款銀行未向受款人付款資金或保留資金屬於完全超出本行的控制範圍且客戶不會追究本行的任何責任，本行也不負責收回已匯出的款項。
15. 客戶同意並承認，本行須根據適用法律及規則以及香港銀行同業結算有限公司（包括其繼承人及受讓人）實施的規則、指引或程序處理客戶的指示或指令，包括但不限於與即時支付結算系統/結算所自動轉帳系統及快速支付系統相關的規則，以及銀行之間的匯款慣例及其常規商業慣例。
16. 客戶同意並理解其應於申請跨境或本地支付前查詢受款地的法律或規例所實施的外匯管制或其他相關限制，如本行按客戶指示或指令執行被受管制或限制之交易而招致的損失，本行毋須對於其遭受或招致的任何損失、損害或費用承擔任何責任。
17. 在客戶的要求下，本行應按本行在相關時間掌握的資料程度向客戶提供以下資料：-
- (i) 受款人收到由本行執行的、或將執行的匯出匯款指示或指令的時間；
 - (ii) 如無法完成匯出匯款指示或指令，收回款項至帳戶所需的時間；
 - (iii) 已產生或將產生的總費用及收費是否應由客戶或受款人承擔；及
 - (iv) 已經或將要牽涉的任何代理銀行及轉帳銀行的身份（如有），包括其費用及手續費，以及處理時間，

前提是，如不能提供或尚未能提供上述資料，本行將向客戶明確說明其限制，並在可獲取的情況下，提供有關如何及何時可獲取上述資料的資料。但本行毋須就未能提供上述資料而承擔任何責任。

第十部份 人民幣業務特別條文

條文	修改詳情
第十部份	<p>由原第八部分移至第十部分，重編條文內容，說明人民幣業務風險及客戶與本行的權利義務：</p> <p><u>本第十部份特別條文適用於人民幣業務，並附加於本條款及細則的其他條文。</u></p> <p><u>本第十部份特別條文需與本條款及細則第一部份 - 一般條文及其他部份的特別條文一併閱讀。倘若其他條文與本特別條文存在任何差異，以本特別條文的條文為準。</u></p> <p>1. <u>為人民幣業務而開立帳戶及/或使用銀行服務的客戶應仔細閱讀本特別條文項下的條文。通過執行帳戶指示並簽訂本協議，客戶確認及知悉其已仔細閱讀本特別條文，並明白人民幣仍不能自由流通並受到限制，從事人民幣業務的客戶可能面對以下風險：-</u></p> <p>(i) <u>當法律變更時，以人民幣計價的資產或者負債可能被要求以其他貨幣作為支付工具支付或清償：-</u></p> <p>(a) <u>雖然本行將盡最大努力尋求切實可行的解決方案或方法，但因已完成的交易而實益享有以人民幣計價的資產或承擔負債或負有以人民幣支付義務的客戶，可能需要因法律變更會影響市場上的人民幣供求或已執行交易的結算而以按當下匯率兌換的其他貨幣支付或收款；</u></p> <p>(b) <u>獲提供以人民幣計價的銀行融資的客戶，應考慮人民幣到期還款時客戶的還款能力，以及當客戶無法以人民幣還款時的匯兌風險；及</u></p> <p>(c) <u>儘管獲授銀行融資的客戶與本行之間的消費貸款協議中規定了特定的貸款金額或限額，但客戶仍需承擔因法律限制，貸款不會從人民幣帳戶中提取的風險。因此，客戶將面臨資金短缺的風險。如果貸款以其他外幣提取，客戶可能因匯率波動而蒙受或承受匯兌損失。</u></p> <p>(ii) <u>客戶獲建議充分理解人民幣的流通受到中國當地法律的限制，這些當地法律可能不時發生變化，客戶須確保人民幣交易符合中國當地法律。</u></p> <p>(a) <u>如果匯往中國的人民幣匯款不符合規定，將會被拒收，且人民幣不能自由流通。如果客戶將人民幣匯款匯往中國，但由於上述原因未能有效支付予收款人，本行將安排退還匯出之款項，前提是所有電匯、郵費及其他費用將由客戶承擔，並將從匯出的金額中扣除。</u></p> <p>(b) <u>如擁有人民幣銀行融資的客戶擬在中國境內使用銀行融資，客戶需獲得中國監管機構的批准，准許人民幣資金匯款入中國，並辦理外債管理登記。如果提款金額因客戶未有遵守中國相關法律而未能有效地匯至中國以進行支付或被退回，則與此有關的應計利息及費用需由客戶承擔。</u></p> <p>(iii) <u>客戶應充分了解人民幣會因匯率波動而面臨交易風險及應評價損失。市場走勢受限於多種因素影響，且會導致匯率大幅波動。進行人民幣交易的客戶，受限於市場動盪或特殊情況而面臨交易風險及應評估損失。因此，客戶應在進行交易前評估其自身的財務狀況及風險承受能力，亦建議客戶需了解與交易相關的財務、會計、稅務及法律規則，及願意承擔交易風險及吸納損失。</u></p> <p>(iv) <u>非香港居民在本行開立人民幣帳戶時，須確認其沒有持有任何類型的香港身分證。如客戶在開戶後的任何時間取得香港身分證時，客戶應立即通知本行。此後，本行將按照適用於香港居民的人民幣業務規定為客戶提供服務。</u></p>

	<p>(v) <u>香港居民在本行開立人民幣帳戶時，須確認並未以非香港居民身份在香港其他持牌銀行開立任何人民幣帳戶。</u></p> <p>(vi) <u>客戶須確認其在進行人民幣業務前已充分了解上述的重要事項及潛在風險，客戶並同意其願意支付人民幣業務項下的交易之費用，及承擔與其有關的一切損失。</u></p> <p>2. 本行可採取一切必要措施，<u>以遵守中國人民銀行、金管局、任何清算行、中國境內任何清算代理機構或任何其他監管或主管當局的規則與規例。</u>如有需要，本行亦可向清算行及監管部門或主管機構提供與任何人民幣帳戶持有人有關的交易及帳戶資料。</p> <p>3. 本行有權設置<u>僅適用於人民幣業務服務的限制，且有權隨時變更及/或修改適用於人民幣業務服務的條款及條件。</u></p> <p>4. 客戶確認及聲明，<u>客戶已閱讀並完全理解監管或主管機構公佈的所有適用於人民幣業務服務之規則及規例。客戶知悉及同意，本行向客戶提供的所有人民幣業務服務均受監管或主管機構不時頒佈或公佈的法律、規則及規例所約束。</u></p>
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第十一部分 支票帳戶特別條文

條文	修改詳情
第十一部分	<p>由原第七部分移至第十一部分，重編條文內容，新增帳戶指令亦適用於支票帳戶、本行對帳戶餘額不足以支付支票面額的處理說明：</p> <p><u>本第十一部分特別條文適用於與本行開立的支票帳戶，並附加於本條款及細則的其他條文。</u></p> <p><u>本第十一部分特別條文需與本條款及細則第一部份 - 一般條文及其他部份的特別條文一併閱讀。倘若其他條文與本特別條文存在任何差異，以本特別條文的條文為準。</u></p> <p>1. <u>除非客戶與本行另有書面協議，否則支票帳戶的信貸餘額並無利息。</u></p> <p>2. <u>除非客戶與本行另有書面協議，否則帳戶指令亦適用於支票帳戶。</u></p> <p>3. <u>客戶之往來存款戶口若無足夠帳戶餘額兌現開出之支票，則本行有權接受或拒付該支票。如本行給予客戶臨時透支，客戶承諾按本行最終決定的利率向本行償還全部透支金額及其累計利息。</u></p> <p>4. <u>當客戶開立支票帳戶及首次在本行存入指定金額時，本行得向客戶發出支票簿。支票簿應於所有時候妥善保管，以免遺失、被盜或未經授權使用。以此為目的，客戶應採取適當的安全措施，包括使用鎖及鑰匙。</u></p> <p>5. <u>可向本行遞交妥為填妥及簽署的申請表格，或其他本行接受的方式以申請新支票簿。本行可按其絕對酌情權拒絕簽發支票簿。除客戶與本行另有約定外，本行可將支票簿以郵寄方式，或以本行絕對酌情決定的任何其他方式交付支票簿至客戶在本行登記的最後及通常所知地址。本行對任何交付方式所造成的延誤或損失毋須承擔任何責任。</u></p> <p>6. <u>客戶從本行處收到新支票簿後，客戶有責任在使用前核對上面印上的支票序號、帳戶號碼、客戶姓名及支票數目。如有任何異常情況，客戶應立即向本行報告。</u></p> <p>7. <u>支票只能按照本行規定的格式開具，且須遵守本行規定的條款及條件，並且只適用於指定的帳戶。</u></p> <p>8. <u>如已簽發的支票或支票簿遺失、被盜或無法追查，客戶有責任立即以書面向本行報告。</u></p>

9. 倘若客戶以郵寄或其他方式交付支票，請刪去「或持票人」等字樣，支票亦應加上劃線。
10. 客戶在簽發支票時應小心謹慎以確保其正確性及準確性，並同意支票的開具方式不得助長欺詐性變更、欺詐或偽造。特別是但不限於：-
- (i) 客戶應在支票上的空白處，以文字及數字填寫金額，字數應儘量接近，並應儘量靠近左側空白處，以免有插入或增補之處；
- (ii) 在文字所述金額後立即加上「正」字，且在簽發支票時，數字只能採用阿拉伯數字填寫；及
- (iii) 所有支票必須用深色不可擦除墨水、圓珠筆、用印表機或支票機以中文或英文開出，並須簽署符合向本行提供的帳戶指令。
11. 支票的任何變更或增加必須由開票人全簽作實，否則本行有權不接受。客戶同意及知悉，本行毋須對因經合理小心仍未能發現的變更或增加而造成的損失承擔責任。
12. 對資金不足或未結算的資金開出的支票，本行應予以退還。如支票未按帳戶指令簽署、或填寫錯誤、有技術性錯誤、塗改而未有全簽確認、破損、未到期或過期，本行亦可退回未付支票。本行對未付支票退回所收取的費用或徵費將從客戶的支票帳戶中扣除。
13. 客戶只能在支票未支付之前，以清晰的指示通知本行，並清楚說明有關支票的號碼，方能取消有關支票。倘若客戶確定有關支票：-
- (i) 在提供支票號碼以外的其他資料時，本行毋須確保有關支票的其他資料與以號碼標示的資料相符；及
- (ii) 如提供其他資料而非支票號碼，本行沒有責任採取任何行動，但本行可在毋須承擔任何責任的情況下，按其絕對酌情權遵從該等指示。
14. 如本行無法核實客戶要求本行就已開立的支票取消付款的指示，本行無義務採取任何行動，但本行可按其絕對酌情決定且於毋須承擔任何責任的情況下，遵循本行合理認為由客戶發起的任何該等指示，但本行毋須對已遵循任何被證明是虛假、不正確或模稜兩可的指示承擔責任。

第十二部份 電子支票存入特別條文

條文	修改詳情								
1	<p>由原第九部分移至第十二部分，調整部分現有定義詞語：</p> <p>本第十二部份特別條文僅適用於本行的電子支票服務，並附加於本條款及細則的其他條文。本第十二部份特別條文需與本條款及細則第一部份 - 一般條文及其他部份的特別條文一併閱讀。</p> <p>倘若其他條文與本特別條文存在任何差異，以本特別條文的條文為準。</p> <p>1. <u>定義及釋義</u></p> <p>1.1 在本特別條文中，除非上下文另有要求，否則下述的文字及詞語將具有下列所述的含意：</p> <table border="1"> <tr> <td>「匯票條例」</td> <td>指《匯票條例》(香港法例第 19 章)。</td> </tr> <tr> <td>「電子支票」</td> <td>指以電子紀錄(根據《電子交易條例》(香港法例第 553 章)所定義)形式簽發的支票(包括銀行本票)，並附有電子支票或電子本票(視屬何情況而定)正反面的圖片。電子支票可以港幣、美元及人民幣簽發。</td> </tr> <tr> <td>「電子支票存入服務」</td> <td>指本行不時向客戶提供的存入電子支票的服務。</td> </tr> <tr> <td>「電子支票存票服務」</td> <td>指由結算所提供接受出示電子支票的電子支票存票服</td> </tr> </table>	「匯票條例」	指《匯票條例》(香港法例第 19 章)。	「電子支票」	指以電子紀錄(根據《電子交易條例》(香港法例第 553 章)所定義)形式簽發的支票(包括銀行本票)，並附有電子支票或電子本票(視屬何情況而定)正反面的圖片。電子支票可以港幣、美元及人民幣簽發。	「電子支票存入服務」	指本行不時向客戶提供的存入電子支票的服務。	「電子支票存票服務」	指由結算所提供接受出示電子支票的電子支票存票服
「匯票條例」	指《匯票條例》(香港法例第 19 章)。								
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「電子支票存票服務」	指由結算所提供接受出示電子支票的電子支票存票服								

		<u>務，但電子支票存票服務使用者必須先跟結算所登記電子支票存票服務戶口，方可出示電子支票以存入受款人戶口，本定義可根據電子支票存票服務條款不時修訂。</u>
	「電子支票存票服務戶口」	<u>指電子支票存票服務的使用者戶口，每位電子支票存票服務使用者必須先跟結算所登記其使用者戶口方可使用電子支票存票服務出示電子支票以存入受款人戶口，本定義可根據電子支票存票服務條款不時修訂。</u>
	「電子支票存票服務條款」	<u>指由結算所不時指定的條款及條件，以規管由結算所提供的電子支票存票服務的使用。</u>
	「受款人戶口」	<u>就每張使用電子支票存入服務出示以存入的電子支票而言，指該電子支票的受款人於本行開立的帳戶，而該帳戶可以是受款人的個人名義戶口或受款人的聯名帳戶。</u>
	「付款人銀行」	<u>指為其客戶簽發的電子支票作出數碼簽署的銀行。</u>

2	<p>重編條文內容：</p> <p>2. 電子支票<u>服務範圍</u></p> <p>2.1 本行可<u>按其絕對酌情決定向客戶提供電子支票存入服務。如本行向客戶提供電子支票存入服務，客戶可以存入電子支票。為使用電子支票存入服務，客戶須提供本行及結算所分別於任何時候及不時要求或指定的資料及文件，並須接受本行及結算所任何時候及分別不時要求或指定的條款及條件，並同意接受本行及結算所指定或規定的其他條款所約束。客戶亦可能需要簽署本行不時指定的表格及文件。</u></p> <p>2.2 電子支票存入服務讓客戶及其他人士可按下列第3條使用結算所提供的電子支票存票服務或使用存入途徑出示電子支票（不論向客戶及/或受款人戶口的任何其他持有人支付）以存入本行（作為受款人銀行）。</p> <p>2.3 本行可為本行不時指定的貨幣（包括港幣、美元或人民幣）簽發的電子支票，提供電子支票存入服務。</p> <p>2.4 本行有權不時設定或更改使用電子支票存入服務的條款及條件，<u>包括但不限於下列任何一項或各項：</u></p> <p>(i) 電子支票存入服務的<u>服務時間（包括出示電子支票的截止時間）</u>；及</p> <p>(ii) <u>客戶須就電子支票存入服務支付的任何費用及收費。</u></p>
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3	<p>重編條文內容：</p> <p>3. 電子支票存入服務的<u>應用</u></p> <p>3.1 電子支票存入服務可容許透過使用結算所提供的電子支票存票服務或存入途徑，出示電子支票以</p>
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存入本行（作為受款人銀行）。

3.2 提供予客戶的電子支票存票服務受下列條款限制：-

- (i) 電子支票存票服務由結算所提供。就客戶使用電子支票存票服務，客戶受電子支票存票服務條款約束。客戶須自行負責遵守電子支票存票服務條款下的責任；
- (ii) 為使用電子支票存票服務，電子支票存票服務條款要求客戶登記電子支票存票服務戶口連同一個或多個受款人戶口，以供出示電子支票。電子支票存票服務條款容許客戶以客戶同名戶口，或客戶同名戶口以外的其他戶口作為受款人戶口登記電子支票存票服務戶口。客戶須就客戶或任何其他人士使用客戶的電子支票存票服務戶口出示的所有電子支票負責（包括任何向客戶同名戶口以外的受款人戶口出示的電子支票）；
- (iii) 任何有關使用電子支票存票服務的事宜須按電子支票存票服務條款處理。本行可以（但非必要）向客戶提供合理協助。因本行沒有任何使用電子支票存票服務存入的電子支票的電子紀錄或影像，如客戶有所要求，本行可以（但非必要）提供使用客戶電子支票存票服務戶口存入的電子支票日期、電子支票金額、電子支票編號、受款人姓名及任何其他銀行同意提供有關該電子支票的資料；及
- (iv) 本行對結算所是否提供電子支票存票服務及所提供服務的質素、適時度或任何其他事宜均無作出明示或隱含的表述或保證。除非電子支票存票服務條款另有指明，客戶須承擔有關使用電子支票存票服務的責任及風險。客戶或任何其他人士因使用電子支票存票服務或與其有關的服務，而可能引致或蒙受的任何種類的損失、損害或開支，本行均毋須負責。

3.3 本行可不時指定或更改(i)可用的存入途徑而毋須通知；及(ii)任何存入途徑的條款。

4

重編條文內容及增加補償的情況的說明：

4. 客戶的風險及本行的責任

4.1 客戶明白及知悉本行及其他銀行有責任根據業界規則及程序處理、辦理、出示、支付、收取、交收及結算向客戶簽發的電子支票。因此，即使匯票條例未明確指定電子支票出示的方式，或可能指定其他的支票出示方式，本行有權根據業界規則及程序，通過向付款人銀行出示支付予客戶的電子支票。

4.2 於本行提供電子支票服務時，客戶同意及知悉下列各項：-

- (i) 客戶或任何其他人士因使用電子支票存入服務，或客戶或任何其他人士簽發的電子支票，或通過存入途徑出示的電子支票的處理、辦理、出示、支付、收取、交收或結算，或與上述事宜有關而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責，除非任何上述損失、損害或開支屬直接及可合理預見直接且完全由於本行或其人員、僱員或代理人的疏忽或故意失責導致；
- (ii) 為求清晰，現明確如下，客戶或任何其他人士就下列事宜（或任何一項）或與其相關的事宜，而可能引致或蒙受的任何種類的損失、損害或開支，本行毋須負責：-
 - (a) 客戶或任何其他人士使用電子支票存入服務，或與電子支票存票服務條款相關的事宜；
 - (b) 客戶未遵守有關電子支票服務的責任；
 - (c) 按業界規則及程序出示向客戶支付的電子支票，而毋須顧及匯票條例的條文；

(iii)在任何情況下，就任何收益的損失或任何特別、間接、相應而生或懲罰性損失或損害賠償，本行均毋須向客戶或任何其他人士負責。

4.3 客戶同意及向本行作出以下承諾：-

(i)客戶須接受本行及結算所分別就電子支票存入服務及結算所提供的服務施加的責任限制及免責條款。客戶接受及同意，承擔簽發及存入電子支票的風險及責任。

(ii)在不減低客戶在本條款及細則項下提供的任何彌償或於本行享有的任何其他權利或補償的情況下（不論是從法律、衡平法、合約法、侵權法或其他方面提供的），本行及其人員、僱員及代理人（或任何一人）有關或因本行提供電子支票存入服務或客戶使用電子支票存入服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害、成本、費用及開支（包括全面彌償引致的法律費用及其他合理開支），以及本行及其人員、僱員及代理人（或任何一人）可能提出或被提出的所有法律訴訟或程序，客戶須作出彌償並使本行及其人員、僱員及代理人（或任何一人）免受損失。

(iii)如任何責任、申索、要求、損失、損害、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見直接且完全因本行或其人員、僱員或代理人的疏忽或故意失責導致，上述彌償即不適用。

(iv)上述彌償在電子支票服務終止後繼續有效。

Dear customer,

Please be informed that the "Terms and Conditions For Bank Account" have been amended, please refer to the amendments below.

1. The Bank has rearranged the order of the provisions and rephrased certain expressions for clarity and simplicity.
2. Below are the descriptions of other amendments, which are underlined, and the deleted parts are shown with strikethrough:

PART I GENERAL PROVISIONS

Clause	Amendments								
1	<p>The definition of “Confirmation Phone Number” is added and some existing definitions are amended for clarity.</p> <p>1. DEFINITIONS AND INTERPRETATIONS</p> <p>1.1 In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:-</p> <table border="1" data-bbox="300 835 1458 1574"> <tr> <td data-bbox="300 835 619 1021">“Associate”</td> <td data-bbox="624 835 1458 1021">means the Bank’s <u>head office</u>, direct or indirect holding company(ies), affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), in Hong Kong or elsewhere.</td> </tr> <tr> <td data-bbox="300 1028 619 1279">“Authorized Person”</td> <td data-bbox="624 1028 1458 1279">means the person(s) appointed by the Client and accepted by the Bank for or in connection with the opening, operation <u>or</u> maintenance of the Account or using the Banking Services whose delegated authority and particulars are set out in the Account Mandate, subject to such change as may be agreed by the Bank from time to time.</td> </tr> <tr> <td data-bbox="300 1285 619 1386">“<u>Confirmation Phone Number</u>”</td> <td data-bbox="624 1285 1458 1386"><u>means the phone number(s) provided by the Client in the Account Mandate.</u></td> </tr> <tr> <td data-bbox="300 1393 619 1574">“<u>Financial Crime Risk Management Policy</u>”</td> <td data-bbox="624 1393 1458 1574">means the policies and procedures adopted by the Bank from time to time for the prevention of money laundering, terrorist financing, evasion of sanction, fraud, tax evasion, bribery, corruption and other criminal activities under the Applicable Laws and Regulations.</td> </tr> </table>	“Associate”	means the Bank’s <u>head office</u> , direct or indirect holding company(ies), affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), in Hong Kong or elsewhere.	“Authorized Person”	means the person(s) appointed by the Client and accepted by the Bank for or in connection with the opening, operation <u>or</u> maintenance of the Account or using the Banking Services whose delegated authority and particulars are set out in the Account Mandate, subject to such change as may be agreed by the Bank from time to time.	“ <u>Confirmation Phone Number</u> ”	<u>means the phone number(s) provided by the Client in the Account Mandate.</u>	“ <u>Financial Crime Risk Management Policy</u> ”	means the policies and procedures adopted by the Bank from time to time for the prevention of money laundering, terrorist financing, evasion of sanction, fraud, tax evasion, bribery, corruption and other criminal activities under the Applicable Laws and Regulations.
“Associate”	means the Bank’s <u>head office</u> , direct or indirect holding company(ies), affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), in Hong Kong or elsewhere.								
“Authorized Person”	means the person(s) appointed by the Client and accepted by the Bank for or in connection with the opening, operation <u>or</u> maintenance of the Account or using the Banking Services whose delegated authority and particulars are set out in the Account Mandate, subject to such change as may be agreed by the Bank from time to time.								
“ <u>Confirmation Phone Number</u> ”	<u>means the phone number(s) provided by the Client in the Account Mandate.</u>								
“ <u>Financial Crime Risk Management Policy</u> ”	means the policies and procedures adopted by the Bank from time to time for the prevention of money laundering, terrorist financing, evasion of sanction, fraud, tax evasion, bribery, corruption and other criminal activities under the Applicable Laws and Regulations.								
2	<p>Clause 2 is amended to specify that upon the termination of the Agreement, the Account and the Banking Services shall be terminated simultaneously and added that when the provision of certain Banking Service is subject to Additional Terms and Conditions, and there is a discrepancy between those provisions and these Terms and Conditions, the provisions under the Additional Terms and Conditions shall prevail.</p> <p>2. BANKING SERVICES</p> <p>2.1 The Bank shall provide the Client with one or more or all of the Banking Services upon and subject to these Terms and Conditions <u>and</u> in accordance with <u>the Applicable Laws and Regulations</u>.</p> <p>2.2 The Banking Services shall be provided to the Client within the office hours as determined by the Bank from time to time in the Bank’s absolute discretion.</p>								

	<p>2.3 Subject to the Applicable <u>Laws and Regulations</u>, the Bank <u>has absolute discretion</u> to withdraw, cancel or revoke the Banking Services at any time in whole or in part <u>without prior notice or reference to the Client</u>.</p> <p>2.4 <u>For the avoidance of doubt, it is agreed and declared that upon the termination of the Agreement in accordance with the provisions of these Terms and Conditions, the Account and the Banking Services shall be terminated simultaneously.</u></p> <p>2.5 <u>In the event the Bank provides the Banking Services which are subject to additional or separate terms and conditions (the “Additional Terms and Conditions”) and there is a discrepancy between the provisions under the Addition Terms and Conditions and these Terms and Conditions, the provisions under the Additional Terms and Conditions shall prevail.</u></p>
3	<p>Clause 3 is amended to specify that the Bank can verify the identity of the Client, the Authorized Person and the Specified Person while executing the account instruction.</p> <p>3. INSTRUCTIONS</p> <p>3.3 <u>The Bank shall be entitled to act upon instructions or directions the Bank reasonably believes to be given by the Client or the Authorized Person on the Client’s behalf. The Bank shall be under no duty to verify the identity or authority of the person giving any such instruction or direction or its authenticity unless otherwise prescribed by the Applicable Laws and Regulations. Once given, the instructions or directions from the Client or the Authorized Person on the Client’s behalf may only be cancelled, withdrawn, altered or amended in whole or in part with the Bank’s consent, regardless of whether such instructions or directions are executed or not. Without prejudice to the Bank’s rights hereunder, the Bank reserves the right to require the Client, the Authorized Person or the Specified Person to sign a confirmation in the form prescribed by the Bank to acknowledge verbal instructions or directions (if so accepted by the Bank in its absolute discretion) where the Bank considers necessary.</u></p> <p>3.4 <u>It is hereby declared and agreed that the Bank is entitled to verify the identity of <u>the Client, the Authorized Person and the Specified Person</u> by such means, including, without limitation, telephone verification as the Bank shall conclusively determine. Once verified by the means adopted by the Bank, the confirmation of the transaction or instruction to make account enquiry is deemed to have been given by <u>the Client, the Authorized Person and the Specified Person</u> and conclusively binding on the Client.</u></p>
4	<p>Clause 4 is amended to specify that the scope of authorization and the limitations of Authorized Person and Specified Person. And until the Bank completes processing the application for changes of the Account Mandate, additions or revocations of Authorized Person and Specified Person, the account instruction given by the Client with the existing Account Mandate shall remain in full force.</p> <p>4. AUTHORIZED PERSON <u>AND SPECIFIED PERSON</u></p> <p>4.1 In the event that the Client determines to appoint the Authorized Person or the Specified Person, the Client is obliged to notify the Bank in writing and provide the Bank with the Authorized Person’s or the Specified Person’s particulars and/or specimen signature(s) of the Authorized Person together with all other information as prescribed by the Bank. The Authorized Person is authorized to open (if so authorized by the Client and accepted by the Bank), operate, maintain or deal with all other matters in connection with the Account and/or use the Banking Services in accordance with the Account Mandate for and on behalf of the Client except for:-</p>

	<ul style="list-style-type: none"> (i) the application for opening of new account or new services; (ii) <u>the termination of the Account or the Banking Services;</u> (iii) any change of the Authorized Person, the Specified Person, the Agreed Signing Arrangement and/or the Agreed Confirmation Arrangement; and (iv) any change of the correspondence address, contact number or other personal particulars of the Client, the Authorized Person or the Specified Person, unless otherwise agreed by the Client and accepted by the Bank. <p>4.2 <u>The Specified Person is not entitled to give any instruction or direction or deal with other matters in connection with the Account and/or the Banking Services.</u> The Specified Person is only authorized to confirm the instruction or direction given by the Client or the Authorized Person with respect to the Account and the Banking Services, or to make account balance enquiry, transaction particulars enquiry or such other enquiry as agreed between the Bank and the Client. For the avoidance of doubt, it is declared and agreed that the Specified Person shall only confirm the Client's or the Authorized Person's instruction or direction or make enquiry in accordance with the Agreed Confirmation Arrangement.</p> <p>4.3 Any instruction or direction from the Authorized Person on the Client's behalf shall be given in the manner or pursuant to the Account Mandate and the Agreed Signing Arrangement which are in full force and effect from time to time <u>and such Account Mandate and Agreed Signing Arrangement shall remain in full force and effect unless and until a notice of revocation served by the Client is received by the Bank in accordance with these Terms and Conditions.</u></p> <p>4.4 Unless otherwise agreed between the Client and the Bank in writing, any change in, addition to or revocation of the Authorized Person, the specimen signature(s) of the Authorized Person, the Agreed Signing Arrangement, the Specified Person and/or the Agreed Confirmation Arrangement shall not be operative unless and until the Bank shall have actually received such documents and/or authorizations in the form and substance satisfactory to the Bank and reasonable opportunity to process such change, addition or revocation. <u>The Bank shall not be liable for the execution of all acts, matters, instructions, orders or directions of the Authorized Person or all acts, matters, confirmations or inquiries of the Specified Person in accordance with the Account Mandate prior to the completion of the processing of such changes, additions or revocations under the Account Mandate.</u></p>
5	<p>Clause 5 is amended to add situation of the exemption of the Bank's liability. For example, the situation of forged instruction, fraudulent conduct and or information security incidents caused by the Client.</p> <p>5. EXTENT OF LIABILITY</p> <p>5.1 To the fullest extent permitted by the Applicable Laws and Regulations and subject to these Terms and Conditions, in no circumstances, shall the Bank be held liable for any loss or damages suffered or sustained by the Client directly or indirectly arising out of or in relation to:-</p> <ul style="list-style-type: none"> (i) the cancellation, termination <u>or suspension</u> of all or any of the Account and/or the Banking Services (as the case may be); (ii) the cancellation, withdrawal, revocation or suspension of the Client's transactions, <u>instructions or directions</u> or any failure to execute or effect transactions, <u>instructions</u> or <u>directions</u> from the Client where it is attributable to any circumstances or events beyond the Bank's control; (iii) any interruption, suspension, delay, loss, damage or other failure or inaccuracy in transmission of the Client's instructions or <u>directions, or</u> other information howsoever caused; (iv) leakage of instruction or information relating to the Client by any

	<p>telecommunication <u>service provider</u>, equipment, device of intermediary through which the instruction, <u>direction</u> or information is communicated to or from the Bank or the Bank's agents or any other third party;</p> <p>(v) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the service, <u>acts of god</u>, government act, flood, fire, civil commotion, strike, war or any other causes beyond the Bank's reasonable control;</p> <p>(vi) any transaction effected as a result of a forged instruction or <u>direction</u> or any other fraudulent conduct; <u>and</u></p> <p>(vii) <u>the Client's failure to safeguard his information including, without limitation, login name or password against any risk of cyberattack, or any unauthorised use.</u></p> <p>5.2 Unless the act or omission is due to gross negligence, wilful default or fraud of the Bank, the Bank shall not be liable to or responsible for any loss or damage <u>sustained or suffered by the Client directly or indirectly arising out of any act or omission of any counterparties, professional advisors, third-party service providers or agents, which have been selected by the Bank, contracted with or appointed by the Bank with reasonable care (as the case may be) for the purposes hereunder. Notwithstanding the above, the Bank gives no warranty as to the solvency, fitness and properness of any of such counterparties, professional advisors, third-party service providers or agents.</u></p>
6	<p>Clause 8 is renumbered as Clause 6 and to specify the warranties that shall be given by the Client for the use of the Bank's Banking Service.</p> <p><u>6. REPRESENTATIONS AND WARRANTIES</u></p> <p>6.1 The Client represents and warrants that:-</p> <p>(ii) any such execution, delivery and performance will not violate or conflict with any <u>Applicable Laws and Regulations</u>, any provision of any constitutional documents or any charge, trust deed, contract or other instrument or any contractual restrictions applicable to, binding on or affecting the Client or any of the Client's assets or oblige the Client to create any lien, security interest or encumbrance;</p> <p>(v) the Client will comply with <u>the Applicable Laws and Regulations</u> and disclosure requirements of any relevant jurisdiction, <u>exchange</u>, market or regulatory authority which apply <u>to</u> the Client and the Bank from time to time;</p> <p>(vi) the Client will promptly give (or procure <u>any other third parties</u> to give) to the Bank such information and assistance as the Bank may require to enable the Bank to assist or achieve compliance with any of the obligations under the Agreement; and</p> <p>(vii) where the Account is a client account, the Client has put in place reliable system to verify <u>their customers'</u> identity and proper systems and controls to allocate funds in the pooled account to the individual underlying <u>customers</u>. In addition, the Client is satisfied as to the source of the funds used to open the Account or passing through the Account.</p> <p>6.2 The Client warrants and undertakes to ratify and confirm at the Bank's request any act, deed, thing or matter lawfully done or caused to be done by the Bank in the proper performance of the Bank's duties or obligations <u>under the Agreement</u>.</p> <p>6.3 The Client warrants and undertakes to keep the Bank, the Bank's agents and employees fully and effectively indemnified against all loss, damages, costs, charges, liabilities and expenses whatsoever incurred by the Bank <u>arising from the Client's breach or failure to perform any of the obligations under the Agreement</u>.</p>

7	<p>Clause 7 is added to specify that the Bank shall use its best effort to carry out Client’s instructions and shall not be held liable for any losses, expenses or damages incurred by the Client under certain circumstances.</p> <p>7. <u>LIABILITY AND INDEMNITY</u></p> <p>7.1 <u>The Bank shall use its best efforts to comply with and carry out the instructions or directions given by the Client and accepted by the Bank concerning the Account, the Banking Services and the transactions, provided, however that, neither the Bank nor any of its directors, officers, employees or agents (unless it has been established that the Bank or any of them commit acts of fraud and wilful default) shall be held liable howsoever (whether in contract, tort or otherwise) for any losses, expenses or damages suffered by the Client as a result of the followings:-</u></p> <ul style="list-style-type: none"> (i) <u>the inability, failure or delay on the part of the Bank to comply with or carry out any instruction or direction which is ambiguous or defective;</u> (ii) <u>the Bank acts or relies in good faith on any of the Client’s instructions or directions, whether or not such instruction or direction is given after the Bank or the Associate(s) or any of its or their directors, officers, employees or agents has or have provided any recommendations, advice or opinions, unless otherwise provided by the Application Laws and Regulations; and</u> (iii) <u>the misunderstanding or misinterpretation of any instruction or direction given by means of the Electronic Means or communication through the Official Online Platforms, or delays or errors in transmission due or owing to electronic traffic congestion or any other causes, or any mechanical failure, suspension or termination in the continuing operation or availability and mechanical failure or inadequacy of the Bank’s telephone or telecommunication system or installation in connection with the receipt and processing of instructions or directions transmitted by telecommunication devices (whether desktop, mobile devices or otherwise) and all other related equipment, facilities and services.</u> <p>7.2 <u>The Bank’s liability to the Client for any gross neglect or wilful default on the Bank’s part shall not extend to any indirect, consequential or exemplary damages, expenses, losses or costs and any damages for loss of profit, whether or not it is reasonably foreseeable.</u></p>
8	<p>Clause 9 is renumbered as Clause 8 to specify the foreign exchange risk arising from transactions in currencies other than Hong Kong Dollars.</p> <p>8. CURRENCY EXPOSURE</p> <p>8.1 For any transaction effected under the Account or in respect of the Banking Services in currencies other than Hong Kong Dollars, the Client acknowledges that there may be profits or losses arising as a result of a fluctuation in exchange rates, which shall be entirely for the Client’s account and at the Client’s own risk.</p>
9	<p>Clause 10 is renumbered as Clause 9 and to add the description of Compliance Action that the Bank is entitled to take, including refusing the application to open or terminate the accounts or services and disclosing information upon the request of regulatory authorities or law enforcement agencies.</p> <p>9. COMPLIANCE ACTION</p> <p>9.1 Notwithstanding the provisions contained herein to the contrary, the Bank is, in its absolute discretion, entitled and empowered to take or omit to take any action as the Bank shall</p>

consider appropriate (the “**Compliance Action**”) for the purpose of complying with the Applicable Law and Regulations as well as the Financial Crime Risk Management Policy; or refrain from providing the Banking Services to any persons or entities under sanction (whether the United Nations sanctions, local or foreign economic sanctions or otherwise). The Compliance Action includes, without limitation:-

- (i) suspending, declining the application or refusing to handle or process, or refusing to accept payment in or make payment out in connection with, any order, direction, instruction or transaction contemplated under the Agreement;
- (ii) terminating, suspending or putting a hold on the Banking Services and the Account’s operations (whether in whole or in part);
- (iii) declining or refusing to handle the application of opening new accounts or new services;
- (iv) declining or refusing to handle the application to terminate the Account;
- (v) (if in accordance with the Bank’s reasonable opinion that any payment made to, or at the request of, the Client contravenes the Applicable Laws and Regulations) immediately recouping such payment from the Client, irrespective of any other agreement with the Client to the contrary;
- (vi) the screening, interception and investigation of any payment messages and other information or communications sent to or by the Client via the systems of the Bank or other systems;
- (vii) making further enquiries as to, the source or destination of funds, the particulars, reason and purpose of any instruction, direction or transaction, and whether a name which might refer to a sanctioned party actually refers to that party; and
- (viii) reporting suspicious transaction and disclosing information (whether personal, transactional, confidential or otherwise) in connection with the Account, the Banking Services, the Client, the Authorized Person or the Specified Person to competent or regulatory authorities or law enforcement agency.

9.2 For the avoidance of doubt, the Bank will not be liable for any loss (whether direct, indirect or consequential), including without limitation, loss of profit or interest or any damage suffered by the Client or any party arising out of or in connection with:-

- (i) any delay or failure by the Bank in processing any payment messages or other information or communication or any request from the Client, or in performing any of its duties or other obligations in connection with any order, direction, instruction or transaction, triggered by the Compliance Action in whole or in part; or
- (ii) the exercise of any of the Bank’s rights under, or any action taken or non-action made by the Bank, pursuant to this Clause.

10

Clause 11 is renumbered as Clause 10.

10. TERMINATION AND SUSPENSION

10.1 Without prejudice to the generality of the other provisions herein and subject to the Applicable Laws and Regulations, the Bank may in its absolute discretion terminate one or more or all of the Account and/or the Banking Services, by giving thirty (30) calendar days’ notice to the Client, without prejudice to the continuation of the operation of any or more of

the Account and/or the use of any or more of the Banking Services.

10.2 If the Bank reasonably knows or suspects that the Account or the Banking Services are being directly or indirectly operated or used for criminal or other illegal activities or the properties under the Account are directly or indirectly associated with or involved in criminal activities, the Bank is, without giving prior notice to the Client, entitled to terminate the Account forthwith.

10.3 The Bank reserves its right to suspend or terminate the Account and/or the Banking Services with immediate effect without notice when any one of the following events occurs:-

(vi) no reactivation is performed within ninety (90) calendar days or such period as the Bank shall conclusively determine from time to time and at any time from the date when the Account turns into a dormant account with zero balance under Clause 17 hereof;

(vii) for new accounts, no transaction is carried out for a consecutive period of ninety (90) calendar days or such period as the Bank shall conclusively determine from time to time and at any time since the date of completion of the account opening process; or

10.4 Termination or suspension of the Account and/or the Banking Services pursuant to this Clause 10 shall be:-

10.5 The Client may terminate any of the Account and/or the Banking Services upon giving prior written notice to the Bank and in such manner and conditions as prescribed by the Bank from time to time and subject to payment of the handling fees or charges which the Bank may in its absolute discretion impose or levy provided always that the remaining Account and/or the Banking Services shall continue to operate or use upon and subject to these Terms and Conditions. Where the Client terminates the Account and/or the Banking Services due to non-acceptance of any addition, amendments or deletion of these Terms and Conditions, the Bank shall not charge any fees or charges for such termination provided that the Client gives the Bank written notice prior to such addition, amendments or deletion taking effect or within the notice period prescribed by the Bank in its absolute discretion from time to time. The Bank shall also repay any annual or other periodic fees or charges on a pro rata basis, in the event that the fees can be separately distinguished and unless the amount involved is minimal.

10.6 Where the formalities or procedures for opening the Account or using the Banking Services as prescribed by the Bank in its absolute discretion remain uncompleted or outstanding, the Account or the Banking Services shall be suspended from operation or use until the completion of the formalities and procedures. Further, the sum of money deposited into the Account or paid under the Banking Services shall not be withdrawn, transferred or otherwise disposed of except with the Bank's prior written consent.

11 **Clause 11 is added to specify that the Bank shall have its discretion to apply to the court of competent jurisdiction for resolution of any dispute relating to the Account and the Banking Services and all costs and expenses incurred by the Bank shall be reimbursed by the Client.**

11. RESORT TO LEGAL PROCEEDINGS

11.1 The Bank shall have its discretion to apply to the court of competent jurisdiction for resolution of any dispute relating to the Account and the Banking Services, including, without limitation, (i) the ownership of or entitlement to monies under the Account and/or the Banking Services; (ii) the beneficial ownership of any or all interest and rights under the Account and/or the Banking Services; (iii) the delegated authority of the Authorized Person,

the Specified Person or the authenticity of any instructions or directions given by the Client and/or the Authorized Person or any confirmations given by the Specified Person; or (iv) (applicable to corporate client only) the management or administrative powers or shareholders' rights and interest of the Client.

11.2 It is hereby declared and agreed that the Client shall indemnify and keep indemnified the Bank from and against all losses, damages, demands, actions, proceedings, costs (including the legal costs on a full indemnity basis) and expenses arising out of or in connection with the Bank's resort to the legal proceedings under Clause 11.1 and the dispute as described herein. For this purpose, the Bank is entitled to deduct all losses, damages, costs and expenses from the Account.

11.3 For the avoidance of doubt, it is also declared and agreed that the Bank is entitled to seek professional advice (including, without limitation, the legal advice) on the dispute as described in Clause 11.1 and all costs and expenses incurred by the Bank in seeking the professional advices shall be reimbursed by the Client (on a full indemnity basis) and for this purpose, the Bank is authorized to deduct all the costs and expenses incurred from the Account.

12 **Clause 13 is renumbered as Clause 12 and is revised and supplemented, the main points are as follows:**

- 1. The Bank's rights under these Terms and Conditions shall any other rights the Bank may be entitled to at any time.**
- 2. This clause is applicable to the joint account to the effect that account balance in the joint account can be used to set off the debt of one or more joint account holders.**
- 3. The Bank shall use its best effort to notify the Client of any such set-off, combination or consolidation.**

12. LIEN, SET-OFF AND CONSOLIDATION

12.1 In addition and without prejudice to any general or banker's lien, right to set-off or similar rights to which the Bank is entitled by virtue of the Applicable Laws and Regulations, the Bank for itself or as agent for any of the Associate may at any time and without prior reference or notice to the Client:-

- combine or consolidate all accounts including the Account or any other account of any nature whatsoever and either individually or jointly with others, maintained with the Bank and/or the Associate(s) and the Bank may set off or transfer any securities, monies or other property in any such accounts to satisfy debts, obligations or liabilities on the Client's part due and owing to the Bank and/or any of the Associate, whether such debts, obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and
- if any sum is due but remains unpaid hereunder, retain all or any securities, valuables or any other property which may be deposited with or otherwise held by the Bank and/or the Associate(s) for or in the Client's name whether for safe custody or otherwise and sell and/or dispose of the same or any part thereof at such price and in such manner as the Bank shall determine. For this purpose, the Bank may retain such agent or broker and apply the proceeds to set off any or all sums owing under the Agreement after full deduction of all costs and expenses incurred in connection therewith.

12.2 The Bank and/or the Associate(s) may at any time in its absolute discretion convert any sum in the Account or under the Banking Services into any currency by any lawful means at the

	<p>Bank's disposal and at the prevailing rate of exchange as determined by the Bank on the day of passing the entry for the purpose of set off or transfer without <u>prior notice</u> to the Client.</p> <p>12.3 <u>The Bank and/or the Associate(s) shall be under no duty to the Client to obtain the best price in respect of any such dealing, sale or disposal under Clause 12.1. The Bank's rights set out in this Clause 12 shall be without prejudice and in addition to any right of set-off, combination of Accounts, lien or other right to which the Bank and/or the Associate is at any time otherwise entitled (whether by operation of law, contract or in any other manner whatsoever).</u></p> <p>12.4 <u>For the avoidance of doubt, the Bank may, in the case of a joint account, exercise the rights in Clauses 12.1 and 12.2 and apply any credit balance on the joint account in or towards satisfaction of any indebtedness due and unpaid to the Bank by one or more of the joint account holders of the Account.</u></p> <p>12.5 <u>The Bank will notify the Client promptly of any such set-off, combination or consolidation where practicable (including joint account holders of the Account), but failure to do so or any delay in doing so does not invalidate the Bank's exercise of such rights.</u></p>
13	<p>Clause 14 is renumbered as Clause 13.</p> <p>13. FEES, CHARGES, COMMISSIONS AND INTEREST</p> <p>13.1 The Bank has rights to impose or levy such fees, interest, charges and/or commissions for the operation, maintenance or closing of any of the Account or provision of any of the Banking Services to the Client at such rate as prescribed by the Bank in any schedule of fees, levies, charges, interest and/or commissions published or announced by the Bank from time to time. Such schedule of fees, levies, charges, interest and/ or commissions shall be uploaded to the Official Online Platforms or displayed in the Bank's principal place of business or in such other means as the Bank shall consider appropriate and be provided to the Client upon his request. The Bank is hereby authorized to deduct fees, levies, charges, interest and/or commissions from the Account to settle the payment thereof.</p> <p>13.2 The Bank reserves all rights to vary, revise or amend the rate or the basis of calculation thereof upon giving the Client prior notice for a period not less than <u>thirty (30)</u> calendar days. The Bank may circulate such notice through such channels or in such manners as the Bank shall consider appropriate, including but not limited to, post, the Electronic Means or statement insert, notice displayed in the Bank's principal place of business, or uploaded to the Official Online Platforms.</p> <p>13.3 The Client shall pay to the Bank all interest accrued on all outstanding sums payable by the Client to the Bank calculated from the due date to the date of actual payment (before and after judgment) at such rate as prescribed by the Bank and for the actual number of calendar days divided by 360 or 365 subject to all the Applicable Laws and Regulations and in accordance with the Bank's practice for the relevant currency</p> <p>13.4 The Client shall on demand reimburse the Bank for, and indemnify the Bank from and against all liabilities, costs (including but not limited to legal costs on a full indemnity basis) and expenses incurred or suffered by the Bank in connection with any cancellation, termination of, and/or unwinding, any contracts or arrangements in connection with any of the Account or the Banking Services; or in connection with any preservation, protection or enforcement of the Bank's rights under these Terms and Conditions</p>
14	<p>Clause 15 is renumbered as Clause 14.</p> <p>14. STATEMENTS AND CONFIRMATIONS</p>

	<p>14.1 The Bank shall provide account statements to the Client at monthly intervals except for the followings:-</p> <p>14.2 The Client is obliged to examine and verify the correctness of each and every entry in any advice, statements or confirmations issued by the Bank to the Client in regard to any transactions and/or the incidental matters thereto. Where the Client considers an entry wrongful, irregular and/or unauthorized, the Client shall notify the Bank within <u>ninety (90)</u> calendar days from the date of issuance of the advice, statement or confirmation in writing (the “Prescribed Period”). Unless the Bank actually receives the notice to dispute accuracy, regularity or authority of the entry within the Prescribed Period, the Bank shall deem all the entries demonstrated in such advice, statement or confirmation are conclusive, correct, accurate, regular and authorized by the Client.</p> <p>14.3 The Bank should not, however, avail itself of the right set forth in Clause <u>14.2</u> in relation to:-</p> <p>14.4 In the event that the Client prefers to subscribe for e-Statement Service (as defined hereinafter) and to receive e-Statement (as defined hereinafter) from the Bank, Part IV of these Terms and Conditions, in addition to this Clause <u>14</u>, shall be applicable.</p>
15	<p>Clause 16 is renumbered as Clause 15.</p> <p>15. COMMUNICATIONS AND NON-PAPER BASED INFORMATION</p> <p>15.1 Unless or otherwise agreed with the Bank, the Bank may provide downloadable and non-paper based options via the Electronic Means, the Official Online Platforms or other channels that the Bank considers fit and appropriate in circulating data and information which, include and without limitation to, the followings:-</p>
16	<p>Clause 17 is renumbered as Clause 16.</p> <p>16. <u>DORMANT</u> ACCOUNT</p> <p>16.1 The Bank shall classify the Account as a <u>dormant</u> account where no transaction is carried out under or no entry is booked into the Account except for those initiated by the Bank which include, without limitation, debit entry of fees or charges and payment of interest within a period of time as prescribed by the Bank from time to time; and the total balance of the Account within the prescribed period is less than the amount prescribed by the Bank from time to time. Where the Account is classified as a <u>dormant</u> account, the Bank has its absolute right to:-</p> <p>(iv) impose a service charge on the Account by giving <u>fourteen (14)</u> calendar days’ prior notice to the Client;</p> <p>16.2 Without prejudice to the foregoing provisions, the Client may be prohibited from carrying out any activities and any transactions through the Account, including but without limitation, inward remittance and internet banking services in case of the Account being a <u>dormant</u> account.</p> <p>16.3 In the event that the Client desires to reactivate the Account which is a <u>dormant</u> account, the Client is required to contact the Bank and provide the Bank with all necessary information and documents to enable the Bank to comply with customer due diligence requirements under the Financial Crime <u>Risk Management</u> Policy as well as other procedures and measures adopted by the Bank from time to time. The Bank may impose such reactivation fees and charges in accordance with Clause <u>13.1</u> hereof.</p>
17	<p>Clause 18 is renumbered as Clause 17.</p>

	<p>17. DEBT COLLECTION</p> <p>17.1 The Bank is entitled to retain debt collection agent(s) to collect any sum due to be paid to the Bank but remains unpaid by the Client under the Agreement. The Client agrees and acknowledges that the Client has been warned that the Client shall indemnify and keep the Bank indemnified from and against all <u>reasonable</u> costs, fees and expenses which the Bank may reasonably incur in retaining the debt collection agent(s).</p>
18	<p>Clause 12 is renumbered as Clause 18 and is amended to specify that the Client shall ensure the Bank receives the full amount payable by the Client free from any constraints.</p> <p>18. <u>PAYMENT NOT SUBJECT TO DEDUCTION</u></p> <p>18.1 All sums payable by the Client under the Agreement shall be paid <u>in full</u> to the Bank in Hong Kong Dollars and in a currency prescribed by the Bank or otherwise as the Bank may from time to time direct, free and clear of any present, <u>future or contingent taxes, levies, imposts, duties, charges, fees or withholding and without set-off or counterclaim or any restriction, condition or deduction whatsoever. If the Client is compelled by law to make any deduction or withholding, the Client shall promptly pay to the Bank such additional amount resulting in the net amount received by the Bank being equal to the full amount which would have been receivable had there been no such deduction or withholding. Any additional amount payable under this Clause 18 shall be treated as agreed compensation rather than interest.</u></p>
19	<p>Clause 6 is renumbered as Clause 19.</p> <p>19. <u>WAIVER</u></p> <p>19.1 No failure to exercise or enforce and no delay in exercising or enforcing on the part of the Bank of any right, remedy, power or privilege under the Agreement shall operate as waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege hereunder operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege preclude any other further exercise or enforcement thereof, or the exercise or enforcement of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative to and not exclusive of any right, remedy, power and privilege provided by <u>the Applicable Law and Regulations</u> or other documents held by the Bank.</p>
20	<p>Clause 7 is renumbered as Clause 20 and is amended to specify the scope of the Bank's obligations when faced with factors beyond the Bank's control.</p> <p>20. <u>FORCE MAJEURE</u></p> <p>20.1 While the Bank shall use <u>its</u> best endeavour to comply with the Bank's obligations in a timely manner the Bank will incur no liability whatsoever for any partial or non-performance of any of the obligations <u>on the part of the Bank to be performed</u> by reason of any cause beyond the Bank's reasonable control including but not limited to any communication, systems or computer failure, market disruption, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirements and the Bank shall not be held liable for any loss, <u>damages, proceedings, demands, costs and expenses</u> the Client may <u>suffer or sustain</u> as a result thereof.</p>
21	<p>Clause 19 is renumbered as Clause 21 and is amended to specify the scope of the records kept by the Bank that can serve as conclusive evidence in courts.</p>

	<p>21. CONCLUSIVE EVIDENCE</p> <p>21.1 Save for manifest error, the books and records kept by the Bank (including, without limitation, <u>electronic records, telephone call minutes, tape recording, any form of communications</u> and any handwritten <u>notes</u> recorded by the Bank’s employees or agents in the course of their dealing with the Client) in respect of the Account and/or <u>the Banking Services</u> shall be conclusive evidence and binding on the Client, for all purposes and in all courts of law.</p>
22	<p>Clause 20 is renumbered as Clause 22 and is amended to specify that the Client agrees and acknowledges that the Independent Contractors may be required to comply with their disclosure obligations to provide or disclose the Personal Data.</p> <p>22. CONFIDENTIALITY, DELEGATION AND OUTSOURCING</p> <p>22.1 The Bank shall keep confidential all information relating to the Account and/or the Banking Services but may provide such information to the regulators, competent authority or law enforcement agency (including, without limitation, the HKMA, the SFC, the IA, overseas regulators or competent authorities) (the “Relevant Regulators”) to comply with their requirements or requests for information and to any of the Associate for the purpose of providing the Banking Services to the Client from time to time without any prior consent from or notice to the Client.</p> <p>22.2 Without limiting the disclosures provided in Clause <u>22.1</u> above, the Client hereby authorizes the Bank and any of the Associate, without further notice and consent from the Client, to disclose to the Relevant Regulators the Personal Data and such other personal information or data, reports, records or documents pertaining to the Client, the Authorized Person, the Specified Person, the Account and the Banking Services together with such other information as may be required or the Bank may deem appropriate and to produce computerized records or other documents relating to the Client, the Authorized Person, the Specified Person, the Account and the Banking Services if such disclosure or production is required by the Relevant Regulators for the purpose of assisting them in any investigation or enquiry they are undertaking or by a court of competent jurisdiction or if such disclosure or production is in the public interest or in the Bank’s or the Client’s interest or is made with the Client’s expressed or implied consent.</p> <p>22.3 Subject to the Applicable Laws and Regulations, the Bank has right to outsource any of the Bank’s functions under the Agreement including, without limitation, <u>administration, operations, telecommunications, computers, customer services, data transmission and processing, backup support and/or any other related to the Banking Services and/ or all such other functions</u> to the Associate, the Bank’s authorized agent, <u>third party service provider(s)</u> or any such other party in Hong Kong or elsewhere (<u>the “Independent Contractor”</u>) in the manner as the Bank shall consider appropriate provided that the Bank remains <u>ultimately liable for such outsourced activities. The Client hereby agrees and acknowledges that the Independent Contractors may be required to comply with their disclosure obligations in accordance with Applicable Laws and Regulations and to provide or disclose the Personal Data</u> and such other personal information or data, reports, records or documents pertaining to the Client, the Authorized Person, the Specified Person, the Account and the Banking Services <u>to any third party pursuant to the Applicable Laws and Regulations for compliance with the Applicable Laws and Regulations and such directives, codes or guides issued by regulatory or other competent authorities (including but not limited to governmental departments and bureau, judicial authorities or tax authorities).</u></p>

	<p>22.4 The Client <u>and/or the Authorized Person (if any) and/or the Specified Person (if any)</u> hereby consents to all actions taken by the Bank in connection with the use, processing or transfer of the Personal Data for all transactions effected, acts done or otherwise for any purposes (the “Purposes”) set out under these Terms and Conditions and the “Notice to Customer relating to the Personal Data (Privacy) Ordinance” (the “Personal Data Statement”), <u>prescribed by the Bank from time to time</u> which will be distributed to the Client <u>and/or the Authorized Person (if any) and/or the Specified Person (if any)</u> by post, uploading to the Official Online Platforms, displaying in the Bank’s principal place of business or in such other manner as the Bank shall consider appropriate provided that this Clause <u>22</u> shall in no way prejudice the provisions of the Personal Data Statement.</p> <p>22.5 The Client hereby provides his prior, general authorisation for the Bank to:-</p> <p>22.6 The Client hereby agrees that the Bank shall not be in any way liable for any consequences arising out of any disclosure or production made under this Clause <u>22</u>.</p> <p>22.7 Notwithstanding the termination of the Agreement, the Account or the Banking Services, this Clause <u>22</u> shall remain in full force and effect.</p>
23	<p>Clause 21 is renumbered as Clause 23.</p> <p>23. CONFLICT OF INTEREST AND DISCLOSURE</p> <p>23.1 In relation to any transaction, the Bank and/or <u>the Associate(s)</u> may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with the Client’s interest(s) in relation to transaction directly or indirectly (the “Material Interest”). The Bank shall take reasonable steps to ensure fair treatment for the Client in relation to any of such transaction subject to the Applicable <u>Laws and Regulations</u>.</p> <p>23.2 <u>To the fullest extent permitted by the Applicable Laws and Regulations</u>, the Bank shall be entitled to give advice or make recommendation to the Client or enter into transaction for or with the Client or act as the Client’s agent or provide the Banking Services and any other service notwithstanding the Material Interest and shall not be under a duty to disclose to the Client any profit arising therefrom.</p> <p>23.3 <u>To the fullest extent permitted by the Applicable Laws and Regulations</u>, the Bank shall not be liable to account to the Client for, or (save in respect of fees or commissions charged to the Client) to disclose to the Client, any profit, commission or remuneration made or received (whether from any client or by reason of any of the Material Interest or otherwise) by the Bank by reason of any services provided for transaction.</p>
24	<p>Clause 22 is renumbered as Clause 24 and is amended to specify that the Bank shall use its best efforts to notify the Client as soon as the Bank becomes aware of any customer security risks and to add the form of record keeping for verbal instructions or communications.</p> <p>24. TRANSACTION RECORDS AND NOTIFICATIONS</p> <p>24.1 In the course of providing the Banking Services or entering into the transactions <u>under the Agreement</u>, the Bank or the Bank’s agent may need (but not obliged) to record verbal instructions <u>or directions</u> received from the Client <u>or the Authorized Person</u> and/or any verbal communications between the Client, <u>the Authorized Person or the Specified Person</u> and the Bank in relation to any of the <u>Account or the Banking Services</u>, by tape, video or other means</p>

	<p><u>(whether digital or otherwise).</u></p> <p>24.2 The Bank may destroy any <u>such recordings</u> or documents relating to the Account or the Banking Services after microfilming/scanning the same and destroy any microfilm, scanned records upon expiration of such period as the Bank shall consider fit and <u>appropriate</u>.</p> <p>24.3 In the event of loss of the identity document, seal or chop used for giving instructions or <u>directions</u> to the Bank in respect of the <u>Account and the Banking Services</u>, the Client is obliged to forthwith <u>give notice</u> to the Bank in writing. The Bank shall not be responsible for any payment made or transaction executed against the above documents or seal/ chop prior to <u>the actual</u> receipt of such written notice.</p> <p>24.4 The Bank shall use its best efforts to notify the Client as soon as the Bank becomes aware of <u>cyber threats, frauds, scams, bogus marketing and promotional communications and other customer security risks in relation to the Bank, by issuing warning messages or alerts in the manners as the Bank considers fit.</u></p>
25	<p>Clause 23 is renumbered as Clause 25 and is amended to specify that the time of service of notice depends on different notice channel such as by post or through electronic means.</p> <p>25. NOTICE</p> <p>25.1 A notice, <u>request</u> or demand by the Bank under the Agreement may be served by post, personal delivery, cable, telex, facsimile, <u>the Electronic Means or the Official Online Platforms</u>. Such notice, <u>request or demand</u> shall be deemed to have been duly served, if by post, on the day following the day of posting (its subsequent return or non-delivery notwithstanding) <u>if it is served or given within Hong Kong and on the 5th calendar days of its posting if it is served outside Hong Kong,</u> and if by personal delivery, cable, telex, facsimile, <u>the Electronic Means or the Official Online Platforms</u> at the time on the day of such personal delivery, or transmission or circulation thereof by cable, telex, facsimile , the Electronic Means or the Official Online Platforms if addressed to the Client at the last or <u>usual</u> known address <u>(whether physical or electronic) or uploaded to the Official Online Platforms (as the case may be).</u></p> <p>25.2 A notice by the Client, <u>the Client’s legal representative(s)</u> or the Client’s <u>personal</u> representative may be served by post, personal delivery, cable, telex or facsimile transmission at the registered office or last known address of the Bank but shall not be deemed to have been duly served unless and until actual receipt of such post, personal delivery, cable, telex or facsimile transmission by the Bank.</p>
26	<p>Clause 26 is added to specify the importance of the time for the performance of any liabilities and obligations under the Agreement.</p> <p>26. <u>TIME OF ESSENCE</u></p> <p>26.1 <u>Time shall in all respects be of essence in the performance of any or all of the Client’s liabilities and obligations under the Agreement.</u></p>
27	<p>Clause 24 is renumbered as Clause 27 and is amended to specify that the Client should ensure the correctness and completeness of any provided information and the risks of electronic transmission process.</p> <p>27. CHANGE OF INFORMATION</p>

	<p>27.1 The Client and the Bank undertake to inform each other of any material change to the information provided in the Agreement. In particular, <u>without limitation</u>, the Client and the Bank agree that: -</p> <ul style="list-style-type: none"> (i) the Bank shall notify the Client of any material change to the Bank’s business which may affect the Banking Services rendered to the Client by the Bank; and (ii) the Client <u>shall</u> notify the Bank of any change of name, address, particulars and information and provide such supporting <u>documentary proof</u> as reasonably required by the Bank. <p>27.2 <u>The Client agrees and acknowledges that any changes of the Client’s information shall not be effective unless and until it is actually entered in the Bank’s records. The Client further agrees and acknowledges that the Bank will rely on the correctness and completeness of information provided and warrants and represents to the Bank that all such information and any other information from time to time provided by the Client are and shall be true, correct and updated.</u></p> <p>27.3 The Client agrees that the Bank can use the contact information (including without limitation, address, email address <u>and</u> mobile phone number) provided by the Client to communicate with the Client. <u>The Client shall ensure the contact information is updated, valid and carefully managed to avoid unauthorized access to or use of the contact information or any information under the Account (whether it is confidential or otherwise).</u></p> <p>27.4 The Client <u>acknowledges</u> and ensures that the <u>Client is the actual user of the email account provided to the Bank for communication or correspondence purposes if the communication by means of email is accepted by the Bank. The Client agrees that the Bank is entitled (but not obliged) to verify whether the Client is the true owner of the email account in the manner as the Bank shall consider appropriate and may request the Client to provide proof that the Client is the true owner of the email account. It is agreed and acknowledged that the Bank has the absolute discretion to suspend the Account without prior notice to the Client when performing verification procedures as to the true user of the email account.</u></p> <p>27.5 The Client understands and agrees to cooperate with the Bank <u>to complete the email address verification, registration and change procedures. If the Client does not complete the required procedures within a period prescribed by the Bank, the Client is required to redo the email address verification procedures.</u></p> <p>27.6 <u>The Client also agrees and acknowledges that personal, private, transactional or sensitive information (including, but not limited to, the information in transaction advices or statements) may be intercepted during the electronic transmission process and shall be electronically transmitted to the Client at the Client’s own risks. The Bank shall take all necessary actions to assume that the information, which are electronically transmitted to the Client, are not intercepted by any third party but the Bank shall not be held liable to, or responsible for, any or all losses, damages, costs and expenses incurred by the Client as a result of interception.</u></p>
28	<p>Clause 25 is renumbered as Clause 28 and is amended to specify that the Client shall not assign his rights, obligations or liabilities under the Agreement to other except with the prior written consent of the Bank.</p> <p>28. SUCCESSORS AND ASSIGNS</p>

	<p>28.1 The Agreement shall be binding upon, and endure to the benefit of, the parties to the Agreement and their respective successors and permitted assigns.</p> <p>28.2 The Client <u>shall</u> not assign any of the Client’s rights, benefits, powers, obligations or liabilities under the Agreement <u>to other except with the prior written consent of the Bank.</u></p> <p>28.3 The Bank may at any time assign all or any of the Bank’s rights, benefits, powers or <u>obligations under the Agreement to other</u> and in that event the assignee shall have the same rights, benefits, <u>powers</u> or <u>obligations</u> against the Client as he would have had as if the assignee had been a party hereto and the Client <u>hereby</u> waives and forgoes all the Client’s rights, if any, to challenge the validity of any such assignment by way of this <u>Clause 28.3.</u></p>
29	<p>Clause 26 is renumbered as Clause 29.</p> <p>29. SEVERABILITY</p> <p>29.1 If at any time any provision of the Agreement is prohibited by, or becomes illegal, void, invalid or unenforceable in any respect under, the laws of any jurisdiction, neither the legality, validity or enforceability of the other remaining provisions <u>thereof</u> nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.</p>
30	<p>Clause 27 is renumbered as Clause 30.</p> <p>30. JOINT AND SEVERAL</p> <p>30.1 Where the Client consists of more than one person, the representations, warranties, undertakings and indemnities <u>under the Agreement</u> shall be given jointly and severally.</p>
31	<p>Clause 28 is renumbered as Clause 31.</p> <p>31. AMENDMENT</p> <p>31.1 The Client agrees and accepts that the Bank may unilaterally amend or vary the terms and conditions of these Terms and Conditions, which include change of fees and charges and the liabilities or obligations on the part of the Client upon giving the Client prior notice of the changes in writing for a period not less than 30 calendar days. The Bank may give or circulate such notice through the channels or in such manner as the Bank shall in its absolute discretion consider fit, including, but not limited to, by post, statement insert, notice displayed in the Bank’s principal place of business, the Electronic Means or the Official Online Platforms. If the Client continues to maintain the Account or use the Banking Services on or after the effective date of the amendments, the Client shall be deemed to consent and agree with the amendments.</p>
32	<p>Clause 32 is added to obtain certification of U.S. tax residency status and specify the responsibility of the Client to update his tax information whenever warranted.</p> <p>32. <u>TAX STATUS</u></p> <p>32.1 <u>Unless otherwise specified or declared by the Client, the Client hereby certifies that the Client is not a US Person, nor a citizen of the United States, nor a resident of the United States for US federal income tax purposes and are not subject to the tax of United States. The Client also certifies that the Client is not an entity taxable as a corporation, or a partnership created or organized in or under the laws of the United States or any state or political subdivision thereof or therein, including the District of Columbia or any other states of the United States. The Client hereby consents for the Bank and any of the Associate to share information and data of the Client, the Account and the Banking Services with the</u></p>

	<p><u>Relevant Regulators, tax or other competent authorities (if necessary) to establish the Client’s tax liability in any jurisdiction. The Client consents and agrees that the Bank and any of the Associate may withhold from the Account such amounts as the Relevant Regulators, tax or other competent authorities may from time to time require in accordance with all Applicable Laws and Regulations including, but without limitation, the Foreign Account Tax Compliance Act. The Client hereby undertakes to notify the Bank of any change of the above tax status in writing forthwith.</u></p>
33	<p>Clause 33 is added to specify the scope of the Client’s tax obligations.</p> <p>33. <u>TAX COMPLIANCE</u></p> <p>33.1 <u>The Client agrees and acknowledges that he is solely responsible for understanding and complying with his tax obligations (including tax payment or filing of returns or other necessary documents relating to all relevant types of taxes) in all jurisdictions in relation to the opening, maintenance, operation of the Account and/or the use of the Banking Services. The Client acknowledges and confirms that some countries may have tax legislation with extra-territorial effect irrespective of the place of his domicile, residence, citizenship or place of incorporation. The Bank and the Associate are not tax adviser and will not provide the Client with any tax advice. The Client is advised to seek independent legal and tax advice. Neither the Bank nor the Associate shall have any liability in respect of the Client’s tax obligations in any jurisdiction which may arise including any tax obligations which relate to the opening, maintenance, operation of the Account and/or the use of the Banking Services. The Client shall indemnify and keep indemnified the Bank and/or the Associate from and against all losses, damages, demands, actions, proceedings, costs and expense which the Bank and/or the Associate may incur or suffer arising out of or in connection with the Client’s tax obligations as aforesaid.</u></p> <p>33.2 <u>The Client confirms that the Bank is regulated by the HKMA, and subject to the Applicable Laws and Regulations, including, without limitation, anti-money laundering and counter-terrorist financing (“AML/CFT”) laws and regulations in which a number of serious crimes (including serious tax crimes) have been designated as money laundering predicate offences in Hong Kong. Serious tax crimes include acts of omission, forgery or fraud committed with the willful intent to evade tax or to assist others in doing the same may be regarded as money laundering activities.</u></p> <p>33.3 <u>The Client declares, warrants and confirms that he has not committed or been investigated for or convicted of any serious tax crimes, and will not use the Bank as a conduit to disguise the proceeds of tax crimes. The Client acknowledges and confirms that any assets in, or to be deposited in, the Bank are not or may not be proceeds from any criminal activity or conduct (including but not limited to serious crimes), whether in Hong Kong or elsewhere. The Client confirms and acknowledges that no false or misleading information in relation, or incidental, to the tax matters of the Client has been given to the Bank, its officers, employees or agents and the Client shall notify the Bank immediately in writing upon any change in any of the Client’s tax matters.</u></p> <p>33.4 <u>The Client acknowledges and confirms that he will adhere to and comply with all taxes and regulations applicable to the Client. The Client agrees to provide all information and documents relating to its tax affairs as may be required by the Bank to comply with the AML/CFT obligations.</u></p>
34	<p>Clause 29 is renumbered as Clause 34.</p> <p>34. <u>VERISONS DIFFERENCE</u></p>

	<p>34.1 In the event of any inconsistency in interpretation or meaning between the Chinese and English versions of these Terms and Conditions, the Client and the Bank agree that the English version shall prevail.</p>
35	<p>Clause 35 is added to specify the rights of those who is not a party to these Terms and Conditions.</p> <p>35. <u>THIRD PARTY RIGHTS</u></p> <p>35.1 <u>Without prejudice to Clause 35.3, a person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the “Third Parties Ordinance”) to enforce or to enjoy the benefit of any term of these Terms and Conditions.</u></p> <p>35.2 <u>Notwithstanding any provision contained herein, the consent of any person who is not a party to these Terms and Conditions is not required to rescind or vary these Terms and Conditions at any time.</u></p> <p>35.3 <u>Any director, officer, employee, Associate or agent of the Bank may, by virtue of the Third Parties Ordinance, rely on any provision herein (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.</u></p>
36	<p>Clause 30 is renumbered as Clause 36.</p> <p>36. GOVERNING LAW AND JURISDICTION</p> <p>36.1 The Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to the Agreement irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Courts but the Bank shall be entitled to enforce the Agreement in courts of other competent jurisdiction as the Bank may select.</p>

PART II SPECIFIC PROVISIONS FOR OPERATION OF ACCOUNT

Clause	Amendments
	<p>Part II is renumbered to specify this part is applicable to the operation of all of the Accounts and specify the Client is bound by the terms of the documents he sign and the Bank's approach of handling Closing Balance upon account closure.</p> <p><u>These Specific Provisions under Part II shall apply to the operation of all of the Accounts, and are in addition to other provisions of these Terms and Conditions.</u></p> <p><u>These Specific Provisions under Part II should be read in conjunction with Part I – General Provisions of these Terms and Conditions and the Specific Provisions under the other parts thereof. In the event of any inconsistency between those provisions and these Specific Provisions, the provisions herein shall prevail.</u></p> <ol style="list-style-type: none">1. <u>In opening, operation and closing of the Account, the Client shall complete and sign such documents as the Bank may require and agree to be bound the terms thereof, including, but not limited to, the Account Mandate, application forms for time deposit or chequebook, or other application forms in relation to the operation of the Account. The Client shall also provide the Bank with such other documents as the Bank may require.</u>2. The Bank shall be entitled to prescribe:-<ol style="list-style-type: none">(i) <u>minimum and maximum amounts or balances for the opening, operation and closing of the Account;</u>(ii) <u>minimum balances required before interest becomes payable on the Account which is interest-bearing;</u>(iii) <u>charges and commissions payable in respect of the operation of the Account (including, without limitation, any account carrying an unclaimed balance which has been transferred to the Bank's unclaimed balance account pursuant to Clause 9 hereof); and</u>(iv) <u>the available deposit periods in the case of the Account which is a time deposit account.</u>3. <u>All payments or credits against monetary instruments are conditional upon collection and if effected prior to collection shall be reimbursed on demand or reversed immediately in the absence of collection.</u>4. The <u>Client</u> agrees that:<ol style="list-style-type: none">a. <u>cheques drawn by the Client which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or HKICL for such period as is stated in the rules relating to the operation of the clearing house and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and</u>b. <u>the Bank is authorized to contract inter alia with collecting banks and HKICL in accordance with the terms in clause (i) above.</u>5. <u>An inward remittance (whether in Hong Kong Dollars or in any other currencies) to the Account may not be credited to the Account on the same day if the related payment advice is not received by the Bank before the relevant cut-off times specified by the Bank from time to time. No interest will accrue on any inward remittance before the funds are actually credited into the Account.</u>6. <u>Interest on the Account (in case of an interest-bearing account) shall accrue from day-to-day at such rates as the Bank shall from time to time determine and, accrued interest shall be credited to the Account at such intervals as the Bank may determine or may agree with the Client. The last day shall be excluded from calculating interest accrued on closing Account.</u>7. <u>The Bank shall be entitled to prescribe the foreign currencies in which the Account may be denominated and the method of payment in respect of Account which is a foreign currency</u>

account. The Bank shall be entitled to effect payment in a currency other than currency denominated for the Account and, if it does so, the exchange rate shall be the prevailing rate conclusively determined by the Bank at the relevant time.

8. Any request for cancellation or reversal of payment instructions shall be at the absolute discretion of the Bank and subject to such conditions as the Bank may prescribe from time to time.
9. Where a passbook is issued for the Account, the passbook must, except where the Bank agrees otherwise, be presented for all withdrawals from the Account. The passbook is for the Client's reference and does not necessarily indicate the most up-to-date balance of the Account as the Account may include unposted items which may not be demonstrated in the passbook. The Client should from time to time present the passbook to the Bank to update the interest and get the unposted items posted onto the passbook. When the number of the unposted items reaches a certain level as determined by the Bank from time to time, all the unposted items will be consolidated as one entry and the individual items will not be posted onto the passbook. A copy of the consolidation statement listing out the unposted items which are consolidated within a certain period can be produced and provided to the Client upon request in writing and payment of the Bank's charges prescribed from time to time.
10. Where a cashier's order is issued for uplifting the account balance standing to the credit of the Account (the "Closing Balance") upon termination of the Account, the Client shall present the cashier's order for payment as soon as reasonably practicable after the issue. The Closing Balance shall be considered unclaimed and transferred to the Bank's unclaimed balance account if the Client does not present the cashier's order for payment within 6 calendar months from the date of issue. In such event, the Client shall be required to notify the Bank in writing to claw back the Closing Balance, subject to payment of charges or fees as the Bank may prescribe pursuant to Clause 13.1 of Part I of these Terms and Conditions.
11. The Bank shall be entitled to act in accordance with its regular business practice and procedures and will only accept the Client's instructions in so far as it is (in the Bank's opinion) practicable and reasonable to do so. For the avoidance of doubt, the Bank is authorised to participate in the arrangements of any organization which regulates the carrying on of the banking business and operates any system for providing central clearing, settlement and similar facilities for banking institutions.
12. Any payments made by the Bank to any person producing a withdrawal form purporting to be signed, sealed and/or chopped as authorised by the Client shall have the same effect as if made to the Client personally and will absolve the Bank from all liabilities to the Client or to any other party.
13. The Bank may from time to time specify any additional means or medium (including the telephone, the internet or other electronic means or medium) through which instructions may be delivered or transmitted to the Bank subject to such terms and conditions (including any risk disclosure statements) as the Bank may reasonably prescribe. All such instructions given, as understood and acted on by the Bank, shall be irrevocable and binding on the Client whether given by the Client or by any other person purporting to be the Client. The Bank shall be under no duty to verify the identity or authority of the person giving any such instruction or its authenticity. Where the Account is in the name of more than one person, the Bank is authorised to act on the instructions of any of them delivered or transmitted to the Bank through any means or medium specified by the Bank from time to time. Such instructions and any terms and conditions reasonably prescribed by the Bank with respect to the relevant means or medium of delivery or transmission shall be binding on all the account holders in all respects notwithstanding that any of the account holders

does not use such means or medium.

14. The Client shall not create any encumbrance over a credit balance in any Account except with the prior written consent of the Bank.
15. Any specific terms agreed between the Bank and the Client in respect of any transactions shall prevail if they are inconsistent with the terms and conditions hereof.
16. Where the Account is established outside Hong Kong, the operation and payment therefrom may be subject to the local laws. The Bank shall not be responsible for, or liable for any losses, taxes, costs and expenses as a result of complying with, any local laws, regulations, governmental measures or restrictions which may be applicable to the operation of the Account and/or payment thereunder and/or to the Client's assets relating thereto.
17. The Bank shall not be liable for any losses which may be incurred by the Client as a result of a transaction carried out by the Bank in accordance with the instructions of the Client nor, in any other case, unless due to the negligence or willful default of the Bank, its officers or employees.
18. The Client shall indemnify the Bank, its officers and employees against all liabilities and claims (including any expenses of reasonable amount and reasonably incurred) which they may incur as a result of a transaction carried out by the Bank on behalf of the Client unless due to the negligence or willful default of the Bank, its officers or employee.
19. The Bank may (but shall not be obliged), and the Client expressly authorises the Bank to, record by tape or other means all instructions and requests given by the Client verbally to the Bank and all other verbal communications between the Client and the Bank in connection with any Account and/or any Banking Services made available by the Bank from time to time including, without limitation, those given or communicated by telephone (collectively, "Verbal Communications"). The Client expressly agrees that if a dispute arises at any time in relation to the contents of any Verbal Communications, then the tape recording or such other records of such Verbal Communications, or a transcript of the same certified as a true transcript by an officer of the Bank, shall be a conclusive evidence between the Bank and the Client as to the contents and nature of such Verbal Communications unless and until the contrary is established and may be used as evidence in such dispute. The Bank reserves the right to refuse to act upon any Verbal Communications if, in its opinion, there are reasonable grounds for doing so. Furthermore, the Bank reserves the right to defer acting on any Verbal Communications and to require further information with respect to such Verbal Communications as the Bank may consider appropriate.

PART III SPECIFIC PROVISIONS FOR OPERATING ACCOUNT BY PERSONAL CHOP OR SEAL

Clause	Amendments
	<p>PART III is added to specify the risk of using personal chop or seal in lieu of manual signature to operate the Account and any instructions given with personal chop shall be conclusively binding on the Client.</p> <p><u>These Specific Provisions under Part III shall apply to the use of personal chop or seal (the "Authorized Seal") in lieu of manual signature(s) by the Client or the Authorized Person to operate the Account, and are in addition to other provisions of these Terms and Conditions.</u></p> <p><u>These Specific Provisions under Part III should be read in conjunction with Part I - General Provisions of these Terms and Conditions and the Specific Provisions under the other parts</u></p>

thereof. In the event of any inconsistency between those provisions and these Specific Provisions, the provisions herein shall prevail.

1. The Client warrants and acknowledges that the affixing of the Authorized Seal by whomsoever affixed, shall suffice to authorize and empower the transactions which include any transfer, payment or withdrawal from, or transaction or operation of whatever nature in relation to, the Account with the Bank and shall be conclusively binding on the Client.
2. The Client confirms and acknowledges that the Bank may act upon instructions or directions in accordance with these Terms and Conditions, and shall not be obliged to verify whether the Authorized Seal is genuine or forged, or whether it has been affixed with or without the Client's knowledge or authority so long as the Authorized Seal so impressed is purportedly similar to the specimen record thereof filed with the Bank, and such instructions or directions shall be valid effective and conclusively binding on the Client and the Bank shall not be liable for any loss or damage whatsoever suffered by the Client in connection therewith. The Client shall be wholly responsible for and assume all risks, losses, damage and responsibilities in connection with, incurred by or caused by operating the Account by the Authorized Seal in lieu of manual signatures. The Client warrants and acknowledges that he shall keep the Bank, its directors, officers, employees, agents and representatives indemnified from and against all actions, proceedings, losses, damages, claims, expenses, interests, costs (legal or otherwise), and charges which the Bank may incur or suffer arising out of the Bank's agreement to follow any of the Client's instructions or directions by affixing the Authorized Seal.
3. The Client acknowledges and confirms that he fully understands and accepts all the risk associated with operating the Account by the Authorized Seal including but not limited to forgery, irregular or unauthorized use, loss, mislaying and/or theft of the Authorized Seal. In the event of the Client realizes or has any reasonable belief or doubt that the Authorized Seal is used for any unauthorized use, the Client has to notify the Bank in writing. Upon such notice, the Bank shall handle such changes, addition or revocation in accordance with Clause 4.4 of Part I of these Terms and Conditions. In any event, the Client agrees and acknowledges that the Bank shall accept no responsibility for following the instructions or directions affixed with the Authorized Seal unless and until the Bank has actual notice of such unauthorized use and a reasonable opportunity to process.
4. The Bank is entitled to debit any of the Account for the purpose of discharging and releasing the Client from its liability owed to the Bank.

PART III What is the DPS Coverage

Clause	Amendments
	<p>Part III is deleted as the DPS Coverage Information is otherwise provided to the Client in the Account Opening Forms and the Customer Notice.</p> <p>All deposits denominated in Hong Kong dollars, Renminbi or any other currency deposits held with our bank are protected. The maximum protection is up to HK\$500,000 per depositor, including both principal and interest.</p> <p>The following types of deposits are protected:</p> <ul style="list-style-type: none"> ✓Conventional deposits with Scheme members (e.g. savings deposits, current account deposits and time deposits with a term not more than 5 years) ✓Deposits held by individuals (including joint account) or corporations

	<p>✓Secured / pledged deposits</p> <p>Deposits in separate accounts for the same depositor in the same bank will be combined for calculating the protected deposit amount.</p> <p>The following types of deposits are not protected:</p> <p>✗Structured deposits (e.g. foreign currency linked deposits and equity link deposits)</p> <p>✗Time deposits with a maturity longer than 5 years</p> <p>✗Bearer instruments (e.g. bearer certificates of deposit)</p> <p>✗Offshore deposits (e.g. deposits with overseas / mainland China offices of a Scheme member)</p> <p>Eligible deposits are protected by the DPS automatically. Also, depositors do not need to pay for the protection.</p>
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PART IV SPECIFIC PROVISIONS FOR E-STATEMENT SERVICES

Clause	Amendments
	<p>Part IV is renumbered and to add the definition of “e-Statement Service” and “e-Statement”, the Bank may not be able to provide the e-Statement Service at certain times due to the causes beyond the Bank’s control and the Client and the Bank can discontinue e-Statement Service when providing advance notice.</p> <p><u>These Specific Provisions under Part IV shall apply to the e-statement service and are in addition to other provisions of these Terms and Conditions.</u></p> <p><u>These Specific Provisions under this Part IV should be read in conjunction with Part I - General Provisions of these Terms and Conditions and the Specific Provisions under the other parts thereof. In the event of any inconsistency between those provisions and these Specific Provisions, the provisions herein shall prevail.</u></p> <ol style="list-style-type: none"> 1. <u>The Client may, through Electronic Means or the Official Online Platforms, apply and subscribe for the services (the “e-Statement Service”) of an electronic form of the account(s) statement (the “e-Statement”). Prior to the Client’s application for the e-Statement Service, the Client agrees to subscribe, or confirm that the Client is a current subscriber of the Bank’s internet banking services. The Bank has the absolute discretion to refuse any request for subscription of the e-Statement Service without providing any reason.</u> 2. <u>The Client agrees that by subscribing and using the e-Statement Service, the Client agrees to be bound by these Specific Provisions and to pay all fees and charges which the Bank may prescribe for the subscription and use of the e-Statement Service.</u> 3. <u>The Bank has the absolute discretion from time to time to modify, restrict, withdraw, cancel, suspend or discontinue the e-Statement Service without providing any reason or prior notice or notice to the Client, unless the Applicable Laws and Regulations otherwise provided. The Client acknowledges and understands that the e-Statement Service may not be available at certain times due to maintenance and/or computer or network failure or any causes beyond the Bank’s control.</u> 4. <u>The Client understands that e-Statement Service is available to the Client provided that the Client has appropriate internet and telecommunication services, installed equipment, devices and software, and provide the Bank with a valid e-mail address to receive notification regarding the availability of the e-Statement by e-mail. The Client shall keep such equipment</u>

and devices used for e-Statement Service secure and shall prevent any third party from accessing the equipment and devices and any confidential information electronically transmitted thereto.

5. Unless the Client otherwise specified, the Client will not receive any hard copy of the monthly account(s) statement once he has registered the e-Statement Service. The Client agrees that the Bank will only remind the Client through email to access and download the e-Statement by logging in to the prescribed system within the available period prescribed by the Bank, otherwise the Client may not be able to access or download a copy of the e-Statement after the available period.
6. The Client understands and agrees that the successful delivery of e-mails in connection with the e-Statement Service by the Bank to the Client's designated e-mail address shall constitute delivery of hard-copy monthly statements to the Client. Should there be any failure in sending e-mails in connection with the e-Statement Service at the Client's designated e-mail address for any other reason, the Bank may, at its absolute discretion, mail hard copy statement of account(s) to the Client's usual and last known address by post at the Client's owns costs and expenses.
7. The Bank shall use reasonable effort to ensure that the e-Statement Service is secure and the Client's e-Statement is accessible by authentication of his password or any other authentication means as the Bank may in its absolute discretion determine provided however that the Client acknowledges that the Bank does not warrant the security, secrecy and confidentiality of all information transmitted or delivered through the e-Statement Service. The Client shall keep the password secure and confidential and shall not disclose to any other third party.
8. The Client confirms that the Client understands and accepts all potential risks involved in using the e-Statement Service including, without limitation, data or information transmitted via the e-Statement Service being accessed, intercepted, monitored, amended, tempered with or being transmitted or disclosed to other parties without the Client's authorization. If there is any incident caused by information technology when using the e-Statement Service, the Client is required to inform the Bank immediately.
9. The Client agrees that the Bank shall not be liable for any loss, damages or expenses that the Client shall incur, including, without limitation, any loss or damage caused to the Client's data, software, computer, telecommunications equipment, devices or other equipment in connection with the Client's use of the e-Statement Service unless they are caused solely and directly by the Bank's gross negligence or wilful default.
10. The Client agrees that an administration fee will be charged by the Bank at the rate designated by the Bank from time to time and a postage will be charged for the purpose of replacing the e-Statement Service by requesting the Bank to provide hard copy statement of account(s) by mail or such other means as agreed between the Client and the Bank. The designated administration fees and postage are charged upon the Client's request to the Bank for providing hard copy statements of account(s) by mail or such other means as agreed between the Client and the Bank.
11. With respect to the use of the e-Statement Service, the Client acknowledges and undertakes that, upon the change of his e-mail address, the Client shall notify and inform the Bank forthwith of his updated and accurate e-mail address.
12. The Client may terminate the subscription of the e-Statement Service by giving the Bank not less than thirty (30) calendar days prior written notice. Termination of the e-Statement Service shall not be effective unless and until the Bank has reasonable time to process the

	<p><u>Client's application for termination in the Bank's prescribed manners. The Bank may during the reasonable period of consideration for the above application carry out further enquiries with the Client or other necessary handling procedures as it considers to be appropriate, before confirming the termination application. Upon termination of the subscription of the e-Statement Service, hard copy of the statements of account(s) shall be delivered to the Client by mail or such other means as agreed between the Client and the Bank in the month immediately following the month in which the termination took effect.</u></p> <p>13. <u>The Bank shall have the right to terminate the Client's subscription of the e-Statement Service provided that prior to termination, the Bank shall inform the Client by notice delivered through the e-Statement Service or by means as may be agreed between the Bank and the Client. Upon termination of the subscription of the e-Statement Service, hard copy of the statements of account(s) shall be delivered to the Client by mail or such other means as agreed between the Client and Bank.</u></p>
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PART V SPECIFIC PROVISIONS FOR FACSIMILE OR ELECTRONIC MAIL INSTRUCTIONS

Clause	Amendments
	<p>PART V is added to specify the risk of the instructions or directions given by facsimile or electronic mail and shall be conclusively binding on the Client.</p> <p><u>These Specific Provisions under Part V shall apply to instructions or directions given by the Client to the Bank by facsimile or electronic mail.</u></p> <p><u>These Specific Provisions under Part V should be read in conjunction with Part I - General Provisions of these Terms and Conditions and the Specific Provisions under the other parts thereof. In the event of any inconsistency between those provisions and these Specific Provisions, the provisions herein shall prevail.</u></p> <p>1. <u>The Client is reminded to carefully read this Part V and these Terms and Conditions and hereby advised to seek independent legal advice if necessary.</u></p> <p>2. <u>The Client confirms and understands the risks associated with instructions or directions given by facsimile or electronic mail which include, without limitation, the followings:-</u></p> <ul style="list-style-type: none"> (i) <u>facsimile or electronic mail is not a secured and reliable means of giving instruction or direction and may be exposed to the risk of failure in connection with transmission system;</u> (ii) <u>instruction or direction is subject to the risk of unauthorized interception and unauthorized or forged alteration; and</u> (iii) <u>instruction or direction is also subject to the risk of delay in transmission or wrongful transmission to unintended recipient.</u> <p>3. <u>The Client agrees and acknowledges that where he gives written instruction to the Bank by facsimile or by electronic mail (the "Fax and Electronic Mail Instruction"), which is so accepted by the Bank, the Fax and Electronic Mail Instruction will be subject to the confirmation by calling the Confirmation Phone Number as per the Agreed Confirmation Arrangement. In the event that the confirmation process under the Agreed Confirmation Arrangement for the Fax and Electronic Mail Instruction is not completed, or not completed to the satisfaction of the Bank, for whatsoever reasons, the Bank shall have the right to refuse or decline to follow or act on the Fax and Electronic Mail Instruction. The Client shall have no claim against the Bank in relation to its refusal and declination.</u></p> <p>4. <u>Once the confirmation process under Agreed Confirmation Arrangement for the Fax and</u></p>

	<p><u>Electronic Mail is completed, the Fax and Electronic Mail Instruction shall be conclusively binding on the Client and the Client shall waive or forego his rights to challenge the validity or authenticity of thereof. The confirmation process shall be recorded by audio recording.</u></p> <p>5. <u>Further, the Bank may in its absolute discretion treat the Fax and Electronic Mail Instruction as the original of the written instruction duly and fully authorized by the Client in all respects and for all purposes. For the avoidance of doubt, the Client further agrees and acknowledges that audio recording of the confirmation process and the Fax and Electronic Mail Instruction are admissible to the court of any competent jurisdiction and the Client shall not dispute the admissibility of any or all of them. For the purpose of this Part V, the Fax and Electronic Mail Instruction means the Client's hardcopy instruction given to the Bank and executed in accordance with the Account Mandate and which instruction is transmitted to the Bank by way of facsimile or as the attachment to the email.</u></p> <p>6. <u>The Client agrees and confirms that the Bank shall not be held liable for any loss, damage or expense as a result of following, relying or acting on, the Fax and Electronic Mail Instruction in good faith and diligently. The Client further agrees to indemnify and hold the Bank harmless from and against any claims, demands, losses, actions, proceedings, damages, costs (legal or otherwise) and expenses arising out of, or in connection with, the Bank's agreement to follow, rely or act on the Fax and Electronic Mail Instruction.</u></p>
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PART VI SPECIFIC PROVISIONS FOR JOINT ACCOUNT AND PARTNERSHIP

Clause	Amendments
	<p>Part V is renumbered as Part VI and to add the Bank can suspend the Joint Account when any of joint account holders become mentally incapacitated and specify the terms of reactivation.</p> <p><u>These Specific Provisions under Part VI shall apply to the Account consisting of more than two or more persons or the Banking Services with joint service users and are in addition to other provisions of these Terms and Conditions.</u></p> <p><u>These Specific Provisions under Part VI should be read in conjunction with Part I - General Provisions of these Terms and Conditions and the Specific Provisions under the other parts thereof. In the event of any inconsistency between those provisions and these Specific Provisions, the provisions herein shall prevail.</u></p> <p>1. The Client will be jointly and severally liable for all or any of the obligations or liabilities under the Agreement or in any other dealings between the Client and the Bank.</p> <p>2. Unless otherwise agreed between the Client and the Bank in writing and until the Bank receives written notice signed by all of the Client <u>to the contrary:-</u></p> <p>(i) each joint account holder of the Account or joint user of the Banking Services will have sole authority on behalf of all the joint account holders or all the joint service users to deal with the Bank fully and completely as if he were the sole owner of the Account or user of the Banking Services without any notice to the other joint account holders or other joint service users (as the case may be);</p> <p>(ii) any of the joint account holders or the joint service users may <u>effectively and conclusively discharge the Bank</u> in respect of any of the Bank's obligations or <u>liabilities under the Agreement</u>; and</p>

3. On the death of any of the account holders or the service users, the Agreement will not terminate but remain binding on the other surviving person(s) constituting the Bank's client and the Bank may treat such survivor(s) as the only party to the Agreement with the Bank. For the avoidance of doubt, it is hereby declared and agreed by the Client that all rights and interests of and in the Account or the Banking Services will be vested in the survivor(s) under the Account or surviving user of the Banking Services upon death of the account holder(s) of the Account or user of the Banking Services by operation of the rule of survivorship. This provision shall not apply to partnership account unless agreed between the Bank and the Client.
4. Notwithstanding the foregoing provisions, the Bank reserves its right :-
 - (i) to require joint instructions from some or all of the joint account holders of the Account or the joint users of the Banking Services before taking any action under the Agreement; and
 - (ii) if the Bank receives instructions from any one of the joint account holders of the Account or the joint user of the Banking Services which are not consistent with other instructions in its reasonable opinion, to advise one or more joint account holders of the Account or joint users of the Banking Services of such conflict or inconsistency and/or take no action on any such instructions or directions until the Bank receives further instructions in the form and substance satisfactory to the Bank.
5. In the event of a joint account holder of the Account becoming mentally incapacitated, the other joint account holder(s) of the Account and/or the committee of the estate of the incapacitated joint account holder of the Account appointed by the court (if any) shall inform the Bank by way of a written notice immediately. Upon actual receipt of the notice, the Bank may suspend operation of the joint account until the Bank is satisfied that all other joint account holder(s) of the Account is/are aware of the circumstances and the Bank has been provided with all the required information and documentations relating to the incapacitated account holder of the Account for the purpose of reactivation of the Account as conclusively determined by the Bank. For the avoidance of doubt, instructions given to and followed by, and/or the transactions executed by the Bank prior to the Bank's receipt of the above notice are conclusively binding on all the account holders of the Account. The Bank is, in its absolute discretion, entitled (but not obliged) to determine the conditions and limitations subject to which the Account may be resumed before a legally valid arrangement with respect to the interest of the incapacitated joint account holder of the Account is made.
6. If the Client is a partnership, the following provisions shall apply: -
 - (i) unless otherwise agreed by the Bank, the Client's partnership agreement, if any, will not bind the Bank and the operation, maintenance or closing of the Account established by the partnership with the Bank or uses of the Banking Services by a partnership are governed by and subject to these Specific Provisions;
 - (iii) notwithstanding any change in the partnership's constitution, the remaining partners will have full power and authority to use and operate the Account or the Banking Services until the Bank received actual notice of change; and
 - (iv) unless otherwise agreed by the Bank, the Client will give the Bank a new Account Mandate and open a new account upon any change of constitution of the partnership.

PART VII SPECIFIC PROVISIONS FOR NATURAL PERSON WHO IS UNDER THE AGE OF 18

Clause	Amendments
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PART VI is renumbered as PART VII

These Specific Provisions under Part VII are only applicable to minor account, and are in addition to other provisions of these Terms and Conditions.

These Specific Provisions under Part VII should be read in conjunction with Part I – General Provisions of these Terms and Conditions and the Specific Provisions under the other parts thereof.

In the event of any inconsistency between those provisions and these provisions, the provisions herein shall prevail.

PART VIII SPECIFIC PROVISIONS FOR TERM DEPOSITS

Clause	Amendments
	<p>PART VIII is added to set out the contents related to Term Deposit that is originally in PART II and is amended to specify the definitions of Term Deposit.</p> <p><u>These Specific Provisions under Part VIII shall apply to term deposits, and are in addition to other provisions of these Terms and Conditions.</u></p> <p><u>These Specific Provisions under Part VIII should be read in conjunction with Part I - General Provisions of these Terms and Conditions and the Specific Provisions under the other parts thereof. In the event of any inconsistency between those provisions and these Specific Provisions, the provisions herein shall prevail.</u></p> <ol style="list-style-type: none"><u>Where the Account is a term deposit (including, the time and call deposits) (the “Term Deposit”), the Term Deposit under the Account is non-transferable and non-negotiable.</u>Interest <u>for the Term Deposit</u> is calculated up to but excluding the maturity date. Interest is payable on the maturity date but in the case of deposits of <u>12</u> months or more, may be paid at agreed intervals.Interest <u>rate on the Term Deposit, which is a fixed deposit</u>, is fixed for the entire deposit period. Interest on <u>the Term Deposit which is a call deposit</u>, will be simple interest accruing from day to day at the call rate as specified by the Bank on a daily basis.Where instructions for automatic renewals of <u>the Term Deposit</u> are given, the interest rate applicable to the <u>renewed term for the relevant type of the Term Deposit</u> is the interest rate prevailing on the maturity date <u>of the original term</u>. In the absence of renewal instructions, the Bank may pay interest on the deposit after maturity at such rate as <u>the Bank shall consider fit</u>.<u>Upon the request of the Client, the Bank is entitled (but not obliged) to allow a premature withdrawal of the Term Deposit on such terms as the Bank may prescribe and upon payment of administration fee at such rate as the Bank shall from time to time prescribe.</u><u>If the Term Deposit (whether in Hong Kong Dollars or otherwise) matures on a day which is not a Business Day, the Term Deposit shall be deemed to mature and payable on the succeeding Business Day. The interest shall be accrued up to the maturity date but excluding the maturity date and any days thereafter. For the avoidance of doubt, in the event that the maturity date of the Term Deposit in foreign currency falls on a day on which the commercial banks in the principal financial centre for that relevant foreign currency are not open to the general public for banking business, the Bank is still entitled to make payment of the Term Deposit in foreign currency and interest accrued thereon to the Client.</u>

PART IX SPECIFIC PROVISIONS FOR CROSS-BOUNDARY AND LOCAL PAYMENTS

Clause	Amendments
	<p>PART IX is added to specify the rights and obligations of the Bank and the Client, including:</p> <ol style="list-style-type: none">1. The factors that could delay the arrival of outward remittance and the Bank shall not be liable for any losses, damages or expenses as a result of the delayed payments.2. How the Bank will process payment instructions when there are insufficient immediately available funds in the account.3. Conditions for cancellation of payment instructions by the Bank.4. Descriptions of how to use the payment services. <p><u>These Specific Provisions under Part IX shall apply to cross-boundary and local payments, and are in addition to other provisions of these Terms and Conditions.</u></p> <p><u>These Specific Provisions under Part IX should be read in conjunction with Part I - General Provisions of these Terms and Conditions and the Specific Provisions under the other parts thereof. In the event of any inconsistency between those provisions and these Specific Provisions, the provisions herein shall prevail.</u></p> <ol style="list-style-type: none"><u>1. In the event of making telegraphic transfer in words or Chinese, the Bank shall not be held liable for any delay in transmission or misinterpretation when the telegraphic transfer is received, delay in the relevant payment system where the beneficiary bank is located, and error and delay caused by the beneficiary bank. In no event will the Bank be liable to any loss, damage or expense arising out of or incurred as a result of the foregoing.</u><u>2. The Bank reserves the right not to act in accordance with the payment instruction or direction, or to cancel the payment instruction or direction where the Bank is in reasonable opinion that there are insufficient immediately available funds in the Account at the time of the execution of the payment instruction or direction, or for any such other reasons the Bank shall consider appropriate. Where the Bank cancels the payment instruction or direction, the Bank will promptly notify the Client, and if the Client desires to continue to proceed with the payment instruction or direction, the Client shall re-submit the payment instruction or direction provided that the immediately available funds under the Account are sufficient. In any event, the Bank shall not be held liable for any loss, damage or expense suffered or incurred by the Client as a result of any delay in execution or cancellation of the Client's payment instruction or direction.</u><u>3. The Client acknowledges that a remittance instruction is subject to the cut-off time of the countries/geographical locations of the destination thereof and the availability of relevant services (including, without limitation, the clearing system of the relevant currency or the country/region where the intermediary or beneficiary bank is located). The Client also acknowledges that the beneficiary bank or the beneficiary may not receive the remitted funds under the remittance instruction on the date of execution thereof. The Client further acknowledges that the release of remitted funds to the beneficiary bank is subject to and varies with the internal operation procedure of the relevant beneficiary bank as well as the local restrictions or the location of the beneficiary bank. Where the beneficiary bank does not receive the remitted funds on the contemplated date, the Bank shall not be held liable for any loss or damages incurred by the Client or any third party.</u><u>4. The Client agrees and understands that the Bank can obtain the required information from the Account Mandate when executing its cross-boundary and local payments application.</u><u>5. The Client is required to provide clear information of the beneficiary bank, beneficiary</u>

account number or address to the Bank, and is responsible for ensuring that the remittance or payment instructions or directions and the beneficiary/beneficiary institution information provided to the Bank are true, accurate and complete. The Bank shall not be held liable for any loss, damage or expenses incurred by the Client or any third parties arising from any payment or transfer following the payment or remittance instructions or directions given, or information provided, by the Client, nor the Bank shall be exonerated from resolving any dispute in connection therewith.

6. The Client confirms and acknowledges that once a remittance or payment instruction or direction is given, the Client is not permitted to amend the remittance information or cancel the instruction or direction given (whether in whole or in part) except with the Bank's prior written consent. The Client agrees and acknowledges that, amongst others, the Bank's consent to cancel the remittance or payment instruction or direction is also subject to the confirmation of the intermediary and/or correspondent banks that the remittance is duly withheld and cancelled. The cancellation of remittance or payment instruction or direction is subject to the following terms and conditions:-
- (i) any costs and expenses incurred by the Bank's intermediary and/or the correspondent bank shall be directly deducted from the amount refunded;
 - (ii) the Bank shall deduct handling charges or fees imposed by the Bank from the Account directly;
 - (iii) the refunded amount shall be credited into the Account from which the remittance amount was debited; and
 - (iv) if the currency of the refunded amount is different from that of the relevant Account, the Bank shall convert such amount at the prevailing buying rate adopted by the Bank for that currency at the day of refund and credit the same into the Account directly.
7. Should the Client desire to effect outward remittance, the Bank shall provide the Client with the information and details as follows:-
- (i) a basic description of the appropriate banking services available and the manner in which the same can be used;
 - (ii) information as to when amount remitted or paid on the Client's instructions or directions will usually reach the beneficiary;
 - (iii) the basis on which exchange rates will be applied to the amount remitted
 - (iv) details of any commission or charges payable by the Client to the Bank; and
 - (v) in respect of cross-boundary payments, details of other commission or charges which will apply, for instance, those levied by the Bank's intermediary or correspondent banks outside Hong Kong, and whether there is an option for such commission or charges to be paid by the remitter or the beneficiary.
8. All funds deposited by the Bank into the Account are deposited in the currencies accepted and received by the Bank. If the currency of any incoming payment is different from the currency of the Account, the Client agrees and acknowledges that the Bank will convert the funds so received into the currency of the Account at the prevailing buying rate for that currency on the day of executing the payment adopted by the Bank and credit the converted amount into the Account.

9. An inward remittance (whether in Hong Kong Dollars or otherwise) to the Account may not be credited to the Account on the date upon which the Bank has received the remitted amount if the related payment advice and the remitted amount is not received by the Bank before the cut-off time as prescribed by the Bank from time to time. No interest will accrue on any amounts under the inward remittance before the same are actually credited into the Account.
10. Notwithstanding the Client's designation of an intermediary bank, the Bank is, in its absolute discretion, entitled to designate and instruct any of its foreign branches or correspondent banks in any countries or regions as the beneficiary bank or the intermediary bank in the execution of the Client's remittance or payment instruction or direction, including effecting the remittance to the beneficiary bank and advising the beneficiary bank of the remittance. The Client agrees and authorizes the Bank or the correspondent bank to effect any outward remittance in any manner as it the Bank shall consider fit and appropriate. The Bank shall not be liable for any errors, omissions, negligence, delay, default, insolvency or failure in business resulting from the correspondent bank, the beneficiary bank or the intermediary bank, no matter whether they are designated by the Bank or the Client. The Client may request the Bank to take follow-up actions or enquiries subject to the payment of any fees or charges which may be imposed by the Bank, the correspondent, intermediary or beneficiary banks.
11. Unless otherwise specified, the Client agrees and understands that fees or charges withheld by the correspondent, intermediary or beneficiary bank from the remitted amount when remittance is paid or transferred shall be borne by the beneficiary bank pursuant to the local banking customs.
12. The Bank, the intermediary bank and the correspondent bank shall not be held liable for any delay or failure to pay the remittance to the beneficiary, delay in notifying the beneficiary or delay in sending any documents, letters or telegrams to the beneficiary, intermediary bank or correspondent bank. Any actions taken by the Bank, the intermediary bank or the correspondent bank, if performed in compliance with the Applicable Laws and Regulations, shall be binding on the Client. The Bank, the intermediary bank and the correspondent bank shall not be liable for any such actions.
13. The Client agrees and understands that the correspondent or intermediary bank designated by the Bank may either pay the beneficiary bank or deposit into the beneficiary's account in the original currency or convert the funds into local or other currency at the prevailing buying rate for that currency on the day of payment adopted by the beneficiary bank.
14. The Bank reserves the right to withhold for investigation, not to act in accordance with and reject the remittance or payment instruction or direction where the Bank is in reasonable opinion that processing the instruction or direction would constitute a breach of any of the Applicable Laws and Regulations or the remittance is involved in criminal or money laundering activities, sanctions regime or terrorist financing. The Client confirms and acknowledges that the intermediary bank or beneficiary bank may request for further information pertaining to the Client and the Account for the purpose of complying with Applicable Laws and Regulations. For this purpose, the Client authorizes the Bank to make such required disclosure. The Client agrees that any non-payment of funds to the beneficiary or retention of funds by the correspondent, intermediary or beneficiary bank is a matter entirely beyond the Bank's control and the Client will not hold the Bank accountable, nor the Bank is responsible for recovering the funds so remitted.
15. The Client agrees and acknowledges that the Bank shall process the Client's instructions

	<p><u>or directions in accordance with the Applicable Laws and Regulations as well as the rules, guidelines or procedures, imposed by Hong Kong Interbank Clearing Limited (including its successors and assigns) which include, without limitation, the rules in relation to Real Time Gross Settlement system/Clearing House Automated Transfer System and Faster Payment System together with the remittance customs among the banks and its regular business practices.</u></p>
16.	<p><u>The Client agrees and understands that the Client shall make enquiry of the laws and regulations on foreign exchange controls or other relevant restrictions where the beneficiary bank is located, before applying for cross-border or local payments. The Bank shall not be held liable for any loss, damage or expense suffered or incurred by the Client as a result of the execution of regulated or restricted transactions in accordance with the Client's instructions or directions.</u></p>
17.	<p><u>Upon the Client's request, the Bank shall provide the Client with the following information, to the extent that the Bank is in possession of the information at the relevant time:-</u></p> <ul style="list-style-type: none"> (i) <u>the time when an outward remittance instruction or instruction is or will be effected by the Bank, received by the beneficiary bank and received by the beneficiary;</u> (ii) <u>where an outward remittance instruction or direction cannot be completed, the time required for the fund to be clawed back to the Account;</u> (iii) <u>whether the total fees and charges, which have been or will be incurred, shall be borne by the Client or the beneficiary; and</u> (iv) <u>the identity of any of the correspondent and intermediary banks which have been or will be involved, if any, including their fees and charges and processing time,</u> (v) <u>provided that in the event that the above information is not or has yet to be available, the Bank will explain clearly to the Client the limitations and, where available, provide information on how and when the above information may be obtained.</u>

PART X SPECIFIC PROVISIONS FOR RENMINBI BUSINESS

Clause	Amendments
	<p>Part VIII is renumbered as PART X and to specify the risk of Renminbi business and the rights and obligations of the Bank and the Client.</p> <p><u>These Specific Provisions under Part X shall apply to Renminbi business, and are in addition to other provisions of these Terms and Conditions.</u></p> <p><u>These Specific Provisions under Part X should be read in conjunction with Part I - General Provisions of these Terms and Conditions and the Specific Provisions under the other parts thereof. In the event of any inconsistency between those provisions and these Specific Provisions and Risk Disclosure Statement, the provisions herein shall prevail.</u></p> <p>1. The Client <u>who has established the Account and/or used the Banking Services for Renminbi business should read the provisions hereunder carefully. By executing the Account Mandate and entering into the Agreement, the Client confirms and acknowledges that he has carefully read these Specific Provisions and understands that Renminbi is still not freely circulated and subject to restrictions and the Client who conducts Renminbi business may be subject to the following risks:-</u></p> <ul style="list-style-type: none"> (i) <u>Assets or liabilities denominated in Renminbi may be required to be paid or discharged by way of other currency as payment tool in the event that there is</u>

change in laws: -

- (a) Whilst the Bank shall use its best endeavour to seek practical solutions or methods, the Client, who is beneficially entitled to assets or carries liabilities denominated in Renminbi or liable to payment obligations in Renminbi by reason of concluded transactions, may be required to pay or receive by means of other currency which is exchanged at the prevailing exchange rate for the reason that change in laws will have impact on the demand and supply of Renminbi in the market or settlement of the executed transactions;
 - (b) The Client to whom the banking facilities denominated in Renminbi is extended is advised to consider the ability to repay Renminbi upon maturity and exchange risk when the Client is not capable of making repayment in Renminbi; and
 - (c) Despite that a specified loan amount or limit is provided in the consumer loan agreement between the Client to whom the banking facilities is granted and the Bank, the Client is still subject to the risk that the loan will not be drawdown in Renminbi on account of the legal restriction and, thus, the Client is subject to risk of shortage of funding. If it is drawdown in other foreign currency, the Client may suffer or sustain exchange loss by reason of exchange rate fluctuation.
- (ii) The Client is advised to fully understand that the circulation of Renminbi is subject to restrictions imposed by local laws in China and those local laws may change from time to time and the Client is required to ensure the Renminbi transactions comply with China local laws.
- (a) Reminibi remittance remitted to China will be rejected in the event that the same does not comply with the requirements and Renminbi is not freely circulated. Where the Client remits Renminbi remittance to China and the remittance is not effectively paid to the payee for the reason as aforesaid, the Bank shall arrange the refund of the remitted amount provided that all cable, postage and other charges shall be borne by the Client and will be deducted from the remitted amount.
 - (b) The Client with banking facilities in Renminbi who is desirous of utilizing the banking facilities in China, should obtain the approval of the competent authority in China to permit the remittance of the Renminbi funding to China and make registration for complying with foreign debt administration rules in China. In the event that drawdown amount is not effectively remitted to China for payment or returned on the ground of the Client's failure to comply with the relevant laws in China, the accrued interest and expenses in connection therewith shall be borne by the Client.
- (iv) Non-Hong Kong Resident is required to, when opening Renminbi account, acknowledge that he does not hold Hong Kong Identity Card of any kind. If the Client obtains Hong Kong Identity Card at any time subsequent to the point of time of account opening, the Client should notify the Bank forthwith. Thereafter, the Bank shall provide the Client with the service in accordance with the rules for Renminbi business applicable to Hong Kong Resident.
- (v) It is a requirement for Hong Kong Resident who opens Renminbi account with the

	<p>Bank, to acknowledge that he does not open any Renminbi account as non-Hong Kong <u>Resident</u> with other licensed banks in Hong Kong.</p> <p>3. The Bank is entitled to set restrictions that apply only to Renminbi services and to amend and/or revise the terms and conditions applicable to Renminbi <u>business</u> services from time to time.</p> <p>4. The Client confirms and declares that the <u>Client had read and the Client</u> fully understands all the rules and regulations applicable to Renminbi <u>business</u> services announced by the supervisory or competent authorities. The Client <u>acknowledges and</u> agrees that all Renminbi <u>business</u> services <u>provided by the Bank to the Client</u> are regulated by, and subject to the <u>laws, the rules and regulations promulgated or</u> announced by the supervisory or competent authorities from time to time.</p>
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PART XI SPECIFIC PROVISIONS FOR CURRENT ACCOUNT

Clause	Amendments
	<p>Part VII is renumbered as PART XI and to add to specify the Account Mandate is applicable for the current account and the Bank may accept or reject the cheque if the account balance of the current account is not sufficient to pay the cheque.</p> <p><u>These Specific Provisions under Part XI shall only apply to current account established with the Bank, and are in addition to other provisions of these Terms and Conditions.</u></p> <p><u>These Specific Provisions under Part XI should be read in conjunction with Part I - General Provisions of these Terms and Conditions and the Specific Provisions under the other parts thereof. In the event of any inconsistency between those provisions and these Specific Provisions, the provisions herein shall prevail.</u></p> <p>2. <u>Unless otherwise agreed between the Client and the Bank in writing, the Account Mandate shall apply to current account.</u></p> <p>3. <u>Where</u> temporary overdraft is granted by the Bank, the Client undertakes to <u>repay</u> to the Bank the whole amount so overdrawn together with accrued interest thereon calculated at such rate as <u>conclusively</u> determined by the Bank.</p> <p>4. Cheque book will be issued to the Client upon the Client's opening a current account and first depositing a specified amount with the Bank. Cheque books should be kept in safe custody at all times <u>from loss, theft or unauthorized use</u>. For this purpose, the Client should, <u>amongst others, take appropriate security measures including lock and key.</u></p> <p>5. Application for new cheque book may be made by presenting a duly completed and signed application form to the Bank or by any other means acceptable to the Bank. The Bank may in its absolute discretion refuse to issue a cheque book. The Bank may, unless otherwise agreed <u>between the Client and the Bank</u>, deliver the cheque book to the <u>Client's last and usual known</u> address registered with the Bank by mail or by any other means as determined by the Bank in its absolute discretion. The Bank accepts no liability for any delay or loss <u>caused</u> by any mode of delivery.</p> <p>6. Upon receipt of a new cheque book from the Bank, the Client is obliged to verify the cheque serial numbers, account number and name of the <u>Client</u> printed thereon as well as the number of cheques before use. Any irregularity in respect thereof should be reported to the Bank <u>forthwith</u>.</p> <p>7. Cheque should only be drawn in the form prescribed by the Bank subject to such terms and conditions as stipulated by the Bank and should only be used for the permitted account.</p>

8. When a signed cheque or a cheque book is lost, stolen, or untraceable, the Client is obliged to report the same to the Bank in writing forthwith.
9. When the Client delivers cheques by way of post or other means, the word “OR BEARER” should be crossed out and the cheque should be crossed.
10. The Client should exercise due care when drawing cheques to ensure their correctness and accuracy and agrees that cheques shall not be drawn in a manner which will facilitate fraudulent alteration, fraud or forgery. In particular, without limitation: -
 - (iii) all cheques must be drawn in dark colour non-erasable ink, ball-point pen, by printer or cheque writer in Chinese or English and be signed in conformity with the Account Mandate provided to the Bank.
11. Any alteration or addition to a cheque must be confirmed by the full signature of the drawer. The Client agrees and acknowledges that the Bank will not be responsible for losses arising from alterations or additions which cannot be detected by exercising reasonable care.
12. Cheques drawn against insufficient or unsettled funds shall be returned unpaid by the Bank. The Bank may also return a cheque unpaid if it is not signed in accordance with the Account Mandate, or is incorrectly completed, drawn with technical error, altered without confirmation by the Client’s full signature, mutilated, post-dated or stale. The Bank’s charges or levy for cheque returned unpaid will be debited from the Client’s current account.
13. Any instruction to countermand payment of drawn cheque to the Bank must be clear and unambiguous, suffice to identify the cheque drawn by reference to cheque number and reach the Bank prior to its payment. In the event that the Client identifies the cheque in question: -
 - (i) by reference to other particulars in addition to the cheque number, the Bank shall not be responsible to ensure that other particulars correspond with the particulars of the cheque in question identified by number; and
 - (ii) by reference to other particulars instead of the cheque number, the Bank may not be obliged to take any action but the Bank may in its absolute discretion and without accepting any liability, follow such instruction.
14. Where the Client requests the Bank to countermand payment of a cheque drawn by means of an instruction which cannot be verified by the Bank, the Bank shall not be obliged to take any action provided however that the Bank may in its absolute discretion and without accepting any liability, follow any such instructions which are, in the Bank’s reasonable opinion, initiated by the Client but shall not be liable for having followed any such instruction which turns out to be false, incorrect or ambiguous.

PART XII SPECIFIC PROVISIONS FOR E-CHEQUES DEPOSIT SERVICES

Clause	Amendments
	<p>Part IX is renumbered as PART XII and some existing definitions are amended for clarity.</p> <p><u>These Specific Provisions under Part XII are only applicable to the Bank’s services relating to the e-cheque, and are in addition to other provisions of these Terms and Conditions.</u></p> <p><u>These Specific Provision under Part XII should be read in conjunction with Part I - General Provisions of these Terms and Conditions and the Specific Provisions under the other parts thereof. In the event of any inconsistency between those provisions and these Specific Provisions, the provisions herein shall prevail.</u></p>

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these Specific Provisions, the following words and expressions, unless the context requires otherwise, shall have the following meanings: -

“Bills of Exchange Ordinance”	means the Bills of Exchange Ordinance (Cap. 19 <u>of the Laws of Hong Kong</u>).
“Clearing House”	means Hong Kong Interbank Clearing Limited and its successors and assigns.
“Deposit Channel”	means any channel offered by <u>the Bank</u> from time to time for presentment of e-Cheque for deposit.
“e-Cheque”	<u>means a cheque (including a cashier’s order), issued in the form of an electronic record (as defined in the Electronic Transactions Ordinance (Cap. 553 of the Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier’s order (as the case may be). e-Cheque may be issued in Hong Kong Dollars, US dollars and Renminbi.</u>
“e-Cheque Deposit Service”	mean the services offered by <u>the Bank to the Client</u> from time to time for depositing e-Cheque.
“e-Cheque Drop Box” or “e-Cheque Drop Box Service”	<u>means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheque in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheque to a Payee Bank Account, as may be amended from time to time in accordance with the e-Cheque Drop Box Terms.</u>
“e-Cheque Drop Box Account”	<u>means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheque for deposit into a Payee Bank Account as may be amended from time to time in accordance with the e-Cheque Drop Box Terms.</u>
“e-Cheque Drop Box	means all the terms and conditions prescribed by the

Terms”	Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.
“Industry Rules and Procedures”	means the rules and operating procedures governing the handling of e-Cheque adopted by the Clearing House and the banking industry from time to time.
“Payee Bank”	means the bank at which a Payee Bank Account is held.
“Payee Bank Account”	means, in respect of each e-Cheque presented for deposit using the e-Cheque Deposit Service, the <u>Account</u> of the payee of the e-Cheque maintained with <u>the Bank</u> into which the e-Cheque is to be deposited which may be a sole name or a joint name account.
“Payer Bank”	means the bank which digitally signed an e-Cheque created by the Client.

2. SCOPE OF e-CHEQUE DEPOSIT SERVICE

- 2.1** The Bank may provide e-Cheque Deposit Service to the Client at the Bank’s absolute discretion. If the Bank provides e-Cheque Deposit Service to the Client, the Client may deposit e-Cheque. In order to use the e-Cheque Deposit Service, the Client has to provide such information and documents and agree to such terms and conditions which shall be stipulated or prescribed by the Bank and the Clearing House respectively from time to time and at any time. The Client may also be required to sign such forms and documents as prescribed by the Bank from time to time.
- 2.2** The e-Cheque Deposit Service allows the Client and other persons to present e-Cheque (whether payable to the Client and/or any other holder of the Payee Bank Account) for deposit with the Bank as Payee Bank, using the e-Cheque Drop Box Service offered by the Clearing House or using the Deposit Channels in accordance with Clause 3 below.
- 2.3** The Bank may provide e-Cheque Deposit Service relating to e-Cheque that are issued in any currency specified by the Bank from time to time, including Hong Kong Dollars, US dollars or Renminbi.
- 2.4** The Bank has the right to set or vary from time to time the terms and conditions for using the e-Cheque Deposit Service which include, without limitation, any or all of the followings: -

- (i) the service hours of the e-Cheque Deposit Service (including cut-off times for presenting e-Cheque); and
- (ii) any fees and charges payable by the Client for the e-Cheque Deposit Service.

3. APPLICATION OF e-CHEQUE DEPOSIT SERVICE

3.1 The e-Cheque Deposit Service may allow presentment of e-Cheque for deposit with the Bank as Payee Bank using the e-Cheque Drop Box Service provided by the Clearing House or using the Deposit Channel.

3.2 The e-Cheque Drop Box Service is provided to the Client subject to the followings: -

- (i) It is provided by the Clearing House. The Client agrees to be bound by the e-Cheque Drop Box Terms in relation to the Client's use of the e-Cheque Drop Box Service and is solely responsible for performing the Client's obligations under the e-Cheque Drop Box Terms.
- (ii) In order to use the e-Cheque Drop Box Service, the Client is required in accordance with the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. The Client is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account which either is the Client's same-name account or an account other than the Client's same-name account. The Client is responsible for the presentment of all e-Cheques by the Client or any other person using the Client's e-Cheque Drop Box Account (including presentment of any e-Cheque to a Payee Bank Account other than the Client's same-name account).
- (iii) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but not obliged to) provide reasonable assistance to the Client. In particular, the Bank would not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. Upon the Client's request, the Bank may (but not obliged to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Client's e-Cheque Drop Box Account; and
- (iv) The Bank gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, the Client bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which the Client or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

3.3 The Bank may specify or vary from time to time (i) the available Deposit Channels without notice; and (ii) the terms governing the use of any Deposit Channel.

4. CLIENT'S RISKS AND BANK'S LIABILITIES

4.1 The Client understands and acknowledges that the Bank and other banks are obliged to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheque payable to the Client. Accordingly, the Bank is entitled to collect any e-Cheque payable to the Client by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the Bills of Exchange Ordinance may not expressly provide for

presentment of e-Cheque or may specify other manner for presentment of cheques.

4.2 In providing the services relating to e-Cheque, the Client agrees and acknowledges the followings:-

- (i) the Bank is not liable for loss, damage or expense of any kind which the Client or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Deposit Service or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheque presented by the Client or any other person using the Deposit Channel, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the negligence or wilful default on the part of the Bank or of the Bank officers, employees or agents;
- (ii) in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Client or any other person may incur or suffer arising from or in connection with any or all the followings: -
 - (a) use of the e-Cheque Drop Box Service by the Client or any other person, or the e-Cheque Drop Box Terms;
 - (b) the Client's failure to comply with the Client's obligations relating to the e-Cheque Deposit Service;
 - (c) presentment of any e-Cheque payable to the Client in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance;
 - (d) any failure or delay in providing the e-Cheque Deposit Service, or any error or disruption relating to the e-Cheque Deposit Service, caused by or attributed to any circumstance beyond the Bank's reasonable control; and
- (iii) in no event will the Bank be liable to the Client or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

4.3 The Client agrees and undertakes with the Bank:-

- (i) The Client accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheque Deposit Service and the services provided by the Clearing House. The Client accepts and agrees to bear the risks and the liabilities for depositing e-Cheque.
- (ii) Without reducing the effect of any indemnity given by the Client under these Terms and Conditions or any other rights or remedies that the Bank may have (whether provided by laws, equity, contract, tort or otherwise), the Client will indemnify and keep indemnified the Bank and the Bank's officers, employees and agents and hold each of them harmless from and against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal costs on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the e-Cheque Deposit Service or the Client's use of the e-Cheque Deposit Service.
- (iii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from

	<p><u>the negligence or wilful default on the part of the Bank or of the Bank's officers, employees or agents.</u></p> <p>(iv) The above indemnity shall <u>survive</u> the termination of the e-Cheque Deposit Service.</p>
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