

## PART IV - SPECIFIC PROVISIONS FOR INTERNET BANKING

### 第四部份 - 網路銀行服務特定條文

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These Specific Provisions should be read in conjunction with the General Provisions for Banking Service under Part I, Specific Provisions for Banking Service under Part II, and Specific Provisions for Faster Payment System under Part III hereof. In the event of any inconsistency between those provisions and these provisions, the provisions under Part IV hereof shall prevail.

本特定條文須與第一部份之銀行服務一般條文、第二部份之銀行服務特定條文及第三部份之快速支付系統特定條文一併閱讀。倘若該等條文與本條文存在差異，則以本第四部份的條文為準。

#### 1. SERVICE SCOPE 服務範圍

- 1.1 Subject to and upon these Terms and Conditions, the Bank may provide the Internet Banking Service to the Client from time to time through any internet site commissioned, installed, hosted, operated and/or maintained by the Bank to enable the Client to give instruction to and communicate with the Bank on-line for the purposes of executing banking transactions under the Bank Account and other transactions and using the Banking Service to the extent prescribed by the Bank from time to time.

根據本條款及細則，本行可透過任何由本行委託、安裝、託管、營運及/或維持的互聯網網站，不時向客戶提供網路銀行服務，以便客戶可向本行發出指示及與本行進行線上溝通，以執行銀行帳戶項下的銀行交易及其他交易，並在本行不時指定的範圍內使用銀行服務。

- 1.2 For the avoidance of doubt, any internet site commissioned, installed, hosted, operated and/or maintained by the Bank is connected to the internet via an independent service provider. Such independent service provider is independent of the Bank and the Bank shall not be liable for any act or omission of such independent service provider in any respect.

為免生疑問，任何由本行委託、安裝、託管、營運及/或維持的互聯網網站乃透過一個獨立服務供應商連接網路。該獨立服務供應商獨立於本行，且本行毋須對該獨立服務供應商在任何方面的任何作為或不作為負責。

- 1.3 The Bank may make financial, market or other information and data (the “**Market Information**”) supplied by any person (the “**Information Provider**”) available to the Client via the Internet Banking Services and may provide the Client with reports compiled from the Market Information in any form, medium or means (the “**Reports**”). The Market Information and the Reports are made available to the Client for reference only and are neither intended for trading purpose nor investment advice. Neither the Bank nor any Information Provider shall be considered an investment adviser to the Client. Neither the Bank nor any Information Provider warrants, represents or undertakes the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Market Information or the Reports or whether it is fit for any purpose. In any event, the Bank or any Information Provider assumes no any liability (whether in tort, contract or otherwise) for any reliance on the Market Information or the Reports by the Client or any other person.

本行可透過網路銀行服務向客戶提供由任何人士（下稱「資訊提供者」）所提供的金融、市場或其他資訊及數據（下稱「市場資訊」），並可以任何形式、媒介或途徑向客戶提供根據市場資訊編製的報告（下稱「報告」）。市場資訊及報告僅供客戶作參考之用，並不擬用於交易目的或投資建議。本行或任何資訊提供者均不得被視作客戶的投資顧問。本行或任何資料提供者概不保證、聲明或承諾任何市場資訊或報告的次序、準確性、真實性、可靠性、充裕性、時間性或完整性，亦不保證、聲明或承諾其是否適合作任何用途。於任何情況下，本行或任何資料提供者對客戶或任何其他人士依賴市場資訊或報告均毋須承擔任何責任（不論是侵權、合約或其他的責任）。

1.4 The Bank may, in its absolute discretion, revise the scope of service and type of the Internet Banking Service available to the Client at any time including, without limitation:

本行可按其絕對酌情權決定隨時修改提供予客戶的網路銀行服務之範圍及種類，包括但不限於：

- (i) expanding, modifying or reducing the Internet Banking Services at any time;  
隨時增加、更改或減少網路銀行服務；
- (ii) imposing or varying any restrictions (including, without limitation, transaction limit) applicable to the use of the Internet Banking Services; and  
施加或修改適用於使用網路銀行服務的任何限制（包括但不限於，交易限額）；及
- (iii) prescribing and changing the normal service hours during which the Internet Banking Service are available and any daily cut-off time for any type of the Internet Banking Service or transactions. The Client's instruction given to the Bank via the Internet Banking Services after any applicable daily cut-off time shall be deemed to be received on the next immediate business day (the “**Internet Banking Service Business Day**”). The Bank may determine the Internet Banking Service Business Day and the Internet Banking Service's daily cut-off time by reference to the operating time of different markets in different time-zones.  
指定及更改網路銀行服務的正常服務時間，及任何網路銀行服務或交易的每日截止時間。客戶於任何適用的每日截止時間後透過網路銀行服務向本行發出的指示，將被視為於下一個緊接的營業日（下稱「**網路銀行服務營業日**」）收到。本行可參照不同時區的不同市場之營業時間，決定網路銀行服務營業日及網路銀行服務的每日截止時間。

## 2. RESTRICTION ON USE 使用限制

2.1 The Internet Banking Service is offered to the Client only in jurisdictions where

and when they may be lawfully offered. The Internet Banking Service and information relating to the Internet Banking Service are not intended for access or use by persons in other jurisdictions unless such access or use is lawfully permitted. The person who accesses or navigates the web pages must be aware of, and observe, the Applicable Law.

網路銀行服務只會在可合法提供的司法管轄區內提供予客戶。網路銀行服務及與其有關的資料並不擬提供予其他司法管轄區的人士存取或使用，除非此等存取或使用為法律所容許。存取或瀏覽網頁的人士必須了解及遵守適用法律。

### 3. ACCOUNT OPERATION 帳戶操作

- 3.1 The Client is required to nominate or register specified account(s) (the “**Designated Account**”) for the purposes of the Internet Banking Service which may not be available to any account maintained with the Bank by the Client other than the Designated Account.

客戶需要就使用網路銀行服務而指定或登記專用帳戶（下稱「**指定帳戶**」）。除指定帳戶外，客戶於本行開立的任何帳戶均不得使用網路銀行服務。

- 3.2 Where the Client consists of more than one person such as joint account holders or joint service users, trustees or personal representatives, each of such joint account holders or joint service users, trustees or personal representatives shall sign, review and amend the application documents in relation to the Internet Banking Service as prescribed by the Bank from time to time.

若客戶由多於一人組成，如聯名帳戶持有人或聯名服務使用者、受託人或遺產代理人，該等聯名帳戶持有人或聯名服務使用者、受託人或遺產代理人須各自簽署、審閱及修改由本行不時指定的有關網路銀行服務之申請文件。

- 3.3 In the case of a personal customer, the Internet Banking Service is provided to the Client for the Client’s sole and exclusive use.

倘若客戶為個人顧客，網路銀行服務僅提供予客戶專用。

- 3.4 In the case of a non-personal customer, the Client shall nominate, according to such procedures as the Bank may from time to time prescribe, one or more individual(s) (maximum of two (2) individuals) as shall be permitted by the Bank (including, where the Client is a sole-proprietorship, the sole proprietor) as administrator (the “**Administrator**”) to use the Internet Banking Services and not any other person, save and except for individuals authorized by the Administrator (the “**Authorized User**”) to edit, approve or release transactions via the Internet Banking Service.

倘若客戶為非個人顧客，客戶應根據本行可能不時規定的程序，提名本行容許的一名或多名個人（最多兩(2)名個人）（倘若客戶為獨資企業，則包括獨資經營者）作為管理者（下稱「**帳戶管理員**」）使用網路銀行服務。除帳戶管理員授權的個人（下稱「**授權使用者**」）外，任何其他

人不得透過網路銀行服務編輯、批准或放行交易。

- 3.5 For the purpose of this Part IV, the Client and/or the Administrator and/or the Authorized User who use the Internet Banking Service shall be collectively referred to as the “**Online User**”. For the avoidance of doubt, any references to “Online User” include references to the Client, the Administrator, the Authorized User or any one or more or all of them (as the case may be) except the context otherwise requires.

以本第四部分而言，使用網路銀行服務的客戶及/或帳戶管理員及/或授權使用者統稱為「**網上用戶**」。為免生疑問，除文義另有所指外，任何對「網上用戶」的提述包括對客戶、帳戶管理員、授權使用者，或其中任何一個或多個或全部（視屬何情況而定）之的提述。

#### 4. **SECURITY PROCEDURES 保安程序**

- 4.1. Online User shall follow the guidance, as amended from time to time, provided by the Bank on-line or otherwise, in designating the user identification code (the “**User Name**”), the password (the “**Password**”), the electronic certificate, the private key, authentication token, biometric and/or binding device (collectively called “**Authentication Factor**”) for identifying the Client and/or the Administrator and/or the Authorized User for the purposes of using the Internet Banking Service.

網上用戶在使用網路銀行服務時，須遵照本行在網上或其他地方提供的指引（經不時修訂），指定使用者識別名稱（下稱「**使用者名稱**」）、密碼（下稱「**密碼**」）、數碼證書、私人密鑰、身份認證、生物特徵及/或綁定裝置（統稱「**認證因素**」），用以識別客戶及/或帳戶管理員及/或授權使用者的身份。

- 4.2. Unless otherwise instructed by the Client, the Online User may change the Password at any time but any change shall take effect if and only if it is accepted by the Bank. The User Name will not be changed except with the agreement of the Bank. Further, the Bank reserves its right to require the Online User to change any or all of the Authentication Factor, security procedures or codes at any time.

除非客戶另有指示，網上用戶可隨時更改密碼，惟任何密碼的更改均須於本行接納後方為生效。除非經本行同意，否則不得更改使用者名稱。此外，本行保留隨時要求網上用戶更改任何或所有認證因素、保安程序或代碼的權利。

- 4.3. The Online User shall act in good faith, exercise reasonable care and diligence in keeping the Authentication Factor confidential and shall:-

網上用戶須以真誠行事、採取合理的謹慎及勤勉義務對認證因素保密，並應：

- (i) destroy the original printed copy of the Authentication Factor, if any; 銷毀認證因素的原始印刷本（如有）；

- (ii) not allow anyone else to use the Authentication Factor;  
不允許其他人使用認證因素；
- (iii) not write down or record the Authentication Factor on any device for accessing the Internet Banking Service or on anything usually kept with or near it;  
不得在任何用於連接網路銀行服務的裝置上，或通常與網路銀行服務一併存放或靠近任何裝置上寫下或記錄認證因素；
- (iv) not write down or record the User Name or the Password without disguising them; and  
不得寫下或記錄使用者名稱或密碼而不加掩飾；及
- (v) notify the Bank as soon as practicable when the Online User has identified unusual or suspicious transactions on the Bank Account (including the Designated Account).  
當網上用戶發現銀行帳戶（包括指定帳戶）有不尋常或可疑的交易時盡快通知本行。

4.4. The Authentication Factor will be issued and/or dispatched to the Client by personal collection, by post, electronic channels or in such a manner as the Bank shall from time to time prescribe at the Client's own risk.

認證因素將以專人領取、郵寄、電子渠道或本行不時規定的方式發出及/或寄送予客戶，且風險由客戶自行承擔。

4.5. In case of joint account, the Authentication Factor will be made available to all the account holders in a manner provided in sub-clause 4.4 of this Part IV. Either one or all of the joint account holders is entitled and have full power and authority to operate the Designated Account subject to these Terms and Conditions unless otherwise agreed in writing.

倘若屬聯名帳戶，認證因素將根據本第四部分第 4.4 分條款規定的方式提供予所有帳戶持有人。除非另有書面協議，否則任何一位或所有聯名帳戶持有人均有權及獲賦予權力根據本條款及細則操作指定帳戶。

4.6. In the event that the Online User becomes aware or suspect that the Authentication Factor is compromised, lost or stolen or otherwise disclosed to any unauthorised person or any unauthorised use of the Internet Banking Service is made, the Online User shall notify the Bank as soon as practicable either in person, by telephone, in such other electronic channels, or in such other manner as the Bank may from time to time prescribe and, until the Bank's actual receipt of, and has a reasonable opportunity to act on, such notification, the Online User shall remain responsible for any and all use of the Internet Banking Service by unauthorised persons or for unauthorised purposes unless otherwise provided by the Applicable Law.

倘若網上用戶知悉或懷疑認證因素被洩露、遺失或被竊，或以其他方式向任何未經授權人士披露，或任何未經授權使用網路銀行服務的情況，網上用戶應在切實可行的情況下盡快以親身、電話、其他電子渠道或本行不時指定的其他方式通知本行，否則在本行實際收到該等通知並有



合理機會就該等通知採取行動前，網上用戶仍須對未經授權人士使用網路銀行服務或為未經授權之目的使用網路銀行服務負責（適用法律另有規定者除外）。

- 4.7. The Online User shall be fully responsible for any accidental or unauthorized disclosure of the Authentication Factor to any other person and shall bear the risks of the Authentication Factor being used by unauthorized persons or for unauthorized purposes.

網上用戶須對任何意外或未經授權向任何其他人士披露認證因素負上全部責任，並須承擔認證因素被未經授權人士使用或用於未經授權目的之風險。

- 4.8. Once given, any instruction given by designating the Authentication Factor may not be revoked or withdrawn in whole or in part without the agreement of the Bank. All such instructions given, as understood and acted on by the Bank in good faith, shall be irrevocable and binding on the Online User whether given by the Online User or by any other person purporting to be the Online User. Unless the Bank has actual knowledge that an instruction is a duplicated instruction before it has effected the relevant instruction, the Bank shall be entitled to deem such duplicated instruction as an independent instruction and effect the same and shall not be liable for any loss incurred by the Online User resulting thereof. The Bank shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the Authentication Factor.

任何提供相關認證因素之指示一經發出，如未得本行同意，概不得全部或部份地註銷或撤回。所有此等已作出之指示，不論由網上用戶或任何聲稱為網上用戶之人士發出，如經本行以真誠予以理解及執行後，即不可撤回及對網上用戶具有約束力。除非本行在未執行有關指示前實際知道有關指示是一個重覆指示，否則本行可視網上用戶的該重覆指示為一個獨立指示並予以執行，而毋須為網上用戶可能由此產生的任何損失負責。除核對認證因素外，本行並無責任核證作出該等指示之人士之身分或授權，或此等授權之真確性。

## 5. **RIGHTS AND OBLIGATIONS OF ONLINE USER 網上用戶之權利及義務**

- 5.1 The Client may terminate the use of the Internet Banking Service at any time by giving to the Bank not less than five (5) Business Days' prior written notice provided that the accrued rights of the Bank under these Terms and Conditions shall not be prejudiced or impaired.

客戶可於任何時間向本行發出不少於五(5)個營業日的事先書面通知，終止使用網路銀行服務，惟本行於本條款及細則下的應得權利不得因此而受到損害。

- 5.2 To activate the Internet Banking Service for the first time, the Online User is required to register on-line or in such other manner as the Bank may from

time to time specify and indicate his acceptance of all the applicable terms and conditions governing the use of the Internet Banking Service and to provide such information as the Bank may reasonably require for confirming the identity of the Online User.

在首次啟動網路銀行服務，網上用戶必須在網上或以本行不時指定的其他方式進行登記，並表明其接受所有適用於使用網路銀行服務的條款及細則，及提供本行為確認網上用戶的身份而合理地要求的資料。

- 5.3 The Authorized User, who may approve and/or release the transaction, must have completed the identity verification process in the manner as prescribed by the Bank from time to time before executing the transactions, failing which the transaction will be cancelled. The Bank shall not be held liable for any loss or damages incurred by the Online User as a consequence of such failure.

可批准及/或放行交易的授權使用者，在執行交易前，必須已按照本行不時規定的方式完成身份驗證程序，否則交易將被取消。對於網上用戶因上述失誤而招致的任何損失或損害，本行毋須承擔責任。

- 5.4 To register as user of the Internet Banking Service, the Online User warrants and undertakes that all information provided by him to the Bank with respect to the Internet Banking Service is true, correct, accurate, complete and up-to-date.

一經登記使用網路銀行服務，網上用戶保證及承諾就網路銀行服務而提供予本行的所有資料屬真實、正確、準確、完整及最新的資料。

- 5.5 The Online User shall not use or knowingly permit any other person to use the Internet Banking Service, the Market Information and/or the Reports for or in connection with any illegal purpose or activity. The Online User acknowledges and agrees that, as a condition of using the Internet Banking Service to give instruction, the Online User will immediately notify the Bank by email, telephone or such other means as required by the Bank, if:

網上用戶不得使用或明知而允許任何其他人士使用網路銀行服務、市場資料及/或報告作任何非法用途或與任何非法用途或活動有關。網上用戶知悉及同意，作為使用網路銀行服務發出指示的條件，在下列情況下，網上用戶將立即以電郵、電話或本行要求的其他方式通知本行：

- (i) an instruction has been placed through the Internet Banking Service and the Online User has not received an instruction number or has not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy, electronic or verbal means);

當網上用戶已經透過網路銀行服務發出指示，但並無收到指示號碼或其執行的準確確認（不論是以書面形式、電子或口頭方式）；

- (ii) the Online User has received acknowledgement (whether by hard copy, electronic or verbal means) of an instruction which the Online User did not issue or has error or irregularity;

網上用戶收到一項並非由其發出的指示的確認（不論是以書面形式、電子還是口頭方式作出），或確認有誤差或異常；

- (iii) the Online User becomes aware of any of the acts mentioned in sub-clause 4.6 being



done or attempted by any person;  
網上用戶獲悉任何人士正在進行或嘗試進行第 4.6 分條款所載列的任何行動；

- (iv) the Online User becomes aware of any unauthorized and/or illegal use of the Authentication Factor belonging to him; or  
網上用戶獲悉有未獲授權及/或非法使用網上用戶認證因素的情況；或
- (v) the Online User has difficulties in the use of the Internet Banking Service.  
網上用戶在使用網路銀行服務時遇到困難。

- 5.6 The Online User is required to quote the Authentication Factor in order to log-on to the Internet Banking Service and give online instruction to the Bank. Instruction in connection with the Internet Banking Service shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe from time to time and until the Bank has actually received them.

網上用戶於登入網路銀行服務及向本行發出網路指示前，須先鍵入認證因素。就網路銀行服務而發出之指示必須按本行不時指定之方式進行及於本行實際收到後，始視為經由本行收妥。

- 5.7 In the case of a non-personal customer, the liabilities and obligations of the Online User are joint and several and all transactions effected and services provided by the Bank pursuant to instruction received by the Bank shall be binding on the Online User in all respects. The Online User irrevocably authorises the Bank to effect debits and credits or fund transfers with the relevant accounts in accordance with instruction. The Online User shall ensure that there are sufficient funds or pre-arranged credit available in the Designated Account for the purpose of any instruction. The Bank shall not be liable for any consequence arising from or in connection with any instruction not carried out by the Bank due to insufficiency of funds and/or credit facilities. The Bank may, however, at its sole discretion carry out any instruction notwithstanding such insufficiency without prior approval from or notice to the Online User and the Online User shall be fully responsible for any overdraft, advance or debit created as a result.

倘若屬非個人客戶，網上用戶須共同及分別承擔本條款及細則所述之責任及義務，而本行根據所收到之指示進行之所有交易及提供的服務於各方面對網上用戶均具約束力。網上用戶不可撤銷地授權本行按照指示於有關帳戶作出提存或轉帳。網上用戶須確保有關指定帳戶具備充足款項或已作妥信貸安排以執行任何指示。本行不會就因存款及/或信貸額不足而未予執行之任何指示所產生或與其有關之任何後果承擔責任。然而，在存款或信貸額不足之情況下，本行可全權酌情執行任何指示而毋須事先獲網上用戶同意或向彼等發出通知，而網上用戶須對因此而產生之任何透支、墊支或借項承擔全部責任。

- 5.8 Advice or confirmation that an instruction has been received and/or a transaction has been effected through the Internet Banking Service will be provided by the Bank on-line. Such advice or confirmation shall be deemed to have been received by the Online User immediately after transmission and the Online User is obliged to check such advice or confirmation. It is also

incumbent on the Online User to make enquiry with the Bank if an advice or confirmation is not received within the timeline commonly required for a similar advice or confirmation to be received.

本行將在網路發出已收訖指示及/或已透過網路銀行服務執行交易之通知或確認。此等通知或確認一經傳送，即視為網上用戶已經收到，網上用戶須負責查核該等通知或確認。倘若在收取同類通知或確認通常所需之時間內尚未收到有關通知或確認，網上用戶有責任向本行查詢。

5.9 In addition to the other provisions in these Terms and Conditions, in the case of a non-personal customer:

除本條款及細則的其他條文規定外，倘若屬非個人客戶：

- (i) the Online User shall, at the Bank's request, execute such forms and/or documents, provide such information and do such acts as the Bank may consider necessary or expedient in connection with the provision of the Internet Banking Service and the performance, exercise and preservation of its obligations, powers and rights under the provisions of these Terms and Conditions;  
就本行提供網路銀行服務的履行、行使及保持本條款及細則所述之責任、權力及權利，本行可要求網上用戶簽署本行認為必須或適宜之任何表格及/或文件，並提供任何資料及履行有關行為；
- (ii) the Client acknowledges and agrees that, subject to any daily limits or other restrictions which may be set up by the Client and/or the Bank in using the Internet Banking Service, the Administrator and/or the Authorized User may give instructions to operate any and all of the Designated Accounts in any manner as he thinks fit (including, without limitation, withdrawing and/or transferring funds from the Designated Accounts to himself and/or any other persons whether or not for his own use and benefit). The Client authorises the Bank to carry out all instructions in accordance with the provisions of these Terms and Conditions and confirms that the Bank is not under any duty to verify the propriety or integrity of any instruction;  
客戶知悉及同意，在客戶及/或本行所設定使用網路銀行服務之任何每日限額或其他限制之規限下，帳戶管理員及帳戶使用者可發出指示，以其認為適當之任何方式操作任何及所有指定帳戶（包括但不限於自指定帳戶中提取及/或轉撥款項予其本身及/或任何其他人士，不論是否供其本身使用及為其利益）。客戶授權本行按照本條款及細則執行所有指示，並確認本行並無責任核證任何指示是否恰當或正確；
- (iii) the Client has responsibility and obligation to take appropriate measures to monitor and control the use of the Internet Banking Service from time to time, the appointment and change of the Administrator and/or Authorized User and the Designated Account, and to adopt proper safeguards against the Internet Banking Service used by unauthorised persons or for unauthorised or illegal purposes including, without limitation, prescribing daily maximum limits or

other restrictions on the amounts which the Administrator may debit, withdraw or transfer from the Designated Account, or the amounts to which the Authorized User may edit, approve and/or release transactions; and

客戶有責任採取適當措施，不時監察及控制網路銀行服務之使用，委任及更改帳戶管理員及/或帳戶使用者及指定帳戶，以及採取適當安全措施以防止網路銀行服務被未獲授權人士使用或被用作未經授權或非法之用途，包括但不限於，就帳戶管理員可於指定帳戶扣除、提取或轉撥之款項設定每日最高限額或其他限制或帳戶使用者可編輯、批准及/或放行網路銀行交易的金額；及

- (iv) by creating the Designated Account, the Client authorises and appoints the Administrator to operate singly such account by using the Internet Banking Service (but not by any other means), in each case irrespective of any contrary provision or arrangement for operating the Designated Account (including any transaction limit) currently applicable it. For the avoidance of doubt, any such contrary provision or arrangement shall be deemed to be amended to the extent necessary to give effect to this sub-clause 5.9(iv).

透過開立指定帳戶，客戶授權及委託帳戶管理員使用網路銀行服務（而非任何其他方式）單獨操作該帳戶，不論目前適用於操作指定帳戶的任何相反規定或安排（包括任何交易限額）。為免生疑問，任何該等相反規定或安排應被視為在使本第 5.9(iv)分條款生效的必要範圍內予以修訂。

- 5.10 Unless the following sub-clause 5.11 applies, the Client shall be fully liable and responsible for all consequences arising from or in connection with use of the Internet Banking Services and/or access to any Market Information, the Reports or any other information as a result of such use by the Online User or any other person, whether or not authorised.

除非引用下述第 5.11 分條款，客戶須就因網上用戶或任何其他人士（不論是否獲得授權）使用網路銀行服務及/或因使用網路銀行服務取得任何市場資料、報告或任何其他資料而導致或引致的所有後果承擔全部責任及義務。

- 5.11 Subject to the preceding sub-clause 5.10 and if, in the Bank's reasonable opinion, there is no negligence, fraud or fault on the part of the Online User, the Online User shall not be liable for loss or misplacement of funds caused by unauthorised transactions conducted through the use of the Internet Banking Services as a result of:

受限於上述第 5.10 分條款的限制，倘若本行合理地認為網上用戶並無疏忽、欺詐或過失，則網上用戶毋須對因以下原因通過使用網上銀行服務進行未經授權的交易而造成的資金損失或錯置負責：

- (i) a computer crime which should have been prevented by the risks control and management measures had the Bank adopted such measures in accordance with sub-clause 7.5;

若本行根據第 7.5 分條款採取風險控制及管理措施而應能避免

的電腦罪行；

- (ii) a human or system error of the Bank; or  
本行的人為或系統失誤；或
- (iii) a missed or mis-directed payment caused by negligence or wilful default on the part of the Bank, the Bank's officers or employees.  
因本行、本行人員或僱員的疏忽或故意失責而造成的漏付或錯付

5.12 The Online User shall provide such information as the Bank may from time to time reasonably request for the purposes of providing the Internet Banking Services.

網上用戶須提供本行為提供網路銀行服務而不時合理地要求的資料。

5.13 The Online User authorises the Bank to disclose and transfer information relating to the Online User, their respective accounts and/or the transactions executed by the Bank on behalf of the Online User to such person(s) as the Bank may be requested (whether or not compelled by law) to do so by any law, rules or regulations of any competent jurisdiction in which the Bank execute such transactions or any exchange, government or regulatory authority in such jurisdiction.

網上用戶授權本行向本行執行該等交易的任何司法管轄區的任何法律、規則或規例或該等司法管轄區的任何交易所、政府或監管機構所要求（不論是否在法律強制下）的人士披露及轉移與網上用戶、其各自帳戶及/或本行代網上用戶執行的交易有關的資料。

5.14 In the case of a non-personal customer, the Online User shall jointly and severally, indemnify the Bank, any Information Provider and their respective officers and employees against all liabilities, claims, demand, losses, damage, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by the Bank or any of the above persons and all actions or proceedings which may be brought by or against the Bank or any of the above persons in connection with the provision of the Internet Banking Services, the Market Information and/or the Reports or the exercise or preservation of the Bank's powers and rights under the provisions of these Terms and Conditions, unless due to the negligence or willful default on the part of the Bank, any Information Provider or their respective officers or employees or unless the preceding sub-clause 5.11 applies.

就非個人客戶而言，網上用戶須共同及個別地就本行或任何上述人士因提供網路銀行服務而可能招致的一切責任、申索、要求、損失、損害、成本、費用及任何種類的開支（包括但不限於按全面彌償基準計算的法律費用），及本行或任何上述人士因提供網路銀行服務而可能提出或針對本行或任何上述人士而提出的所有法律訴訟或程序，向本行、任何資訊提供者及其各自的人員及僱員作出彌償，除非因本行、任何資訊提供者或其各自的人員或僱員的疏忽或故意失責，或除非上述第 5.11 分條款適用。

- 5.15 The Online User may access to and maintain appropriate computer equipment, software and internet connection for the purpose of using the Internet Banking Services at their own costs and expenses. All telephone charges, internet service fees and other expenses incurred in connection with the use of the Internet Banking Service shall be borne by the Online User solely. The Bank shall not be liable for any loss or damages incurred by the Online User in the case that he fails to access to the Internet Banking Service or false representations in respect of the Internet Banking Service is displayed on his screens by reason that inappropriate equipment, software and internet connection are employed.

網上用戶須自行承擔使用網路銀行服務的費用及開支，以使用及維持合適的電腦設備、軟件及互聯網連線。與使用網路銀行服務有關的所有電話費、網路服務費及其他費用均由網上用戶獨自承擔。倘若因使用不適當的設備、軟件及互聯網連接而導致網上用戶未能使用網路銀行服務或其螢幕上顯示有關網上銀行服務的虛假陳述，本行毋須負責。

- 5.16 When using the scheduled online transactions, the Online User acknowledges and agrees:

當網上用戶使用預定的網上交易時知悉及同意：

- (i) that the effective date of the scheduled online transaction will be postponed to the next Internet Banking Service Business Day automatically without further notice, if the scheduled effective date of the scheduled online transaction is not an Internet Banking Service Business Day;  
如預定的網上交易生效日期並非網路銀行服務營業日，預定的網上交易生效日期將自動延遲至下一個網路銀行服務營業日，而毋須另行通知；
- (ii) to ensure that there are sufficient funds in the Designated Account on the Internet Banking Service Business Day prior to the scheduled effective date to cover the scheduled online transactions. If, on the scheduled effective date, the account balance is insufficient or if the fund is subject to blockage or seizure, the scheduled online transactions will be automatically cancelled without further notice;  
以確保在預定生效日前的網路銀行服務營業日，指定帳戶內有足夠的資金支付預定的網上交易。如果在預定生效日帳戶餘額不足，或資金被凍結或扣押，預定的網上交易將自動取消，而毋須另行通知；
- (iii) that the scheduled online transaction may only be cancelled no later than 12 midnight on the day prior to the scheduled effective day or such other time as the Bank may from time to time prescribe;  
預定的網上交易只能在預定生效日的前一天午夜 12 點前或本行不時規定的其他時間取消；
- (iv) that the scheduled online transaction will be automatically cancelled without further notice, if the Designated Account is closed, blocked, cancelled, or if the Internet Banking Service is terminated;  
如果指定帳戶被關閉、凍結、取消或網路銀行服務被終止，預定的網上交易將自動取消，而毋須另行通知；
- (v) that the validity of the scheduled online transaction will remain unaffected by any changes made to the Authentication Factor after the online transaction is executed by using the prevailing Authentication Factor; and  
使用當時的認證因素執行網上交易後，若認證因素有任何變更，預定網上交

易的有效性將不受影響；及

- (vi) that the Authorized User who may approve and/or release the online transaction must have completed the identity verification process on the date upon which the scheduled online transaction is made as well as the scheduled effective date thereof, failing which the scheduled online transaction will be cancelled. The Bank shall not be held liable for any loss or damages incurred by the Online User as a consequence of such failure.
- 有權批准及/或放行網上交易的授權使用者必須在預定網上交易當日及其預定生效日完成身份驗證程序，否則預定網上交易將被取消。對於網上用戶上述失誤而招致的任何損失或損害，本行毋須負責。

## 6. **ACKNOWLEDGEMENT ONLINE USER 網上用戶之確認**

- 6.1. The Online User acknowledges and understands the risks affiliated with the adoption of Authentication Factor used for initiating relevant transactions and the relevant protection measures to secure the equipment and Authentication Factor.
- 網上用戶確認及明白採用認證因素進行相關交易所涉及的風險，及確保裝置及認證因素安全的相關保護措施。
- 6.2. The Online User shall ensure the contact details registered with the Bank for the purpose of receiving important notifications are up-to-date to the extent that the Bank may notify the Client of any security incidents on a timely basis and shall notify the Bank of any material change.
- 網上用戶須確保為接收重要通知而在本行登記的聯絡資料為最新資料，以確保本行可及時通知客戶任何安全事故，並須通知本行任何重大變更。
- 6.3. The Online User acknowledges that the Internet Banking Services, the Bank's website and the software comprised in them, are proprietary to the Bank. The Online User undertakes and warrants that they will not, and will not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way, and shall not attempt to gain unauthorized and/or illegal access to, any part of the Internet Banking Services, the Bank's website and any of the software comprised therein. The Online User agrees that the Bank shall be entitled to close any or all of the Designated Account immediately without notice to the Online User, and the Online User acknowledges that the Bank may take legal action against the Online User, if the Online User is at any time in breach of this warranty and undertaking. The Online User undertakes to notify the Bank immediately if the Online User becomes aware that any of the actions described above in this provision is being perpetrated by any other person.
- 網上用戶知悉網路銀行服務、本行的網頁以及構成上述服務的軟件均為本行專有。網上用戶承諾和保證不會及不會嘗試以任何方式改變、修改、破解編程、以反向編程破解、破壞、毀壞或以其他方式更改網路銀行服務、本行的網頁以及構成上述服務的軟件的任何部分，亦不會嘗試在未獲授權及/或是非法的情況下使用上述任何部分網路銀行服務。倘若網上用戶在任何時間違反上述承諾和保證，同意本行有權

不經通知即時終止網上用戶的任何和所有指定帳戶，網上用戶亦承認本行可就此對網上用戶採取法律行動。網上用戶確認在知悉任何其他人士從事本條文所載列的任何上述行動時，會即時通知本行。

- 6.4. The Online User acknowledges that no representation or warranty is given by the Bank as to the timeliness, sequence, accuracy or completeness of market data or any Market Information provided to the Online User through the Internet Banking Services.

網上用戶知悉本行不會對透過網路銀行服務向網上用戶提供之市場數據或任何市場資料的及時性、次序、準確性或完整性作出任何陳述或保證。

- 6.5. The Online User acknowledges that it is his responsibility to determine independently market prices, interest rates, exchange rates for trading purposes through his usual trading channels, to verify any of the Market Information and/or the Reports before relying or acting on it and to seek independent professional advice on legal, financial, tax and other issues in connection with the use of the Internet Banking Services, the Market Information and the Reports, the provisions of these Terms and Conditions and any transactions and dealings which may affect the Online User under all Applicable Law.

網上用戶確認其有責任自行透過其慣常之買賣渠道，獨立決定買賣之市價、利率及兌換率；並有責任在依賴任何市場資料及/或報告或據此行事前，自行予以核證。同時網上用戶亦有責任就使用網路銀行服務、市場資料及報告、本條款及細則及進行之任何買賣交易在所有適用法律下對網上用戶可能產生之影響，尋求法律、財務、稅務及其他方面的獨立專業意見。

- 6.6. The Online User acknowledges that the Bank is not responsible for the content available on or the set-up of any other websites or resources linked to the Bank's website. Access to, and use of, such other websites or resources is entirely at the Online User's own risk and subject to any terms and conditions that may be applicable to such access or use. Any website hyperlinked on the Bank's website is for reference only. The Bank shall not be deemed to control, endorse, recommend, approve, guarantee or introduce any third parties or any of the services or products that they provide on their websites, whether directly or indirectly, nor does the Bank have any form of cooperation with such third parties and websites.

網上用戶知悉，對於設置連結到本行的網頁的其他網站或任何方式上的所有內容，本行不負有任何責任。網上用戶須自行承擔進入或使用該等網站或資源的全部風險，並受到適用於登入或使用該等網站或資源的任何使用條款的約束。本行的網頁所提供的任何其他網站的超連結僅供參考。本行不應被視為控制、贊同、推薦、核准、擔保或介紹任何第三方或於其網站上提供（不論直接或間接）的任何服務或產品，或與該等第三方或網站有任何形式的合作關係。

- 6.7. Any exchange rate, interest rate, dealing rate and other prices and information quoted by the Bank on the internet site(s) or otherwise in



response to an on-line inquiry is for reference only and is not binding. Any interest rate, exchange rate, price and information offered by the Bank for the purpose of the relevant online transaction shall be binding on the Online User upon his acceptance, irrespective of whether there is any other different interest rate, exchange rate, price or information quoted by the Bank.

本行為回覆網上查詢而透過互聯網網站或其他媒介提供之任何兌換率、利率、買賣報價或其他價格及資料僅供參考之用，並不對本行具任何約束力。儘管本行曾提供不同之兌換率、利率、報價及資料，網上用戶一經接納本行就有關交易而提供之任何利率、兌換率、報價及資料，即對網上用戶具有約束力。

- 6.8. The Online User agrees and acknowledges that there may be a time lag in transmission of instructions, information or communication via the internet. 網上用戶同意及確認經由互聯網傳送之指示、資料或通訊，可能會出現時差。

- 6.9. The Online User agrees and acknowledges that, where he is entitled to a refund from or has a dispute with any third-party recipient in relation to online transaction, it is the Online User's own responsibility to directly contact the relevant third-party recipient for refund or resolving the dispute. The Bank shall neither be held liable for any loss the Online User may incur as a result thereof nor responsible for following up any such dispute.

網上用戶同意及確認，當網上用戶有權從任何第三方收款人處獲得退款或與任何第三方收款人就網上交易有爭議時，網上用戶有責任直接聯絡有關的第三方收款人以獲得退款或解決爭議。本行毋須對網上用戶可能因此而招致的任何損失負責，亦無責任跟進任何該等爭議。

## **7. RIGHTS AND OBLIGATIONS OF THE BANK 本行的權利及責任**

- 7.1. The Bank will not act on an instruction unless it is, in the Bank's opinion, practicable and reasonable to do so and in accordance with its regular business practices and procedures.

除非本行認為，根據本行的正常業務慣例及程序執行指示是可行且合理的，否則本行毋須執行指示。

- 7.2. Information relating to any account or transaction made available on the internet site is for reference only. The Bank's records of such account and transaction and any use of the Internet Banking Service shall be conclusive unless and until the contrary is established.

互聯網網站上所提供之任何帳戶或交易相關資料僅供參考之用。除非及直至能提供相反證明，否則本行對該等帳戶及交易的記錄及對網路銀行服務的任何使用具有終局性決定。

- 7.3. The Bank shall be entitled to make any payment and to require the Online User to make any payment in any currency as the Bank may prescribe. In the event that currency conversion is required, such conversion shall be made at the prevailing rate determined by the Bank in the relevant foreign exchange market at the relevant time and such determination shall be conclusive and

binding on the Online User.

本行有權以本行規定的任何貨幣支付任何款項及要求網上用戶支付任何款項。倘需要進行貨幣兌換，須按本行在有關時間在有關外匯市場釐定的現行匯率進行兌換，該釐定對網上用戶具終局性約束力。

- 7.4. Subject to the Applicable Law, the Bank reserves the right to charge fees in relation to the use and/or termination of the Internet Banking Service and to revise such fees. The Bank shall determine and give reasonable notice to the Client of the rate of any fees from time to time before they become effective which shall be binding on the Client if the Client continues to maintain or use the Internet Banking Service on or after the date upon which the revision takes effect. Fees may be collected from the Client in such manner and at such intervals as the Bank may consider appropriate.

受限於適用法律，本行保留就使用及/或終止網路銀行服務收取費用之權利，並保留修訂該等費用的權利。倘客戶於修訂生效當日或之後繼續維持或使用網路銀行服務，本行須不時釐定任何費用的費率，並於生效前向客戶發出合理通知，該等費用對客戶具有約束力。本行可按其認為合適的方式及間隔向客戶收取費用。

- 7.5. The Bank will take reasonably practicable steps to ensure that the Bank's systems in connection with the Internet Banking Service are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any laws, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time. 本行將根據適用於本行的任何法律、規則、規例、指引、通函、守則及現行市場慣例，採取合理可行的步驟，以確保與網路銀行服務有關的系統已裝置足夠之保安設施，並於系統運作時對有關風險予以監控。

- 7.6. Neither the Bank, nor its Affiliate, nor any Information Provider warrants or represents that the Internet Banking Service, the Market Information and the Reports are free from virus or other destructive features which may adversely affect the hardware, software or equipment of the Online User.

本行、任何關係企業或任何資料提供者，均不保證或聲明網路銀行服務、資料及報告不含有任何對網上用戶之硬件、軟件或設備構成不利或不良影響之病毒或其他破壞性程式。

- 7.7. To the extent permitted by the Circular issued by the Bank from time to time, the Bank shall be entitled to download information including identification data of the Online User to their computers and access devices.

在本行不時發出的該通函所容許的範圍內，本行有權下載資料，包括網上用戶的身份資料到其的電腦及存取裝置。

- 7.8. The Bank may suspend or terminate all or any of the Internet Banking Service at any time without any cause or prior notice to the Client.

本行可隨時暫停或終止所有或任何網路銀行服務，而毋須給予客戶任何通知或理由。

- 7.9. The Bank may, at any time and without notice, apply any credit balance in any currency on any account of the Client and, where applicable, any account of the Administrator, whether in the name of the Client or the Administrator or in the names of the Client or the Administrator and any other person, in or towards satisfaction of any indebtedness owed by the Client or the Administrator to the Bank under these Terms and Conditions in whatever capacity and whether actual or contingent or whether owed solely by the Client or the Administrator or by the Client or the Administrator and any other person.

本行可隨時及毋須另行通知的情況下，動用客戶之任何帳戶及（如適用）帳戶管理員之任何帳戶（不論以客戶或帳戶管理員之名義，或以客戶或帳戶管理員及任何其他人士之名義開立）中任何貨幣之任何貸方結餘，作為償還客戶或帳戶管理員根據本條款及細則拖欠本行之任何債項（不論以任何身分及屬實際或或然債項，亦不論是客戶或帳戶管理員本身拖欠或是客戶或帳戶管理員連同任何其他人士拖欠的債項）。

- 7.10. Without prejudice to all other rights and powers hereunder or provided by the Applicable Law, the Bank shall be entitled to exercise a lien over all property of the Client and, where applicable, the Administrator which is in the Bank's possession or control, for custody or any other reason and whether or not in the ordinary course of business, with power for the Bank to deal in, dispose or sell such property to satisfy such indebtedness owed by the Client or the Administrator to the Bank.

在不影響適用法律賦予本行的權利及權力的情況下，本行有權行使留置權留置客戶及（如適用）帳戶管理員存放於本行或由本行持有或控制之所有資產，（不論本行是否在一般銀行業務運作下，或其他理由接受客戶及（如適用）帳戶管理員託管）。本行有權處理、處置或出售此等資產，用以償還客戶或帳戶管理員拖欠本行之債項。

- 7.11. To the fullest extent permitted by the Applicable Law, the Bank may revise the provisions applicable to the Internet Banking Service and/or introduce additional terms and conditions at any time and from time to time. Any revision and/or addition to any of them shall become effective subject to the Bank giving thirty (30) days' prior notice to the Client, the notice of which may be given by posting it on the internet site or by display at the Bank's premises or other means as the Bank thinks fit, and shall be binding on the Online User once the Online User continues to maintain the Designated Account or use the Internet Banking Service on or after the effective date of revision or addition. Where a non-personal Client is requested by the Bank to confirm acceptance of any revision and/or addition to these Terms and Conditions, the Bank is authorised and instructed by the Client to accept the confirmation given by the Administrator on behalf of the Client and such confirmation of acceptance to revision and/or additions shall be conclusively binding on the Client accordingly.

於適用法律容許的最大範圍內，本行可隨時及不時修訂適用於網路銀行服務的條款及細則及/或加入額外條文。有關任何修訂及/或增補本條款及細則，在本行向客戶提前三十(30)日發出通知，而有關通知可在互聯網網站發佈，或按照本行認為合適之方式展示、公告或刊登滿三十(30)

日後生效。倘若網上用戶在修訂生效當日或之後繼續維持或使用網路銀行服務，則有關修訂將對網上用戶具有約束力。倘若本行要求非個人客戶確認接受本條款及細則之任何修訂及/或加入之額外條文，客戶授權及指示本行可接受帳戶管理員代表客戶作出的確認，並將對客戶具決定性約束力。

- 7.12. Without prejudice to the foregoing provisions under these Terms and Conditions, the Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to the provisions of these Terms and Conditions.

在不影響其他於本條款及細則的條文的情況下，本行可不時根據本條款及細則發出各類的通知訂明其通知之形式（不論為書面通知或其他方式）及通訊方式。

- 7.13. To the extent permitted by the Applicable Law, unless due to negligence or wilful default on the part of the Bank and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant transaction, whichever is lower, the Bank shall not assume any liability or responsibility to the Online User or any other person for the consequences arising from or in connection with:

於適用法律容許的範圍內，除非是由於本行的疏忽或故意失責，且僅限於直接及純粹因此而產生的直接及可合理預見的損失及損害（如有）或有關交易的金額（以較低者為準），否則本行毋須就以下情況所產生的後果向網上用戶或任何其他人士承擔任何責任或義務：

- (i) use of the Internet Banking Service and/or access to any information as a result of such use by the Online User or any other person whether authorized or not;

使用網路銀行服務及/或因網上用戶或任何其他人士（不論是否獲得授權）使用網路銀行服務而存取任何資料；

- (ii) any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Internet Banking Service, in transmitting instructions or information relating to the Internet Banking Service or in connecting with the internet site caused by any acts, omissions or circumstances beyond the Bank's reasonable control including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any laws, rules, regulations, codes of conduct, directions, regulatory guidelines or government order (whether or not having the force of law); and

在提供網路銀行服務、傳送與網路銀行服務有關的指示或資料或與互聯網網站連線時因任何行為、遺漏或本行所能合理控制範圍以外的情況，包括但不限於通訊網路失靈、提供服務的第三者之作為或不作為、機械故障、電力故障、失靈、操作故障、干擾或設備、裝置或設施不足、或因任何法律、規則、規例、守則、指

令、監管指引或政府命令（不論是否具法律效力）而出現任何干擾、截取、中斷、延誤、損失、無法提供資料、毀壞或其他故障；及

- (iii) transmission and/or storage of any information and/or data relating to the Online User, the Internet Banking Service and/or transactions or dealings carried out by the Online User pursuant to the Internet Banking Service through or in any system, equipment or instrument of any communication network provider.

透過任何通訊網路供應商之系統、設備或儀器傳送及/或儲存任何與網上用戶依據網路銀行服務進行服務及/或交易或與本行業務往來有關之資料及/或數據。

- 7.14. In no event shall the Bank or any Information Provider be liable to the Online User or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings. 在任何情況下，本行或任何資料提供者，毋須對網上用戶或任何其他人士就任何偶發性、間接、特殊或相應或懲罰性損害賠償負責，包括但不限於有關使用、收入、利潤或儲蓄方面之任何損失負責。

## 8. **MARKET INFORMATION AND INFORMATION PROVIDER 市場資料及資料提供者**

- 8.1. The Online User acknowledges and agrees that the Internet Banking Services, the Market Information, the Reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively, the “**Confidential Information**”) are trade secrets and confidential and proprietary property of the Bank and the respective Information Providers.

網上用戶確認及同意網路銀行服務、市場資料、報告及其形式、格式、模式或編製之方式、選擇、配置、展示及表達方式（統稱「**保密資料**」），均屬本行及有關資料提供者之商業秘密、機密及所有權財產。

- 8.2. Unless expressly permitted by these Terms and Conditions, the Online User, shall not, and shall not attempt to:

除本條款及細則另有明文許可外，網上用戶不得及不可試圖：

- (i) remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Confidential Information including, without limitation, any trademark or copyright notice;  
將保密資料上顯示之任何所有權標記（包括但不限於任何商標或版權通告）移除、塗改、擦去、遷移或更改；
- (ii) sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download,

reproduce, duplicate or otherwise provide or disseminate any Confidential Information in any form or by any means to any other person or commercially exploit any of the Confidential Information; or

出售、轉讓、披露、轉達、出讓、批租、分租、分享、借出、分派、傳輸、廣播、電纜廣播、傳閱、下載、複製、複印，或在其他情況下以任何方式及任何方法向任何其他人士提供或發放任何保密資料，作商業用途；或

- (iii) incorporate or combine the Confidential Information with any other program.

將保密資料與任何其他程式結合或合併。

- 8.3. The Online User agrees that all right, title and interest in and relating to the Confidential Information and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of the Bank and the respective Information Providers. No right, title or interest other than the right to access the Services, the Market Information and the Reports subject to these Terms and Condition are conveyed or transferred to the Online User. The Online User shall not make any representation or declaration or do any act which may be taken to indicate that the Online User has any such right, title or interest.

網上用戶同意有關保密資料之一切權利、所有權及權益，以及任何及所有有關版權、專利權、商標、服務標記、所有權財產、商業秘密及專有作品，均屬本行及有關資料提供者之獨家財產。此等權利、所有權或權益（除根據本條款及細則使用網路銀行服務、資料及報告外）均不得轉移或轉讓予網上用戶。網上用戶亦不得作出顯示其持有任何此等權利、所有權或權益之任何陳述、聲明或作為。

- 8.4. The Online User agrees and acknowledges that the Information Provider may, from time to time, impose terms and conditions in relation to the availability of any information supplied by it. Access to such information by the Online User on or after the effective date of such terms and conditions shall constitute and be regarded as acceptance thereof by the Online User.

網上用戶同意及確認，資訊提供者可不時就其提供的任何資訊之可用性施加條款及條件。網上用戶在該等條款及條件生效當日或之後存取該等資訊，即表示及被視為網上用戶接受該等條款及條件。

## 9. **OTHER PROVISIONS 其他條文**

- 9.1 All provisions of these Terms and Conditions, which, for giving effect to them, are required to survive the suspension or termination of the Internet Banking Service and/or the use of the Internet Banking Service, shall remain in full force and effect and be binding on the Online User after suspension or termination thereof. Further, these Terms and Conditions remain binding on the Online User and in full force and effect to the extent that they relate to any obligations or liabilities which remain to be performed or discharged by

the Online User.

為使本條款及細則之所有規定之涵義有效，本條款及細則之所有條款及條文在暫停或終止網路銀行服務及/或使用網路銀行服務時仍然有效，並且於有關之暫停或終止後仍持續有效及作用。儘管有此等暫停或終止，只要本條款及細則乃與網上用戶仍須履行之任何義務或法律責任有關，網上用戶將仍須繼續受本條款及細則約束。

- 9.2 The Internet Banking Service provide an extra means for the Client to maintain and operate the Designated Account, execute transactions and effect dealings and obtain services, products, information, benefits and privileges from the Bank. Online transactions and dealings effected by using the Internet Banking Service are subject to these Terms and Conditions and the Bank's all other applicable policies and procedures. All other provisions herein regulating the relevant accounts, transactions, dealings, services, products, information, benefits or privileges remain in full force and validity and in case of any inconsistency between other provisions under these Terms and Conditions, such other provisions shall prevail unless they are expressly excluded or modified by the provisions under this Part IV. However, in the event of any inconsistency, the provisions under Part IV of these Terms and Conditions shall prevail when using the Internet Banking Service.

網路銀行服務為客戶提供額外的途徑，以維持及操作指定帳戶、執行交易、進行買賣及獲取本行提供的服務、產品、資訊、利益及優惠。透過使用網路銀行服務進行的網上交易及買賣均受本條款及細則及本行所有其他適用的政策及程序所規限。本條款及細則中所有其他規管有關帳戶、交易、買賣、服務、產品、資訊、利益或特權的條文仍然具有全面效力及有效性，且倘若本條款及細則中的其他條文有存在任何差異，則應以該等其他條文為準，除非該等其他條文已被本第四部分的條文明確排除或修改。然而，在使用網路銀行服務時，倘若當中存在任何差異，應以本條款與細則的第四部分之規定為準。