

KGI Bank Co., Ltd., Hong Kong Branch
凱基商業銀行股份有限公司香港分行

Terms and Conditions for Banking Service
銀行服務條款及細則

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IMPORTANT NOTICE TO CLIENT

致客戶的重要通知

These Terms and Conditions shall create legal obligations and liabilities on your part. You are strongly advised to carefully read and understand the terms and conditions thereof and to seek independent legal advice before you agree to be bound by these Terms and Conditions.

本條款及細則將對您(們)產生法律義務及責任。本行強烈建議您(們)細心閱讀及了解本條款及細則，並於您(們)同意接受本條款及細則約束前，尋求獨立之法律意見。

KGI Bank Co., Ltd., Hong Kong Branch
凱基商業銀行股份有限公司香港分行

TERMS AND CONDITIONS FOR BANKING SERVICE

(“these Terms and Conditions”)

銀行服務條款及細則（下稱「本條款及細則」）

PART I - GENERAL PROVISIONS FOR BANKING SERVICE

第一部份 - 銀行服務一般條文

1. DEFINITIONS AND INTERPRETATIONS 定義及釋義

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

在本條款及細則中，除非上下文另有規定，否則下述的文字及詞語將具有下列所述的含意：

“Account Mandate”

「帳戶指令」

means the Account Opening Form, signature card and all other documents for the Bank Account, in the form prescribed by the Bank in which the Bank is mandated to follow the instructions or directions of the Client in relation to the opening, operation, maintenance or closing of the Bank Account and/or the Banking Service (as the case may be).
指其格式由本行規定的開戶申請書、印鑑卡及銀行帳戶的所有其他文件，本行獲授權遵照客戶的指示或指令開立、操作、維護或關閉銀行帳戶及/或銀行服務（視屬何情況而定）。

“Account Opening Form”

「開戶申請書」

means the documents in the form prescribed by the Bank from time to time for opening the Bank Account with the Bank.

指本行不時指定格式的文件，用於在本行開立銀行帳戶。

“Affiliate”

means, in relation to a party, (i) any entity

「關係企業」

controlled, directly or indirectly, by the party; (ii) any entity that controls, directly or indirectly, the party; or (iii) any entity directly or indirectly under common control with the party. For this purpose, “control” of any entity or the party means ownership of a majority of the voting power of any entity or the party.

指，就一方而言，(i)由該方直接或間接控制的任何實體；(ii)直接或間接控制該方的任何實體；或(iii)與該方直接或間接受共同控制的任何實體。為此目的而言，對任何實體或該方的「控制」指擁有任何實體的或該方的多數投票權。

“Agent”

「業務代理人」

means the person who acts as the Bank’s agent in following the Bank’s instructions or directions made or given by the Client in Hong Kong or elsewhere including, without limitation, correspondent bank, custodian, sub-custodian, nominee, broker or dealer, or any other agents as may be appointed by the Bank from time to time, as well as the Affiliate, where appropriate.

指代表本行的代理人，在香港或其他地方遵循客戶作出或發出之本行指示或指令之人士，包括但不限於代理銀行、託管人、附屬託管人、代名人、經紀或交易商，或本行可能不時委任的任何其他代理人及關係企業（如適用）。

“Agreement”

「協議」

means the agreements for the Bank Account and the Banking Service entered into between the Client and the Bank in writing as varied, modified, amended or supplemented from time to time, including, without limitation, the Account Mandate, these Terms and Conditions and any authority delegated and all other documents signed by the Client to the Bank in relation to the Bank Account or the Banking Service or any one of them.

指客戶及本行就關於銀行帳戶及銀行服務所訂立及不時修改、更改、修訂或補充的書面協議，包括但不限於帳戶指令、本條款及細則及客戶就銀行帳戶或銀行服務或任何一項而授予本行的任何權限或簽署予本行的所有其他文件。

“Applicable Law”

「適用法律」

means all international, foreign, federal, state and local statutes, regulations, rules, codes, guidelines, orders, and administrative or judicial precedents or

authorities, including the interpretation or administration thereof issued or prescribed by any competent authority (whether regulatory or tax authority, or otherwise) or professional body (whether self-disciplinary or otherwise) charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directives, requests, licenses, authorizations and permits of, and agreements with, any competent authority (whether regulatory or tax authority, or otherwise), or professional body (whether self-disciplinary or otherwise), in each case whether or not having the force of law.

指任何主管當局（不論是監管機構或稅務當局，或其他機關）或專業團體（不論是自律團體或其他）發出或訂定的所有國際、海外、聯邦、州及地方法令、規例、規則、守則、指引、命令及行政的或司法的判例或案例，包括其等解釋或行政管理及其強制執行、釋義或管理，以及任何主管當局（不論是監管機構或稅務當局或其他機關）或專業團體（不論是自律團體或其他）的所有適用的行政命令、指示、請求、牌照、授權及許可及與之達成的協議，而不論其是否具法律效力。

“Authorized Person”
「獲授權人士」

means, the person authorized or appointed by the Client and accepted by the Bank for or in connection with the establishment, operation, maintenance or closing of the Bank Account and/or using the Banking Service from time to time.

指客戶為開立、操作、維持或關閉銀行帳戶及/或使用銀行服務不時授權或委任及為本行接受的人士。

“Bank”
「本行」

means KGI Bank Co., Ltd., Hong Kong Branch and its successors and assigns.

指凱基商業銀行股份有限公司，香港分行，及其繼承人及受讓人。

“Bank Account”
「銀行帳戶」

means any one or more or all of the bank accounts of any types denominated in any currency, including without limitation, savings account, statement account, current account and time deposit account established now or hereafter established in the Client’s name with the Bank and include the Designated Account, where

appropriate.

指現在或將來以客戶名義在本行開立的任何一種或多種或全部以任何貨幣計值的銀行帳戶，包括但不限於儲蓄存款帳戶、結單帳戶、支票帳戶及定期存款帳戶，並包括指定帳戶（如適用）。

“Banking Service”

「銀行服務」

means any of the services provided by the Bank to the Client under the Bank Account from time to time.

指本行不時於銀行帳戶項下向客戶提供的任何服務。

“Business Day”

「營業日」

means a day when banks are generally open for business in Hong Kong, but excluding public holiday, Saturdays, Sundays and any day on which typhoon signal No. 8 or above or a black rainstorm warning is hoisted or issued by the Hong Kong Observatory and remains in effect between 9:00 a.m. and 12:00 noon and is not cancelled at or before 12:00 noon, or an “extreme conditions” announcement is made by the Hong Kong Government and remains in effect between 9:00 a.m. and 12:00 noon and is not cancelled at or before 12:00 noon.

指香港銀行一般開門營業的日子，但不包括公眾假期、星期六、星期日及香港天文台懸掛或發出八號或以上颱風信號或黑色暴雨警告，並於上午九時至中午十二時期間持續有效及沒有於中午十二時或之前取消，或香港政府發出「極端情況」公告，並於上午九時至中午十二時期間持續有效及沒有於中午十二時或之前取消的任何日子。

“China”

「中國」

means the People’s Republic of China.

指中華人民共和國。

“Client”

「客戶」

means person to whom the Bank provides Banking Services and, where the context permits, includes the Authorized Person.

指本行向其提供銀行服務之人士，在上下文允許之情況下，包括獲授權人士。

“CRS”

「共同匯報標準」

means a global standard for the automatic exchange of financial account information for tax reporting purposes promulgated by the Organisation of Economic Co-operation and Development to enhance tax transparency and

combat cross-border tax evasion.

指由經濟合作與發展組織，以稅務報告為目的之自動交換財務帳戶資料的全球標準，並以其提升稅務透明度及打擊跨境逃稅。

“FATCA”

「《海外帳戶稅務合規法案》」

means:

指：

- (i) Sections 1471 to 1474 of the United States Internal Revenue Code of 1986 or any associated regulations or other official guidance;
1986年《美國國內稅務法》第1471至1474條或任何相關法規或其他正式指引；
- (ii) Any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (i) above; or 任何已在任何其他司法管轄區的條約、法律、法規或其他正式的指引，或關乎美國與任何其他司法管轄區之間的政府間協定，促使上述(i)段的執行；或
- (iii) Any agreement pursuant to the implementation of paragraphs (i) or (ii) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.
根據上述(i)或(ii)段的執行與美國國稅局，美國政府或任何其他司法管轄區的任何政府或稅務機關達成的任何協議。

“HKICL”

「結算公司」

means the Hong Kong Interbank Clearing Limited and its successors and assigns.

指香港銀行同業結算有限公司及其繼承人及受讓人。

“HKMA”

「金管局」

means the Hong Kong Monetary Authority and its successors and assigns.

指香港金融管理局及其繼承人及受讓人。

“Hong Kong”

means the Hong Kong Special Administrative

「香港」	Region of China. 指中國香港特別行政區。
“Hong Kong Dollars” or “HK\$” 「港幣」	means the lawful currency for the time being of Hong Kong. 指現時香港的合法貨幣。
“Hong Kong Resident” 「香港居民」	means, for the purpose of these Terms and Conditions, an individual who is a holder of a Hong Kong Identity Card despite that he may also hold an identity proof of residency or citizenship of another jurisdiction. 指以本條款及細則為目的，持有香港身份證的個人，不論其是否持有其他司法管轄區的居民或市民身份。
“KGI Group” 「凱基銀行集團」	means KGI Bank Co., Ltd., a banking corporation incorporated in Taiwan, its Affiliate and all its branches. 指凱基銀行股份有限公司，一家在臺灣註冊成立的銀行、其關係企業及其所有的分行。
“Non-Hong Kong Resident” 「非香港居民」	means, for the purpose of these Terms and Conditions, an individual who is not a Hong Kong Resident. 指以本條款及細則為目的，並非香港居民的個人。
“PBOC” 「人民銀行」	means the People’s Bank of China and its successors or assigns. 指中國人民銀行及其繼承人或受讓人。
“Renminbi” 「人民幣」	means the lawful currency of China for the time being. 指中國現時的法定貨幣。
“Signing Arrangement” 「簽署安排」	means the signing authority as agreed between the Client and the Bank to open, operate, maintain and close the Bank Account and/or use or terminate the Banking Service subject to change from time to time and accepted by the Bank. 指客戶與本行同意及不時修訂的有權開立、操作、維持及關閉銀行帳戶及/或使用或終止銀行服務的人士的簽署授權。
“US” 「美國」	means the United States of America. 指美利堅合眾國。

“US Dollars”
「美元」 means the lawful currency of the US for the time being.
指美國現時的合法貨幣。

“US Person”
「美國公民」 means a person as defined in regulations of the United States Securities Act of 1933, which includes, but is not limited to, a national or resident of US and any partnership, corporation or other entity organised or created under the laws of US or of any political subdivision thereof.
指在美國證券條例(1933)所定義之個人，包括但不限於美國公民或居民，及任何合夥企業、公司或其他根據美國法律或其任何政治分支組織或設立的其他實體。

- 1.2 The clause headings in these Terms and Conditions are for convenience only and shall in no way affect the interpretation or construction of these Terms and Conditions and have no legal effect.
本條款及細則之標題僅為方便閱讀而添加，並不影響本條款及細則的解釋及無法律效力。
- 1.3 Except where the context otherwise requires, references in these Terms and Conditions to the singular shall include references to the plural and vice versa and references to the genders shall include the other and the neutral genders as the context requires.
在本條款及細則中，除非上下文有不同的要求，否則表示單數之詞語同時亦含複數之意思，反之亦然。表示其單一性的詞語包括任何性別之意思。
- 1.4 References in these Terms and Conditions to clauses, sub-clauses and schedules are, except where the context otherwise requires, to be construed respectively as references to clauses, sub-clauses and schedules to these Terms and Conditions.
除非另有說明，在本條款及細則中，凡提及條款、分條款及附表，即指本條款及細則內的條款、分條款及附表。
- 1.5 References in these Terms and Conditions to any party hereto shall be deemed to be references to or to include their respective successors or permitted assigns.
在本條款及細則中所指之任何一方當事人均被視作包括其繼承人及容許的受讓人。
- 1.6 Reference in these Terms and Conditions to any enactment shall be deemed to include references to such enactment as amended, extended or re-enacted from time to time and the rules and regulations thereunder.
在本條款及細則中所指的條例，均被視作包括不時修訂、延展、重新制定的法例及其規則及規例。
- 1.7 References in these Terms and Conditions to “these Terms and Conditions” or any other documents shall, except otherwise expressly provided, include references to these Terms and Conditions or such other documents as amended, extended, novated,

replaced and/or supplemented in any manner from time to time and/or any document which amends, extends, novates, replaces and/or supplements these Terms and Conditions or any such other documents.

在本條款及細則中所指的「本條款及細則」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。

2. BANKING SERVICE 銀行服務

2.1 Upon and subject to these Terms and Conditions and to such extent as the Bank shall consider fit, the Bank shall provide the Client with the Banking Service.

本行根據本條款及細則及本行認為合適的程序向客戶提供的銀行服務。

2.2 The Banking Service shall be provided to the Client within the office hours as determined by the Bank from time to time provided that the Bank is entitled to change the office hours by giving the Client reasonable prior notice.

銀行服務應在本行不時確定的辦公時間內提供予客戶，惟本行有權於合理時間前通知客戶更改辦公時間。

2.3 The Bank is at liberty to withdraw, cancel or revoke the Banking Service in whole or in part at any time subject to reasonable prior notice to the Client.

本行有權於任何時間全部或部份地撤回、取消或撤銷銀行服務，惟須合理地事先通知客戶。

2.4 Without prejudice to the foregoing provisions, the Bank reserves its right to expand, modify, adjust or reduce the scope of the Banking Service provided to the Client by the Bank from time to time provided always that due notice in respect thereof will be given to the Client in accordance with the Applicable Law.

在不損害上述條文的前提下，本行保留增加、修改、調整或縮減不時由本行提供予客戶的銀行服務範圍的權利，惟須依適用法律向客戶發出適當通知。

3. CLIENT'S INSTRUCTION 客戶的指示

3.1 In accordance with the Account Mandate from time to time provided to the Bank by the Client, the Client agrees to give instruction or direction to deal with all the matters in connection with the Bank Account and the Banking Service.

根據客戶不時向本行提供的帳戶指令，客戶同意給予指示或指令以處理與銀行帳戶及銀行服務有關的一切事宜。

3.2 The Client authorizes and empowers the Bank to honour and comply with all cheques, drafts, orders to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted, endorsed or made on the Client's behalf drawn upon, or addressed to, or made payable with, the Client whether any of the Bank Account is in credit or in debit or may become overdrawn in consequence or otherwise but without prejudice to the Bank's right to refuse to allow any overdraft or increase of overdraft beyond any specified overdraft limit from time to time.

客戶授權及賦予權力予本行兌現及支付所有由客戶發出、簽署、承兌、背書或

代客戶發出或須由客戶支付的支票、匯票、付款指令及承付票，不論銀行帳戶的結餘是貸方或借方，或因此而引起透支，但此條文並不損害本行拒絕允許客戶透支或客戶的透支超越不時訂明的透支額度。

- 3.3 The Bank is entitled to follow or act on instruction or direction purportedly given by the Client or the Authorized Person on the Client's behalf. Where the Bank considers fit, the Client is required to sign a form prescribed by the Bank to confirm the Client's verbal instruction (if so accepted by the Bank). Once given, any instruction or direction may not be cancelled, withdrawn, altered or amended in whole or in part except with the Bank's consent.

本行有權遵照或執行看似來自客戶或代表客戶的獲授權人士作出的任何的指示或指令。倘本行若認為有需要時，客戶需要簽署一份由本行指定的表格以確認口頭指示（倘若本行接受）。任何指示或指令一經發出，只有在本行同意的情況下才可能全部或部份地取消、撤回、更改或修改。

- 3.4 The Bank reserves its right to refuse to follow or act in accordance with any instruction or direction without any obligation to give any reason therefor. If the Bank declines an instruction or a direction, the Bank will take all reasonable steps to notify the Client promptly of this but will not be held liable for any failure to do so.

本行保留拒絕遵照或執行任何的指示或指令而毋須作出任何解釋的權利。倘若指示或指令被拒絕，本行將採取一切合理行動儘速通知客戶，但毋須為未能成功通知客戶而承擔任何責任。

4. **AUTHORIZED PERSON 獲授權人士**

- 4.1 The Client is, upon the appointment of the Authorized Person, required to notify the Bank in writing and provide the Bank with the Authorized Person's particulars (whether personal or otherwise) and specimen signature together with all other information and documents as prescribed by the Bank. For the avoidance of doubt, the Authorized Person has authority to open (if so agreed by the Bank), operate, maintain, close (if so agreed by the Bank) or deal with all other matters in connection with the Bank Account and/or the Banking Service unless otherwise agreed in writing between the Client and the Bank or excluded by the Bank in its absolute discretion.

客戶委任獲授權人士後需以書面通知本行及向本行提供本行要求的獲授權人士的詳細資料（不論是個人資料或其他資料）、簽字式樣及其他本行指定的資料及文件。為免生疑問，獲授權人士有權根據簽署要求及簽字式樣，全權代表客戶開立（如獲本行同意）、操作、維持、關閉（如獲本行同意）或處理所有其他與銀行帳戶及/或銀行服務相關的事宜，除非客戶與本行另有書面協議，或本行依其絕對酌情權予以排除。

- 4.2 The Client agrees and acknowledges that any change in, addition to or revocation of the Authorized Person and/or the specimen signature(s) and/or the Signing Arrangement shall not be put into operation 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 respond such change, addition or revocation.

客戶同意及確認任何獲授權人士及/或簽字式樣及/或簽署安排的任何更改、增加或撤銷均不會視作生效，除非及直至本行已實際收到令本行滿意的關於上述

更改、增加或撤銷事項的文件及/或書面授權及本行有合理的機會就上述各項作出回應。

- 4.3 Unless otherwise agreed between the Client and the Bank in writing, any effective appointment of, or change in, addition to or revocation of, the Authorized Person and/or the specimen signature(s) and/or the Signing Arrangement shall apply to all or any of the Bank Account and/or the Banking Service.
除非本行與客戶另有書面協議，關於獲授權人士及/或簽字式樣及/或簽署安排的任何有效的委任或更改、增加或撤銷均適用於所有或任何銀行帳戶及/或銀行服務。
- 4.4 When any one or more or all of the Client or the Authorized Person die(s), any act, thing, deed or matter made or done by the Bank pursuant to the request, instruction or direction of the Client or the Authorized Person or any of them after such death but before the actual receipt of notice in writing thereof by the Bank shall be absolutely and conclusively binding on the Client, his estate and personal representative and any person claiming through or under Banking Account or the Banking Service.
倘若任何一名或多名或所有客戶及獲授權人士死亡，本行在有關人士死亡後及實際收到有關的書面通知前，根據獲授權人士或其中任何一位的要求、指示或指令所作出的任何作為、事情、契據或事項，將對客戶及授權人士、其遺產及遺產代理人及透過或在銀行帳戶或銀行服務項下或其中任何人士進行申索的任何人等，於任何時候均具絕對及終局性約束力。
- 4.5 The Client agrees to ratify at all times all acts, things, deeds, directions, orders or instructions given by any or all of the Authorized Person according to the provisions herein if so requested by the Bank and acknowledges that the same shall be at all times be absolutely and conclusively binding on the Client.
客戶同意於任何時候均會確認或追認由獲授權人士根據本條款及細則之條文作出的任何或所有行為、作為、契據、指令、命令或指示（倘若本行要求），並且確認上述各項對客戶具絕對及終局性約束力。
- 4.6 Subject to any claim or objection on the part of the regulatory authority, the Bank may hold upon the Client's death any balance standing to the credit of the Bank Account and any parcels and their contents, and property of any description held in the Client's name to the order of the Client's legal personal representative without prejudice to any right the Bank may have in respect thereof, arising out of any lien, charge, pledge, set-off, counterclaim or otherwise whatsoever and take any step or legal proceedings for the account, and at the expense, of the Client's personal estate which the Bank may in its absolute discretion deem desirable in view of any claim by any person other than the Client's legal personal representative.
除監管機構提出任何索償或反對外，本行可於客戶身故時，按客戶法定遺產代理人之指示，持有本行帳戶內之任何結餘、任何包裹及其內容物，以及以客戶名義持有之任何種類之財產，而不損害本行就該等財產可能擁有之任何權利、由於任何留置權、抵押權、質押權、抵銷權、反索償或其他原因而產生的任何權利，客戶的法定遺產代理人以外的任何人士提出申索時，本行可行使其絕對酌情權以其認為適宜採取的步驟或法律程序由客戶的個人財產支付相關費用。

5. **EXCLUDED LIABILITY 免責**

5.1 Unless due to negligence or wilful default on part of the Bank, the Bank shall not be responsible for and held liable to any loss or damage suffered or sustained by the Client directly or indirectly arising out of or in relation to:-

除非由於本行的疏忽或故意失責，本行對下列各項直接或間接導致或引致或與之有關而令客戶遭受或蒙受的任何損失或損害概不負責，亦不承擔任何責任：

- (i) the cancellation or termination of all or any of the Bank Account and/or the Banking Service (as the case may be);
取消或終止所有或任何銀行帳戶及/或銀行服務(視屬何情況而定)；
- (ii) the cancellation, withdrawal, revocation or suspension of the Client's transactions or any failure to execute or effect transactions or order from the Client where it is attributable to any circumstances or events beyond the Bank's control;
取消、撤回、撤銷或擱置客戶的交易或任何因超越本行能控制的情況而不能執行或進行的客戶的交易或指令；
- (iii) leakage of the Client's instruction, direction or information by any telecommunication company, equipment, device or intermediary through which the instruction, direction or information is communicated to or from the Bank or the Agent or any other third party;
任何電訊公司、儀器或中介裝置洩露客戶通過上述媒介傳送予本行、本行的業務代理人、第三者或由本行或業務代理人或任何第三者通過上述媒介傳送予客戶的指示、指令或資訊；
- (iv) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the Banking Service, Acts of God, government act, flood, fire, civil commotion, strike, war or any other causes beyond the Bank's control;
任何涉及銀行服務、不可抗力、政府行為、水浸、火警、動亂、罷工、戰爭或其他超越本行控制的原因的機械故障、電力故障、機能失常、損壞、阻礙或設施或裝置的不足；
- (v) any transaction effected as a result of a forged instruction or any other fraudulent conduct;
任何因虛假或其他詐騙行為而成立的交易；
- (vi) any interruption, suspension, delay, loss, damage or other failure or inaccuracy in transmission of the Client's instruction, direction or other information howsoever caused;
任何於傳送客戶的指示、指令或其他資料時發生的阻礙、擱置、延誤、損失、損害或其他故障或失誤；
- (vii) any mechanical, electronic or other failure, malfunction, interruption, inaccuracy or deficiency arises from the Bank's telecommunication and

computer platform or other equipment or from its installation or operation; any incomplete or erroneous transmission of any instruction or direction of the Client or any error in the execution of any such instruction or direction or for any delay, loss (including loss of profit or any economic loss), expenses or damages whatsoever incurred or suffered by the Client as a result thereof; and

本行的電訊及電腦平台或其他設備或其安裝或操作出現任何機械、電子或其他故障、失靈、中斷、失誤或不足；客戶指示或指令的任何不完整或錯誤的傳遞或執行該指示或指令時發生的任何錯誤，或客戶因上述事件而招致或蒙受的任何延誤、損失（包括盈利損失或任何經濟損失）、開支或賠償；及

- (viii) any delay, interruption or suspension howsoever caused by any third party, including but not limited to the Agent, service provider or equipment suppliers, which interferes with, affects or disrupts the performance of the Bank.

任何第三者（包括但不限於業務代理人、服務提供者或設備供應商）引致的任何延誤、中斷或暫停，而使本行履行於協議下的責任時受干擾、影響或無法繼續執行。

- 5.2 The Bank shall not be held liable to or responsible for any loss or damage the Client sustains or suffers directly or indirectly arising out of any act or omission of the Agent unless the act or omission is due to negligence, wilful default or fraud on the part of Bank. In particular and without limitation, the Bank gives no warranty as to the solvency of the Agent.

除非由於本行的疏忽、故意失責或欺詐，本行對於任何業務代理人的作為或不作為而直接或間接導致客戶的損失或損害概不負責，亦毋須承擔任何責任。特別是但不限於，本行對業務代理人的償付能力不作保證。

6. REPRESENTATION AND WARRANTY 陳述及保證

- 6.1 Notwithstanding the Bank could have reasonably foreseen, the Bank's liability to the Client for any negligence or wilful default on the part of the Bank shall not extend to any indirect, consequential or exemplary damages, expenses, losses or costs and any damages for loss of profit.

儘管可能已被本行合理地預見，本行因疏忽或故意失責而需對客戶承擔的責任將不包括任何間接性、後果性或懲罰性的損害、支出、損失或成本及任何利潤損失的賠償。

- 6.2 The Client represents and warrants that:-
客戶向本行作出以下陳述與保證：-

- (i) the Client has full power and authority to execute and deliver the Agreement, and any other documentation relating thereto, and to perform the Client's obligations under the Agreement and each transaction and have taken all necessary actions to authorize such execution, delivery and performance;

客戶有充分的權力及授權執行及交付協議及其他任何有關之文件及

履行其於協議下的義務及每項交易，並且已採取一切必要的步驟授權此類執行、交付及履行；

- (ii) any such execution, delivery and performance will not contravene or conflict with any Applicable Law to the Client or any provision of any constitutional documents;
任何此類執行、交付及履行將不會違反或違背任何適用於客戶的適用法律或任何憲制性文件的條文；
- (iii) the obligations under the Agreement constitute the Client's legal, valid and binding obligations, enforceable in accordance with their respective terms;
協議下的義務對客戶構成合法、有效及具約束力的義務並可按其條款付諸執行；
- (iv) all governmental, regulatory and other approvals, permits, consents and authorizations that are required to have been obtained by the Client in relation to the Agreement have been so obtained and remain in full force and effect and all conditions of any such approvals, permits, consents and authorizations have been complied with;
客戶就協議需取得的所有政府、監管機構及其他同意、准許、批准及認可已取得並維持全面有效。所有上述同意、准許、批准及認可的全部條件亦已經遵守或符合；
- (v) the Client will comply with the Applicable Law during the continuation of the Agreement;
客戶將於協議存續期間遵從適用法律；
- (vi) the Client will forthwith give (or procure to be given) to the Bank such information and assistance as the Bank may require from the Client to enable the Bank to assist or achieve compliance with any of the obligations under the Agreement;
客戶須即時提供（或竭盡所能地提供）予本行所須的相關資料及協助以便本行可履行及遵守協議下的任何義務；
- (vii) in the event that the Bank Account is a client account or omnibus account, the Client has internal control in place to verify the underlying client's identities and effective systems and controls to allocate funds in the pooled account to the individual underlying clients. In addition, the client is satisfied as to the source of the funds used to open the Bank Account or passing through the Bank Account; and
倘若銀行帳戶是客戶帳戶或客戶匯集綜合帳戶（下稱「綜合帳戶」）時，客戶設置內部監控去確認潛在客戶的身分及有效的制度及控制對將存放於並已混合於帳戶內的款項再分配予背後的個別客戶。另外，客戶對用於開立銀行帳戶及存入銀行帳戶的款項的來源有確切的了解並確認其來源是合法的；及
- (viii) Unless otherwise provided by the Applicable Law, the Client is obliged to disclose and provide the Bank with all necessary information and data of

the underlying clients, including, without limitation, personal data and transactional information and movements of the underlying clients, within the client or omnibus account as the Bank may from time to time request and the Client has policies and measures in place to ensure that all those information and data will be disclosed or provided to the Bank if so requested.

除非適用法律另有規定，客戶有義務按本行不時之要求，於客戶或綜合帳戶內向本行披露及提供所有必要之潛在客戶資料及數據，包括，但不限於，潛在客戶之個人資料及交易資料及動向，而客戶亦已制定政策及措施，以確保於本行提出要求時，向本行披露或提供所有該等資料及數據。

- 6.3 The Client warrants and undertakes to ratify, approve and confirm as per 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 hereunder.

客戶保證及承諾按照本行的要求追認、同意及確認任何本行真誠地履行本條款及細則的義務時所合法地作出或引致作出的行為、契據、事項或作為。

- 6.4 Unless due to negligence, wilful default or fraud on the part of the Bank, the Client warrants and undertakes to keep the Bank and the Agent and their respective employees fully and effectively indemnified against all losses, damages, costs, charges, liabilities and expenses whatsoever suffered or incurred by the Bank in following or acting on the instruction or direction given by the Client.

除非由於本行的疏忽、故意失責或欺詐，客戶保證及承諾會充分及有效地彌償本行、業務代理人及其各自的僱員因本行遵循客戶指示或指令或依此行事而承受或產生的一切損失、損害、費用、收費、責任及支出。

7. FEES, CHARGES AND INTEREST 費用、收費及利息

- 7.1 The Bank has rights to charge or levy such fees, charges and/or interest for the operation, maintenance or closing of any of the Bank Account or provision of any of the Banking Service to the Client at such rate as prescribed by the Bank in any schedule of fees, charges and/or interest published by the Bank from time to time provided always that the Bank may vary, revise or amend the rate or the basis of calculation thereof upon not less than thirty (30) days prior written notice to the Client. Such schedule of fees, charges and/or interest has been uploaded to the website of the Bank or hardcopy thereof may be available upon the Client's request. Any such fees, charges and/or interest shall be payable by the Client to the Bank on demand immediately.

本行有權就客戶操作、維持或結清任何銀行帳戶或提供任何銀行服務予客戶而按照本行不時公佈的費用、收費及/或利息表收取或徵收任何費用、收費及/或利息。惟本行有權於給予客戶不少於三十(30)天的事先書面通知後，修改、修訂或更改費率或計算基準。上述的費用、收費及/或利息表已上載至本行網站或客戶可向本行要求取得副本。任何須由客戶繳付的費用、收費及/或利息需於本行作出付款要求時即時支付予本行。

- 7.2 The Client agrees to pay the Bank all interest accrued on all 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 days divided by 360 or 365 in accordance with the Bank's prevailing practice for the relevant currency.

客戶同意按本行不時規定的利率，支付本行的款項所衍生的利息。利息由款項到期支付日起計算直至實際付款日為止（裁決前及後）及按實際天數按照本行現時實務就有關幣別除以 360 或 365 日。

8. STATEMENT, ADVICE AND CONFIRMATION 結單、通知書及確認書

8.1 Subject to sub-clause 8.2 hereof, the Client is required to review and verify the accuracy of each and every entry in any statement, advice or confirmation issued by the Bank to the Client pertaining to any transactions and/or their incidental matters thereto and to notify the Bank as soon as practicable in writing of any entry which the Client considers wrongful, irregular and/or unauthorized. Unless the Bank shall have actually received the notice to dispute accuracy, regularity or authority within ninety (90) days of the date of issuance of the statement, advice or confirmation, all the entries demonstrated therein are deemed and considered to be true, correct, regular and duly authorized.

受限於下述第 8.2 分條款，客戶應審閱及核對本行就有關協議項下任何交易及/或其他附帶事項發出的任何結單、通知書或確認書上的每項記項之準確性。倘若客戶認為任何記項存在錯誤、異常及/或未經授權的情況，客戶必須在切實可行的範圍內盡快以書面通知本行。除非本行在列載有關記項的結單、通知書或確認書發出之日期起計九十(90)天內實際上收到對上述記項的準確性、規則性或授權提出異議的書面通知，否則所有顯示於此等通知書、結單或確認書上的記項均被視作及被認為真實、正確、正常及已獲恰當授權。

8.2 Nothing in the preceding sub-clause 8.1 shall prejudice or impair the Client's right of recourse against the Bank as to:-

上述第 8.1 分條款的規定並不影響或損害客戶就下列事項對本行提出追索的權利：-

- (i) unauthorized transaction arising from forgery or fraud by any third party and in relation to which the Bank has failed to exercise reasonable care and skill to detect;
由於任何第三者偽冒或詐騙而引致的未經授權的交易，而本行未有採取合理水平的謹慎及技巧識破該等交易；
- (ii) unauthorized transaction arising from forgery or fraud by any of the Bank's employees or the Agent; and
由於本行的任何僱員或業務代理人偽冒或詐騙而引致的未經授權的交易；及
- (iii) other unauthorized transactions arising from negligence or wilful default on the part of the Bank.
由於本行疏忽或故意失責而引致的其他未經授權的交易。

9. CONCLUSIVE EVIDENCE 終局性證據

9.1 Except for manifest error, the books and records kept by the Bank (including, without

limitation, tape recording and any handwritten information recorded by the Bank's employees or Agent in the course of their dealing with the Client) with respect to the Bank Account or Banking Service shall be conclusive evidence and binding on the Client, for all purposes and in all courts of law.

除非存在明顯的錯誤，由本行保存有關於銀行帳戶及/或銀行服務的帳冊及紀錄(包括但不限於錄音帶及由本行員工或業務代理人與客戶交易期間手寫的紀錄、資料或數據)均對客戶具絕對約束力，且會於所有法庭及其他所有作為中，成為終局性的證據。

10. LIEN, SET-OFF AND CONSOLIDATION 留置權、抵銷及合併

- 10.1 The Bank shall have a first and paramount lien over any sum of money standing to the credit of the Bank Account, all collaterals, deeds, documents and other property of the Client (or in the case of a joint account, any one of the joint account holders) which are in the possession or control of the Bank, for custody or any other reason and without prejudice to the Bank's other rights, the Bank shall have the right to sell or dispose of the same, upon such terms and in such manner as the Bank shall absolutely consider appropriate, to satisfy any obligations, indebtedness and liabilities of the Client to the Bank.

本行應對因保管或因其他理由而管有或控制的客戶(若為聯名帳戶情況下，任何一個聯名帳戶持有人)的銀行帳戶項下的任何帳上款項、所有抵押品、契據、文件及其他財產具有首要留置權，並在不損害本行其他權利的情況下，本行應有權按照其絕對酌情權認為合適的條款及方式出售或處置以抵償客戶對本行的任何責任、債務及欠債。

- 10.2 In addition and without prejudice to any other provision of the Agreement or any other agreement between the Bank and the Client or similar rights which are vested in the Bank by the Applicable Law, the Bank for itself or as agent for any of its Affiliate or KGI Group is entitled, at any time, notwithstanding any settlement of Bank Account, to:

在不損害協議的任何其他條文規定或本行與客戶之間的任何其他協議或適用法律賦予本行享有的類似權利的前提下，亦不論是否涉及任何銀行帳戶的結算，本行可以為其自身或作為其任何關係企業或凱基銀行集團的代理人，本行有權在任何時候：

- (i) combine or consolidate all accounts including the Bank Account or any other account of any nature whatsoever and either individually or jointly with others, established with the Bank, any of its Affiliate and/or KGI Group;
結合或合併客戶在本行、其任何關係企業及/或凱基銀行集團內開立的全部帳戶(不論是個人或聯名的)，包括銀行帳戶或其他任何類型的帳戶；
- (ii) set off or transfer any securities, monies or other property in any such Bank Accounts to satisfy debts, obligations or liabilities of the Client due and owing to the Bank, any of its Affiliate or KGI Group, whether such debts, obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and

將任何此等帳戶的任何證券、款項或其他資產抵銷或轉讓，用以解除客戶對本行、其任何關係企業或凱基銀行集團拖欠或未了結的債務、義務或責任，不論此等債務、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；

- (iii) if any sum is due but remains unpaid hereunder, retain all or any valuables or any other property whatever and wherever situate which may be deposited with or otherwise held by the Bank, any of its Affiliate and/or KGI Group for or in the Client's name whether for safe custody or otherwise and sell the same or any part thereof upon such terms and in such manner as the Bank shall conclusively determine and the Bank may retain such agent or broker therefor and apply the proceeds thereof to set off any or all sums owing under the Agreement and/or due to the Bank's Affiliate or KGI Group after full deduction of all costs and expenses.
- 倘若客戶有任何款項到期而未付，留存所有或任何存放於或由本行、其任何關係企業及/或凱基銀行集團以其他方式代客戶或以客戶名義持有的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。以此為目的，本行可聘用代理或經紀並可將所得款項於扣除本行所有費用及支出後，用以解除或抵銷協議下及/或欠負本行關係企業或凱基銀行集團的任何或所有欠款。

- 10.3 The Bank is authorised at any time and in its absolute discretion convert any sum in the Bank Account or under the Banking Services into any currency by any lawful means at its 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 reference to the Client.

本行獲授權於任何時候毋須通知客戶及行使其絕對酌情權將銀行帳戶內或銀行服務項下的款項以任何合法途徑按記項當天的兌換率兌換成任何貨幣以達到抵銷或轉讓的目的。

- 10.4 The Bank will notify the Client promptly of any such exercise of such rights where practicable, but failure to do so or any delay in doing so does not invalidate the Bank's exercise of such right.

本行將在切實可行的情況下盡快通知客戶任何有關此類權利的行使，但倘若本行未能這樣做或有任何遲延，亦不會導致本行行使此類權利無效。

11. FOREIGN CURRENCY INDEMNITY 外幣彌償

- 11.1 Payment by the Client to the Bank shall be in the currency of the relevant liability or, if so agreed by the Bank, in a different currency (the “**Appropriate Currency**”), in which case the conversion to that different currency shall be made at the prevailing exchange rate which is determined by the Bank in the relevant foreign exchange market at the relevant time (the “**Applicable Exchange Rate**”). Such determination to be made by the Bank in its absolute discretion is conclusive and binding on the Client. If for any reason the Bank receives an amount in any currency other than the Appropriate Currency, the Bank is authorised to purchase the amount in the Appropriate Currency with the amount of the payment so received at the Applicable

Exchange Rate pursuant to the Bank's usual practice and the Client shall indemnify and keep indemnified the Bank from and against any shortfall (including the cost of conversion). Until such shortfall is repaid to the Bank, such shortfall shall form part of the sums due and owing hereunder to the Bank and bear interest at the rate as determined by the Bank from time to time.

由客戶向本行支付的款項，應以相關負債的貨幣支付，或者，若本行同意，則以其所同意之不同貨幣（下稱「適當貨幣」）為之，而其轉換為不同貨幣時，應依本行行使其絕對酌情權決定適用之各該外幣交易市場於相關時間之現行匯率為準（下稱「適用匯率」），且此決定將對客戶具有終局性之約束力。不論基於任何理由若本行收受任何非屬適當貨幣之貨幣金額，則本行被授權依照其一般慣例，以適用匯率購入相當於所收到付款金額之適當貨幣，而客戶應彌償及持續彌償本行其中之任何差額（包括兌換之成本）。於此等差額償還本行之前，此等差額應記入本協議下所積欠本行之金額之內，並隨之按照本行不時釐定的利率承擔利息。

12. TERMINATION AND SUSPENSION 終止及暫停

- 12.1 The Bank may in its absolute discretion, subject to the Applicable Law and without prejudice to the generality of the other provisions herein, terminate one or more or all of the Bank Account or the Banking Service at any time without prejudice to the continuation of the operation of any or more of the Bank Account or the use of any or more of the Banking Service provided always that the Bank shall serve the Client a written notice of intention to terminate the Bank Account or the Banking Service not less than thirty (30) days prior to the intended date of termination.

受限於適用法律及於不影響本條款及細則其他條文的一般性的情況下，本行可行使其絕對酌情權於任何時候終止一個或多個或全部銀行帳戶或一項或多項或全部銀行服務，惟須給予客戶不少於三十(30)天的事先書面通知。上述的終止將不影響其他任何一個或多個銀行帳戶的運作或銀行服務的使用。

- 12.2 The Bank is entitled to terminate or suspend one or more or all of the Bank Account and/or the Banking Service immediately at any time without giving any reason or notice upon occurrence of any one or more of the following events:-

倘若出現下列任何一項或多項事項時，本行有權立即於任何時候終止或暫停一個或多個或全部銀行帳戶及/或銀行服務，而毋須給予任何原因或通知：-

- (i) it is illegal, unlawful or prohibited by any Applicable Law or is restricted by any economic or trade sanctions imposed by any competent authority to maintain the relevant Bank Account and/or provide the Banking Service; 維持相關銀行帳戶及/或提供銀行服務屬違法、非法或受任何適用法律所禁止，或受任何主管機構施加的任何經濟或貿易制裁所限制；
- (ii) the Bank has notice of irregularity (whether actual or constructive) in relation to the operation, maintenance or closing of the Bank Account; 本行得悉銀行帳戶的操作、維持或結清出現異常情況（不論是實際或推定）；
- (iii) the Bank has conflicting instruction(s) from the Client, director of the Client or the Authorized Person;

本行收到由客戶或客戶的董事或獲授權人士發出的不一致的指示；

- (iv) the arising of any disputes over interest of the Bank Account or amongst the shareholders or directors of the Client;
就銀行帳戶權益或客戶的股東或董事出現任何糾紛；
- (v) the Client commits any material breach or is in default in the discharge or performance of his undertakings and obligations in these Terms and Conditions;
客戶在履行其在本條款及細則的承諾及義務時出現任何重大違反或失責；
- (vi) there is a material adverse change in the circumstances relating to the Client, including the Client's legal status, assets, financial or business condition;
客戶的情況出現重大不利改變，包括客戶的法律狀況、資產、財務或業務的情況；
- (vii) the Client becomes insolvent or is subject to any bankruptcy, winding up or insolvency proceedings under any Applicable Law, or a petition is presented or filed in respect of the Client for bankruptcy, winding up (whether voluntary or otherwise), dissolution or analogous proceedings under any Applicable Law;
客戶無力償債，或客戶受制於任何適用法律下的破產、清盤或破產清盤程序，或客戶被提交呈請書要求其破產、清盤（不論是自願或其他原因）、解散或出現任何適用法律下的類似程序；
- (viii) all or a substantial part of the Client's assets are seized or are subject to enforcement of a judgment by any party; or
客戶全部或相當部分的資產被扣押或就任何人士的判決被強制執行；
或
- (ix) all or a substantial part of the Client's assets are seized or are subject to enforcement of a judgment by any party; or the relevant Bank Account or Banking Service is being used or is suspected of being used for money laundering, drug-trafficking, terrorist financing, bribery, corruption or other activities that are prohibited or are deemed illegal or unlawful by any Applicable Law.
相關銀行帳戶或銀行服務被用作或懷疑被用作洗黑錢、販毒、恐怖分子資金籌集、賄賂、貪污或任何適用法律禁止或視為違法或非法的其他行為，或任何主管機構施加的經濟或貿易制裁所限制的其他行為。

12.3 Pursuant to this clause 12, termination or suspension of the Bank Account or the Banking Service shall be:-

本行根據本第 12 條款終止或暫停銀行帳戶或銀行服務：-

- (i) without prejudice to the completion of any transaction or transactions already initiated and any transaction or all transactions outstanding at the

time of termination or suspension will be completed settled and delivery made;

不影響任何已完成或發動的交易及任何或所有於終止或暫停時仍未完成的交易將會被繼續完成、交收及交付；

- (ii) without prejudice to and shall not affect any accrued rights, existing commitments or liabilities or any contractual provision intended to survive termination; and

不影響任何已產生的權利、已存在的承諾或責任或其他任何擬於終止協議後仍然生效的條文；及

- (iii) without penalty or other additional payment save that the Client will pay:-
客戶除必須繳付下列各項外，並無任何罰款或附加費：-

- (a) all outstanding fees and charges under the Agreement;
任何於協議下仍未繳清的款項及費用；
- (b) any expenses incurred by the Bank under the Agreement and payable by the Client;
任何於協議項下由本行墊支及由客戶支付的費用；
- (c) any additional expenses incurred by the Bank in relation to termination; and
本行於終止協議時代客戶墊支的額外支出；及
- (d) any loss or damage necessarily realized in settling or concluding outstanding obligations under the Bank Account or the Banking Service.
任何因清償或結束銀行帳戶及/或銀行服務項下仍未履行的義務而引起的損失或損害。

- 12.4 The Client may terminate any of the Bank Account or the Banking Service upon such prior written notice and in such manner and conditions as prescribed by the Bank from time to time and subject to settlement of the handling fees or charges which the Bank may in its absolute discretion charge or levy provided always that the remaining Bank Account or the Banking Service shall remain operative or available upon and subject to these Terms and Conditions.

客戶可按本行不時規定的方式及條款向本行發出事先書面通知，並且按本行不時規定的方式及形式以終止任何銀行帳戶或銀行服務，惟須繳付本行行使其絕對酌情權規定收取的任何手續費或費用。有關終止生效後，尚存銀行帳戶或銀行服務的使用將受本條款及細則的規管，仍然維持運作或可用。

- 12.5 In the event that the formalities or procedures for opening the Bank Account or using the Banking Service as prescribed by the Bank in its absolute discretion remain uncompleted or the required documents thereof are still outstanding or it is in the Bank's reasonable opinion that such required documents thereof submitted by the Client do not fully reflect the circumstances and status of the Client, until the completion of the formalities and procedures and the provision of outstanding

documents to the satisfaction of the Bank, the Bank Account or the Banking Service shall be suspended from operation or use. Further, the sum of money deposited into the Bank Account or paid under the Banking Service shall not be withdrawn, transferred or otherwise disposed of, except with the Bank's consent.

當本行行使其絕對酌情權指定的有關開立銀行帳戶或使用銀行服務的手續或程序仍未完成或仍未能提供要求的文件或本行合理地認為由客戶所提交之該等要求的文件未能充份地反映客戶的狀況及地位，銀行帳戶的運作或銀行服務的使用將被暫停直至本行信納客戶已完成所有手續及程序及已提供要求的文件以使本行滿意為止。此外，除得本行同意外，不得提取、撥轉或作其他形式的處理存放於銀行帳戶或銀行服務項下或已繳付的款項。

13. PAYMENT WITHOUT DEDUCTION 不作扣減的付款

- 13.1 Any sum payable by the Client to the Bank under the Agreement shall be paid to the Bank in Hong Kong Dollars or otherwise as the Bank may from time to time direct in full, free and clear of any of present or future taxes, levies, duties, charges, fees or withholding and without set off, counterclaim or deduction whatsoever.

協議項下由客戶支付予本行的任何款項必須以港幣或本行不時指定的貨幣支付。該等款項不得扣除任何現時或將來之稅項、徵費、費用、收費或預扣。客戶並不得進行任何抵銷、反索償或扣減。

14. COLLECTION OF DEBT 追討債務

- 14.1 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 it has been warned that it shall indemnify and keep the Bank indemnified on a full indemnity basis from and against all costs, fees and expenses which the Bank may reasonably incur in retaining the debt collection agent(s).

本行有權聘用追討債務代理人以收取客戶在協議下到期未付的任何款項。客戶同意及確認已獲本行提醒，客戶須以全額彌償基準彌償本行在聘用追討債務代理人時所合理地產生的全部收費、費用及開支。

15. JOINT ACCOUNT, PARTNERSHIP AND OTHERS 聯名帳戶、合夥企業及其他

- 15.1 Where the Client consists of more than one person such as joint account holders or joint service users, trustees or personal representatives, this clause 15 shall apply.

本第 15 條款適用於銀行帳戶持有人多於一個人的情況，例如聯名帳戶持有人或聯名銀行服務使用者、受託人或遺產代理人。

- 15.2 Under the Agreement or in any other dealings between the Client and the Bank, the Client will be jointly and severally liable for all or any of the obligations or liabilities. 客戶須共同及個別地承擔所有協議項下或客戶與本行之間的業務往來所產生的所有或任何義務或責任。

- 15.3 Unless otherwise agreed between the Client and the Bank in writing:-

除非本行與客戶另有書面協議：-

- (i) each joint account holder of the Bank Account or joint users of the Banking Service will have sole and full 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 Bank Account or user of the Service without any notice to the other joint account holders or other joint service users (as the case may be);
每一個聯名銀行帳戶持有人或聯名銀行服務使用者均有單一及全面權力於毋須通知其他聯名銀行帳戶持有人或其他聯名服務使用者的情況下與本行進行業務，猶如銀行帳戶只是一個單名銀行帳戶或服務使用者只包括一位人士一樣（視屬何情況而定）；
- (ii) any of the joint account holders or the joint service users may give the Bank an effective and final discharge in respect of any of the Bank's obligations; and
任何一個聯名銀行帳戶持有人或聯名銀行服務使用者均可有效地及最終地解除本行於協議項下的義務；及
- (iii) once served on one of the joint account holders or the joint service users by the Bank, any notice, request or communication shall be deemed to be given to all.
任何本行送達其中一名聯名銀行帳戶持有人或聯名銀行服務使用者的通知、要求或通訊均會被視作送達予全部銀行帳戶持有人或全部銀行服務使用者。

15.4 On the death of any of the account holders or the service users, the Agreement will not terminate but survive such death and remain binding on the other person(s) constituting the Client and the Bank may treat such survivor(s) as the only party to the Agreement. For the avoidance of doubt, it is hereby declared and agreed by the parties to the Agreement that all rights and interests of and in the Bank Account or the Banking Service will be vested in the survivor(s) under the Bank Account or the Banking Service upon death of the account holder(s) or service user(s) by operation of the rule of survivorship provided that this sub-clause 15.4 shall not apply to partnership account.
協議不會因任何一名聯名銀行帳戶持有人或一名聯名銀行服務使用者死亡而終止，並對其他尚存的聯名銀行帳戶持有人或聯名銀行服務使用者仍具約束力，且本行會視該生存的銀行帳戶持有人或銀行服務使用者是協議下僅有的當事人。為免生疑問，協議下各當事人聲明及同意，於聯名銀行帳戶持有人或聯名銀行服務使用者死亡後，銀行帳戶或銀行服務的一切的權利及權益按照尚存者取得權的規則施行並歸屬於銀行帳戶或銀行服務的生存者。惟本第 15.4 分條款不適用於合夥帳戶。

15.5 The Bank's right is reserved notwithstanding the foregoing provisions:-
儘管上述條文，本行保留下列各項權利：-

- (a) to require joint instructions from some or all of the joint account holders or the joint service users before taking any action under the Agreement;

and

於採取任何協議項下的行動前，向所有或多於一位的聯名銀行帳戶持有人或聯名銀行服務使用者尋求共同指示；及

- (ii) if the Bank receives instruction or direction from any one of the joint account holders or the joint service user which are not consistent with other instructions or directions, to advise one or more joint account holders or joint service users of such conflict or inconsistency and/or take no action on any such instruction or direction until the Bank receives further instruction or direction in the form and substance satisfactory to the Bank. 倘若根據本行的意見認為本行接到其中一名聯名銀行帳戶持有人或一名聯名銀行服務使用者的指示或指令與其他指示有衝突及不一致，本行有權通知一個或多個聯名銀行帳戶持有人或聯名銀行服務使用者關於此等衝突及不一致的指示或指令，及/或不執行有關指示或指令直至本行收到認為恰當的進一步指示為止。

- 15.6 In the event of a joint account holder becoming mentally incapacitated, the other joint account holder(s) and/or the committee of the estate of the incapacitated joint account holder appointed by the court (if any) shall inform the Bank by way of a written notice forthwith. 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) are aware of the circumstances and the Bank has been provided with all the required information and documents with regard to the incapacitated account holder for the purpose of reactivation of such joint account as conclusively determined by the Bank. For the avoidance of doubt, instruction or direction 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. The Bank is, in its absolute discretion, entitled (but not obliged) to determine the conditions and limitations subject to which the joint account may be resumed before a legally valid arrangement with respect to the interest of the incapacitated joint account holder is made.

倘一名聯名帳戶持有人成為一位精神上無行為能力的人（下稱「**無行為能力的聯名帳戶持有人**」），其餘聯名帳戶持有人及/或由法庭委任之無行為能力的聯名帳戶持有人之產業受託監管人（如有）須立刻以書面形式通知本行。在本行實際收到通知後，本行可暫停聯名帳戶之運作直至本行滿意所有其餘聯名帳戶持有人知悉有關情況，及本行已獲提供所有其判定為合適之無行為能力的聯名帳戶持有人之資料及文件以恢復運作該聯名帳戶。為免生疑問，在本行實際收到上述通知之前，本行獲發及跟從之指示或指令及/或由本行執行的交易對所有帳戶持有人具有最終約束力。本行有權（但非必要）按其絕對酌情權決定，在無行為能力的聯名帳戶持有人之利益有合法安排前，恢復運作聯名帳戶所受限之條件及限制。

- 15.7 In case of a partnership, the following provisions shall apply:-
倘屬合夥企業，以下的條文將適用：-

- (i) unless otherwise agreed by the Bank, the Client's partnership agreement, if any, is not binding on the Bank and the operation, maintenance or closing of a partnership account with the Bank and uses of the Banking Service by a partnership are entirely regulated and subject to these Terms and

Conditions;

除非本行另行同意，客戶的合夥協議（如有）對本行並無約束力，且客戶於本行開立、維持或關閉合夥帳戶，及合夥企業使用銀行服務均全面地受本條款及細則之監管；

- (ii) all partners, whether general, special or limited, will be jointly and severally responsible for their obligations and liabilities under the Agreement;
所有合夥人（不論是一般、特別或有限責任合夥人）將共同及個別地承擔其於協議項下的責任及/或義務；
- (iii) notwithstanding any change in partnership constitution, the remaining partners will have full power and authority to deal with the Bank Account or the Banking Service in any manner until the Bank have actually received the notice of change; and
除非本行經已實際收到變更通知，即使合夥企業的組成有任何變動，其餘合夥人仍可繼續處理銀行帳戶或銀行服務；及
- (iv) unless otherwise agreed by the Bank, the Client will give the Bank a new mandate and open a new account upon any change of constitution.
除非本行與客戶另有協議，客戶於合夥企業的組成變更時，將向本行提供新的帳戶指令及開立新帳戶。

16. TAX STATUS 稅務身份

- 16.1 Unless otherwise specified by the Client, the Client certifies that the Client is not a US Person, nor a citizen of the US, nor a resident of the US for the US federal income tax purposes and are not subject to the tax of the US. Further, the Client is also not an entity taxable as a corporation, or a partnership created or organized in or under the laws of the US or any state or political subdivision thereof or therein, including the District of Columbia or any other states of the US. The Client hereby consents for the Bank, any of its Affiliate and KGI Group of the Client to share the Client's information and data with domestic and overseas regulators, tax or other competent authorities (if necessary) to establish the Client's tax liability in any jurisdiction, whether under FATCA, CRS or otherwise. The Client consents and agrees that the Bank, its Affiliate and KGI Group may withhold from the Bank Account, such amounts as the domestic or overseas regulators, tax or other competent authorities may from time to time require in accordance with the Applicable Law including, and without limitation, the FATCA. The Client agrees and undertakes to notify the Bank, its Affiliate and KGI Group of any change of the above tax status in writing forthwith.
- 除非客戶另有表示，客戶謹此核證其並非美國公民；亦非美國居民；亦非美國聯邦入息稅務為目的屬於美國居民。再者，客戶亦非一所根據美國或其州份或其政治分支（包括哥倫比亞特區或任何其他美國州份）的法律成立或組成的可課稅法團或合夥企業。客戶謹此同意本行、其任何關係企業及凱基銀行集團於必要時分享客戶的資料及訊息予本地及海外監管、稅務或其他主管當局以確立客戶於任何司法管轄區的稅務責任，不論是根據《海外帳戶稅務合規法案》、共同匯報標準或其他規定。客戶確認及同意本行、其關係企業及凱基銀行集團可應本地及海外監管、稅務或其他主管當局的不時要求，根據適用法律，包括

但不限於，《海外帳戶稅務合規法案》，從客戶的銀行帳戶中預扣款項。客戶謹此承諾即時以書面通知本行、其關係企業及凱基銀行集團上述稅務身份的任何變動。

17. CONFIDENTIALITY AND OUTSOURCING 保密及外判

- 17.1 All information relating to the Bank Account or the Banking Service shall be kept confidential by the Bank but the Bank may provide any such information to the regulators or law enforcement agency to comply with the Applicable Law and their requirements or requests for information (whether personal or otherwise) and to KGI Group or any of the Bank's Affiliate for the purpose of providing the Banking Service to the Client from time to time without any consent from or notification to the Client. 本行應對涉及銀行帳戶或銀行服務的所有資料予以保密，但本行可毋須經客戶同意或通知客戶的情況下，將任何該等資料（不論是個人或其他資料）提供給監管機構或執法機構以遵守適用法律及因應監管機構或執法機構的資料要求，又或可不時提供給凱基銀行集團或本行的關係企業以便其向客戶提供銀行服務。
- 17.2 In relation to the collection, transfer and process of personal data relating to the Client or the Authorized Person, the Bank is subject to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong), which regulates the use of personal data and the Clients agrees to be bound by the provisions of the "Notice to Clients relating to the Collection and Processing of Personal Data" issued by the Bank from time to time. 就關於收集、傳輸及處理本行的客戶或獲授權人士之個人資料而言，本行受限於規管在香港使用個人資料的《個人資料(私隱)條例》(香港法例第 486 章)。而客戶亦同意受本行不時發出的「關於收集和處理個人資料致客戶的通知」之條款約束。
- 17.3 To the fullest extent permitted by the Applicable Law, the Bank is entitled to outsource or delegate any of its functions under the Agreement to KGI Group or the Bank's Affiliate or the Agent whether in Hong Kong or elsewhere for performance of such functions in such manner conclusively determined by the Bank and when the Bank considers fit without further notice to the Client provided always that the Bank remains ultimately liable for such outsourced activities. 在適用法律容許的最大範圍內，本行有權在毋須給予客戶進一步通知的情況下，按本行最終決定方式及於本行認為適當的情況下將協議項下的本行的職能外判或委託予凱基銀行集團或本行不論在香港或其他地方的關係企業或業務代理人，以便其執行上述職能（前提是本行維持有關外判活動之最終責任）。

18. CONFLICT OF INTEREST AND DISCLOSURE 利益衝突及披露

- 18.1 In relation to any transaction contemplated hereunder, the Bank, its Affiliate and/or KGI Group 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**"). In relation to any of such transaction, the Bank shall take reasonable steps in order to ensure fair treatment to the Client subject to the Applicable Law.

本行、其關係企業及/或凱基銀行集團與客戶可能會直接或間接在本條款及細則項下擬議的交易中，有利益、關係、安排或責任上的衝突(下稱「**重大利益**」)。本行會採取一切合理步驟，並根據所有適用法律令以確保客戶於任何該等交易中得到公平的對待。

- 18.2 The Bank, in accordance with the Applicable Law, shall be entitled (but not obliged) 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 Service and any other service notwithstanding the Material Interest and shall not be under a duty to disclose to the Client any profit arising therefrom to the fullest extent permitted by laws.

儘管存在重大利益，客戶同意本行有權（但非必要）在受所有適用法律規管的前提下為客戶就交易或銀行服務提供意見或提議或進行交易，又或以客戶的代理人身份行事或提供其他服務，且於法律容許的最大範圍內，本行毋須向客戶披露由上述交易或銀行服務而產生的利益。

- 18.3 The Bank, in accordance with the Applicable Law, shall not be liable to account to the Client for or (save in respect of fees or commissions charged to the Customer) 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.

根據適用法律，本行除須向客戶通知所收取的有關收費或佣金外，毋須向客戶解釋或披露本行在交易或服務上收取的任何利益、佣金或報酬（不論從客戶身上或因重大利益或其他方面獲得）。

19. **NO CLAIM FOR COMPLIANCE ACTION 不對合規行動索償**

- 19.1 Notwithstanding the provisions contained herein to the contrary, the Bank is, in its absolute discretion, entitled to take or omit to take any action as the Bank shall consider appropriate (the “**Compliance Action**”) for the purpose of complying with the Applicable Law and Compliance Rules as well as the Bank's internal policies and procedures with respect to prevention of money laundering and terrorist financing activities, other crimes and fraudulent activities; or non-provision of financial and other services to any persons or entities under sanction (whether the United Nations sanction or otherwise). The Compliance Action includes, without limitation:

儘管本條款及細則中載有相反規定，本行藉其絕對酌情權，有權採取或不採取任何行動以遵守關於預防洗錢及恐怖份子融資活動或者其他犯罪和欺詐活動，或不向受制裁的任何人士或實體（不論是否受到聯合國制裁或其他）提供金融及其他服務的適用法律、合規規則及本行的內部政策及程序(下稱「**合規行動**」)。
合規行動包括但不限於：

- (i) 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; 拒絕申請或拒絕處理或進行協議項下擬進行的任何命令、指令、指示或交易，或拒絕履行有關協議項下擬進行的任何命令、指令、指示或交易的存款或付款；

- (ii) suspending and/or terminating the Bank Account or putting a hold on the Bank Account's operations in whole or in part;
暫停和/或終止銀行帳戶或者暫停銀行帳戶操作（全部或者部分）；
- (iii) (if the Bank becomes aware that any payment made to, or at the request of, the Client contravenes the Compliance Rules) immediately recouping such payment from the Customer, irrespective of any other agreement with the Client to the contrary;
（如本行得悉向客戶，或應客戶要求作出的任何付款違反合規規則）立即從客戶處收回該等款項，不論是否與客戶簽訂任何其他相反的協議；
- (iv) the interception and investigation of any payment messages and other information or communications sent to or by the Bank via the systems of the Bank or other systems;
截取及調查任何通過本行系統或其他系統的支持信息及其他發予客戶或由客戶發送的信息或通訊；
- (v) refusing to enter or conclude transactions involving certain persons or entities;
拒絕訂立或締結涉及某些人士或實體交易；
- (vi) reporting suspicious transactions to any competent authority;
向任何主管機構匯報可疑交易；
- (vii) taking any other actions necessary for the Bank, its Affiliate or KGI Group to meet any legal, regulatory or compliance obligations; and
採取本行、其關係企業或凱基銀行集團為履行任何法律、監管或合規責任而所需的任何其他行動；及
- (viii) making further enquiries as to whether a name which might refer to a sanctioned party actually refers to that party.
進一步調查可能為受制裁方的名稱是否實際上為該受制裁方。

19.2 For the avoidance of doubt, the Bank will not be liable for any loss or damages (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:

為免生疑問，本行將不會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（不論是直接的、間接的或後繼的）的損失或損害，包括但不限於利潤損失或利息或任何損害：

- (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 instruction or direction or transaction, triggered by the Compliance Action, whether in whole or in part; or
由於任何合規行動而引致本行的延遲或未能處理任何付款信息或其

他信息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指示或指令或交易有關的其他義務（不論全部或部份）；或

- (ii) the exercise of any of the Bank's rights under, or any action taken or omission made by the Bank, pursuant to this clause.
本行行使本條款項下的權利或根據本條款的作為或不作為。

19.3 For the purpose of this clause, "Compliance Rules" means all rules, regulations, sanction regimes, international guidance or procedures of the relevant regulatory or industry body applicable to the Bank at any time and from time to time.

就本條款而言，「合規規則」是指在任何時候及不時適用於本行的有關監管機構或行業組織的所有規則、規例、制裁架構、國際指引或程序。

19.4 The Client expressly waives any loss or damages suffered or sustained by the Client following the Compliance Action taken by the Bank.

客戶特此明確放棄因本行採取的任何合規行動而引致客戶遭受或蒙受的任何損失或損害。

20. CHANGE OF INFORMATION 資料變更

20.1 The Client and the Bank undertake to inform each other of any material change to the information provided in the Agreement. Particularly, the Client and the Bank agree that:-

本行及客戶承諾，倘若根據協議項下所提供之資料有任何重大變動，將通知對方。特別是，客戶及本行同意：-

- (i) the Client shall be notified by the Bank of any material change to the Bank's business which may affect the Banking Service rendered to the Client by the Bank; and

本行將會通知客戶倘本行業務出現任何重大變動，而該等變動可能影響本行向客戶提供之銀行服務；及

- (ii) the Client shall promptly notify (i.e. not later than thirty (30) days from the change) the Bank of any change of name, address, tax status, particulars and information and provide such supporting documents as reasonably required by the Bank to support such changes.

客戶應立即（即：不遲於任何變動後的三十(30)天內）通知本行有關姓名、地址、稅務身份、詳細資料及其他資料之任何變動，並按本行合理之要求提供支持文件以茲證明。

20.2 The Client is required to provide valid mobile phone number and/or other contact numbers for liaison and notification purpose and the Client shall notify the Bank in a timely manner if any of such number is changed. The supporting documents for such change should be provided as soon as reasonably required by the Bank.

客戶應向本行提供有效的手提電話號碼及/或其他聯絡號碼以作聯絡及通知用途。倘其聯絡號碼有變動，應盡快通知本行，並按本行合理之要求盡快提供支持文件以茲證明。

21. CURRENCY EXPOSURE 貨幣風險

- 21.1 The Client agrees and acknowledges that, for any transaction contemplated hereunder in currencies other than Hong Kong Dollars, there may be profits or losses arising as a result of a fluctuation in exchange rates, which shall be entirely on the Bank Account and at the Client's own risk.

對於本條款及細則項下以港幣以外的貨幣進行之擬議交易，客戶同意及確認由於匯率的波動，此等交易有可能導致銀行帳戶的盈虧，客戶須自行承擔全部風險。

22. AMENDMENT 修訂

- 22.1 The Client agrees and accepts that subject to the Applicable Law, the Bank may unilaterally revise, amend, delete, revoke or vary the terms and conditions of these Terms and Conditions upon giving the Client not less than thirty (30) days' prior written notice or by way of displaying the revision, amendment, deletion, revocation or variation in a prominent position of the Bank's office premises or such other manner as the Bank shall in its absolute discretion consider fit. The Client who does not close the Bank Account or terminate the Banking Service prior to the effective date of any changes is deemed to have agreed to such revisions, amendments, deletion, revocation or variation.

客戶同意及接受於適用法律規管的前提下，本行可於任何時候給予客戶不少於三十(30)天的事先書面通知的情況下或通過張貼有關書面通知於本行營業地點的顯眼處或其他本行行使其絕對酌情權認為合適的方式，單方面修改、修訂、刪除、撤回或更改本條款及細則的條文。客戶於任何修改生效前沒有結清銀行帳戶或終止銀行服務將會被視為同意此類單方面修改、修訂、刪除、撤回或更改。

23. FORCE MAJEURE 不可抗力

- 23.1 While the Bank shall use its best endeavour to comply with its obligations in a timely manner the Bank will incur no liability whatsoever for any partial or non-performance of any of its obligations by reason of any cause beyond its reasonable control including but not limited to any communication, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of the Applicable Law and the Bank shall not be held liable for any loss the Client may incur as a result thereof.

本行會竭盡所能地並及時地去履行責任或義務，但倘若本行由於超越本行合理控制範疇的原因，包括但不限於通訊、系統或電腦故障、市場失效、暫停、失效或關閉、或適用法律的實施或改變（包括釋義的更改）而只能部份地或不能履行義務，本行毋須對此承擔責任，亦毋須對客戶因上述原因而遭受的損失或損害負責。

24. NOTICE 通知

- 24.1 The Bank's notice or demand under the Agreement may be served by post, personal delivery, electronic mail or facsimile transmission and 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) and if by personal delivery, electronic mail or facsimile transmission at the time on the day of such personal delivery, electronic mail or facsimile transmission if addressed to the Client or its legal or personal representative(s) at the last known address, electronic mail address or facsimile number according to the Bank's record.

本行就任何根據協議由本行發出的通知或付款要求可以郵遞、專人送遞、電郵或圖文傳真方式送達。如以郵遞方式發出，則於投寄翌日已視為有效地送達（儘管其後該郵件由於未能送達而被退回）；如以專人送遞、電郵或圖文傳真方式發出予客戶、客戶的法律代表或遺產代理人於本行紀錄所載及最後所知的地址、電郵地址或傳真號碼，則在該專人送遞、電郵或圖文傳真派發或發出當日已被視為有效地送達。

- 24.2 A notice by the Client or the Client's legal representative(s) or the Client's estate may be served by post, personal delivery or facsimile transmission at the Bank's registered office or principal place of business but shall not be deemed to have been duly served unless and until actual receipt of such post, personal delivery or facsimile transmission by the Bank.

客戶或客戶的法律代表或遺產代理人發出或提出的通知可採用郵遞、專人送遞或圖文傳真方式將其送達至本行註冊地址或主要營業地址。除非直至本行實際上收到該郵遞、專人送遞或圖文傳真，否則不會被視為有效送達。

25. **DORMANT ACCOUNT 靜止帳戶**

- 25.1 The Client agrees that in the event that any Bank Account which has a balance of less than an amount which the Bank shall from time to time determine and which has been inactive or dormant for a period (which is, currently, eighteen (18) months) as determined by the Bank in its absolute discretion, the Bank shall have a right to designate the Bank Account to be a dormant account, which shall become non-interest-bearing, and charge a monthly fee (of such amount which the Bank may prescribe from time to time) provided that the Bank shall give the Client thirty (30) days' prior notice when such monthly fees will be charged to such dormant account for the first time until either: -

客戶同意當任何銀行帳戶的結餘金額少於本行不時規定的最低餘額，及此銀行帳戶已於本行不時按其絕對酌情權訂明的一段時間內（現時，為十八(18)個月）未曾使用，本行有權行使其絕對酌情權將該銀行帳戶轉為靜止帳戶，該不動帳戶將不獲計算利息，而本行會按月收取（不時由本行訂定的）費用，惟本行須在首次對該靜止帳戶收取月費的三十(30)日前給予客戶通知，直至：-

- (i) the balance reaches an amount which is equal to or less than HK\$0.00, whereupon the Bank shall close the Bank Account by giving the Client reasonable notice in writing at the Client's registered office or the last known address; or
結餘額相等於或少於港幣零元（HK\$0.00）為止；並在客戶的辦事處地址或最後所知地址給予客戶合理的書面通知的情況下，本行有權關閉銀行帳戶；或
- (ii) the amount of balance equals to, or is more than, an amount which the Bank shall from time to time determine.

結餘額相等或高於本行不時規定的金額為止。

- 25.2 For the avoidance of doubt, the Bank Account, which has been or is at any time inactive or dormant, remains operative in accordance with these Terms and Conditions.

為免生疑問，已經或在任何時候處於不活躍或靜止狀態的銀行帳戶仍須按照本條款及細則保持運作。

26. MISCELLANEOUS PROVISIONS 其他規定

- 26.1 The Bank or the Agent, in the course of providing the Banking Service or entering into the transactions hereunder, may need (but not obliged) to record verbal instruction or direction received from the Client or any verbal communications between the Client and the Bank in relation to any of the Bank Account or the Banking Service. The Client agrees that the Bank or the Agent may make audio or video recordings to record the verbal instruction or direction from the Client.

在提供銀行服務或進行交易的過程中，本行或業務代理人可能需要（但非必要）以錄音紀錄客戶的口頭指示或指令或客戶與本行及任何銀行帳戶或銀行服務的任何對話。客戶同意本行或業務代理人使用錄音或錄像以記錄客戶的口頭指示或指令。

- 26.2 The Bank may destroy any documents relating to the Bank Account or the Banking Service after microfilming/scanning the same and destroy any microfilm, scanned records upon expiration of such period as the Bank shall consider fit.

本行有權將已經縮微攝影/掃描的任何與銀行帳戶或銀行服務有關的文件銷毀，並可在本行認為適當的一段時間後銷毀縮微膠卷/掃描紀錄。

- 26.3 In the event of loss of the identity document, seal or chop used for giving instructions to the Bank in respect of the Banking Service, the Client is obliged to notify the Bank in writing immediately. The Bank shall not be responsible for any payment made or transaction executed against the above documents or seal/ chop prior to receipt of such written notice.

倘若發現協議項下向本行發出關於銀行服務指示所需的身份證明文件、法團印章或圖章已經遺失，客戶須立即以書面通知本行。本行對於任何在未收到該通知前憑該等文件或法團印章/圖章支付的款項或進行的交易毋須承擔任何責任。

- 26.4 In the event that the Client consists of more than one person, the representations, the warranties, the undertakings and the indemnities hereunder shall be given jointly and severally.

當客戶多於一個人時，協議項下的陳述、保證、承諾及彌償將被視作共同及個別地作出。

- 26.5 No failure to exercise or enforce and no delay in exercising or enforcing on the Bank's part 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 law or other documents held by the Bank.

本行不行使或執行或遲延行使或執行協議下的任何權利、補救方法、權力或特權不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行有關權利、補救方法、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、補救方法、權力或特權。協議賦予本行的權利、補救方法、權力和特權是累加的，將不會取代法律或本行持有的其他文件所賦予本行的權利、補救方法、權力或特權。

- 26.6 The Agreement shall be binding upon, and enure to the benefit of, the parties to the Agreement and their respective successors and permitted assigns.

協議對當事人及其繼承人及其容許的受讓人均具約束力，有關繼承人及容許的受讓人均享有協議項下的權益。

- 26.7 The Bank may at any time assign all or any of its rights, benefits, powers, obligations or liabilities hereunder and in such event the assignee shall have the same rights, benefits or powers against the Client and same obligations and liabilities towards the Client as it would have had as if the assignee had been a party hereto and the Client expressly waives and forgoes all its rights, if any, to challenge the validity of any such assignment by way of this sub-clause.

本行可以隨時轉讓協議項下的所有或部份權利、權益、權力、義務或責任，而在這種情況下，受讓人應有與本行相同的權利、權益或權力及對客戶承擔與本行同樣的義務或責任，猶如受讓人是協議的當事人一樣。客戶透過本分條款明確放棄及不行使質疑此等轉讓的有效性的權利。

- 26.8 The Client will not assign any of its rights, benefits, powers, obligations or liabilities under the Agreement except with the consent of the Bank.

除非本行同意，客戶不可轉讓任何協議下的權利、權益、權力、義務或責任。

- 26.9 If at any time any provision of the Agreement is prohibited by law 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 hereof 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.

倘若協議的某些條文於任何司法管轄區被禁止或變成不合法、失效、無效或在法律上不能執行，此等條文於其他司法管轄區的合法性、有效性或可執行性及協議的其他條文的合法性、有效性或可執行性將不受影響。

- 26.10 The right of the Bank to vary or revise the interest rate in respect of the Bank Account as displayed in its office premises or its web-site from time to time is reserved.

本行保留不時更改或修訂關於銀行帳戶之利率的權利，有關的更改內容將會在本行的營業地點張貼或網址發布。

- 26.11 While the Bank shall follow reasonable procedures in selecting the Agent, no assurance or guarantee can be given and no warranty or representation is made as to

the Agent's service, or its suitability, content, performance, timeliness, accuracy, reliability, solvency or completeness or otherwise. Further, under no circumstances shall the Bank be liable for any loss and damages, whether direct or indirect, arising out of or in connection with the Agent's default, negligence, forgery or insolvency.

本行將遵循合理程序選擇業務代理人，本行就業務代理人的服務，或其適當性、內容、表現、合時性、準確性、可靠性、償債能力或完整性或其他方面不會作出任何保證或擔保。此外，本行在任何情況下均不會因業務代理人的缺失、疏忽、偽造行為或無償債能力而招致的損失及損害（不論直接或間接）承擔任何責任。

- 26.12 The Client acknowledges, declares and warrants that all information and documents of the Client and the Authorized Person (including, without limitation the status or its status of good standing) provided to and maintained with the Bank are true, complete, accurate, up-to-date and not misleading. If the Client's information and documents provided are altered, amended and/or updated, the Client shall immediately and proactively notify the Bank in writing forthwith together with the corresponding document(s) and proof(s). The Client agrees to provide any further information properly required by any competent authority from time to time.

客戶知悉、聲明及保證，客戶及被獲授權人士所提供並存於本行的所有資料及文件（包括但不限於身分或存續狀態）皆為真實、完整、準確、最新及無誤導之資料及文件。倘客戶之資料及提供的文件有變動、修訂及/或更新時，將主動即時以書面通知本行並向本行提供相關文件及證明。於任何主管當局或監管機構不時作出適當要求時，客戶同意向本行提供進一步資料。

- 26.13 The Client agrees and acknowledges that the Bank shall not provide the Client with cash deposit to, or withdraw from, the Bank Account unless otherwise agreed by the Bank.

客戶同意及確認，本行不會向客戶提供現金存款至銀行帳戶或從銀行帳戶提取現金，除非本行另行同意。

27. PREVAILING VERSION 優先版本

- 27.1 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.

倘若本條款及細則的中英兩種語言版本之間存在差異，客戶和本行均同意以英文版本為準。

28. GOVERNING LAW AND JURISDICTION 適用法律及司法管轄權

- 28.1 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.

協議各方面均受香港法律管轄並按香港法律解釋。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，但本行有權在本行選擇的其他有司法管轄權的法院強制執行協議。

29. THIRD PARTY RIGHTS 第三者權利

- 29.1 Without prejudice to sub-clause 29.3, a person who is not a party to these Terms and Conditions and the Agreement 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 and the Agreement.
於不損害第 29.3 分條款的情況下，當一名人士並非本條款及細則及協議的當事人，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及協議項下任何條文的利益。
- 29.2 Notwithstanding any provision contained herein, the consent of any person who is not a party to these Terms and Conditions and the Agreement is not required to rescind or vary these Terms and Conditions and the Agreement at any time.
儘管本條款及細則的任何條文有任何規定，於任何時候撤銷或修訂本條款及細則及協議毋須取得非本條款及細則及協議的當事人之同意。
- 29.3 Any director, officer, employee, affiliate 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.
所有本行的董事、主管人員、員工，附屬機構或代理可以憑藉《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）。

PART II - SPECIFIC PROVISIONS FOR BANKING SERVICE

第二部份 - 銀行服務特定條文

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

本特定條文須與第一部份之銀行服務一般條文一併閱讀。倘若該等條文與本條文存在差異，則以本第二部份的條文為準。

1. MULTI-CURRENCY SAVINGS ACCOUNT 多種貨幣儲蓄存款帳戶

1.1 The Client may open multi-currency savings account with the Bank, which is denominated in the currencies provided by the Bank.

客戶可於本行開立本行規定的幣別之多種貨幣儲蓄存款帳戶。

1.2 Interest will accrue on the daily ledger balance of the multi-currency savings account at the rate as prescribed by the Bank from time to time. Interest rate will be displayed from time to time in the Bank's office premises or website. Interest accrued will be credited to the multi-currency savings account on one (1)-month or on such other basis as may be determined by the Bank from time to time provided however that interest will only be accrued up to the day before the account is closed. Interest will not be paid if the balance of the multi-currency savings account is lower than the minimum deposits as prescribed by the Bank.

多種貨幣儲蓄存款帳戶的每日帳戶餘額將根據本行不時規定的利率計算利息。利率將不時於本行的營業地點或網站公佈。所累積的利息將以一(1)個月或本行不時決定的其他基準記入多種貨幣儲蓄存款帳戶，惟利息僅會累積至帳戶關閉前一天。倘多種貨幣儲蓄存款帳戶的餘額低於本行規定的最低存款額，則不獲支付利息。

1.3 The Bank will issue a statement of account to the Client on a monthly basis or at such regular intervals as determined by the Bank. No statement will be issued where no entry has been made in the multi-currency savings account.

本行將按月或根據本行決定的定期間隔向客戶發出結單。倘若多種貨幣儲蓄帳戶中無記項，則不會發出結單。

1.4 No passbook will be issued for transaction purpose if the Client opens multi-currency savings account with the Bank.

若客戶在本行開立多種貨幣儲蓄存款帳戶，則不會發出用於交易的存摺。

1.5 The balance on the multi-currency savings account cannot be withdrawn by way of cheque.

多種貨幣儲蓄存款帳戶的餘額不能透過支票提取。

1.6 No withdrawal or deposit of foreign currency in cash will be provided.

本行不會提供以現金提取或存款外幣。

1.7 Any payments made by the Bank to a person producing a withdrawal of transfer form purporting to be duly signed or sealed by the Client shall be deemed to have been

made to the Client personally and the person collecting or receiving the payment shall be regarded as fully authorized by the Client. The Bank shall not be held liable to any losses or damages suffered or sustained by the Client arising out of the payment made to such person.

本行向出示聲稱經客戶正式簽署或蓋章的提款轉帳表格之人士支付的任何款項，應被視為已支付予客戶本人，而收取或接收該筆款項之人士應被視為已獲客戶全面授權。本行對客戶因向該人付款而遭受或蒙受的任何損失或損害毋須承擔負責。

2. CURRENT ACCOUNT (NO CHEQUE) 往來帳戶（不設支票）

- 2.1 The Client may open current account with the Bank denominated in the currencies provided by the Bank.

客戶可於本行開立以本行提供的貨幣計價之往來帳戶。

- 2.2 Credit balance in a current account bears no interest unless otherwise agreed between the Client and the Bank in writing.

除非本行與客戶另有書面協議，否則往來帳戶中的貸方餘額不計息。

- 2.3 The Bank will not issue a cheque book to the Client.

本行不會向客戶發出支票簿。

- 2.4 Unless otherwise instructed by the Client, the Bank will provide the Client with a monthly statement of the Bank Account. No statement will be issued in the month during which no withdrawal or credit entry is made. The Client is required to advise the Bank if he/she/it does not receive a statement for an interval of more than a month. In such circumstances, the Bank will send the Client a copy of the same at his/her/its request.

除非客戶另有指示，本行將向客戶提供銀行帳戶的月結單。在沒有提款或入帳的月份，本行不會發出結單。如果客戶超過一個月沒有收到結單，客戶必須通知銀行。於此情況下，本行將按客戶的要求向其寄送帳單的副本。

3. TIME DEPOSIT 定期存款

- 3.1 The Client may place time deposit with the Bank denominated in the currencies provided by it.

客戶可向本行存入以其提供的貨幣計值之定期存款。

- 3.2 Interest payable on a time deposit will accrue up to but exclusive of the maturity date of the time deposit and is payable on the maturity date. Particulars of the accrued interest and the amount of tax deducted, if applicable, will be advised when a time deposit is withdrawn or renewed.

定期存款應付利息將累計至定期存款到期日，但不包括到期日，並應於到期日支付。在提取或續存定期存款時，客戶會獲告知累計利息及預扣稅項（如適用）的詳細資料。

- 3.3 Upon the Client first placing a time deposit with the Bank, a time deposit account will be opened. A time deposit account may only be placed in such minimum initial

deposit as per the term of the time deposit prescribed by the Bank from time to time.
當客戶首次向本行存入定期存款時，本行將開立一個定期存款帳戶。定期存款帳戶僅可按本行不時規定的定期存款期限存入最低初始存款。

3.4 Upon the Client's request, the Bank may, in its absolute discretion, repay a time deposit to the Client before the maturity date. In such event, the Bank:
於客戶要求時，本行可按其絕對酌情權在存款到期日前償還存款予客戶。在此情況下本行：

- (i) shall not pay any interest on such time deposit;
毋須支付該定期存款的任何利息；
- (ii) is entitled to deduct any sums already paid to the Client by way of interest and to the government by way of taxation, if applicable, from the principal sum before repayment thereof; and
有權在償還本金前，從本金中扣除已以利息方式支付予客戶及以稅收方式支付予政府的任何款項（如適用）；及
- (iii) is entitled to deduct a sum representing handling charges, costs for obtaining deposit amount equivalent to such time deposit for the remaining period or such other sums as reasonably prescribed by the Bank from the total sum to be repaid to the Client.
有權從應償還予客戶的總金額中扣除手續費、獲取相當於剩餘期間定期存款的費用或本行合理規定的其他款項。

3.5 Upon the Client's withdrawal of the time deposit, the Bank is entitled (but not obliged) to require production and surrender to the Bank of the deposit confirmation, deposit receipt or deposit certificate (as the case may be).

當客戶提取定期存款時，本行有權（但無義務）要求客戶出示並向本行交回存款確認書、存款收據或存款證明書（視屬何情況而定）。

3.6 If the maturity date falls on a date which is not a Business Day, the maturity date shall be extended to the immediately succeeding Business Day, save that such extension exceeds the maximum term for time deposit prescribed by the Bank. In such event, the maturity date shall fall on the Business Day immediately preceding the original maturity date.

倘到期日為非營業日，到期日應順延至緊接其後的營業日，除非該順延超過本行規定的定期存款最長期限。於此情況下，到期日應為緊接原到期日之前的營業日。

3.7 The Client shall give unambiguous and clear time deposit maturity instruction and such instruction shall be given at least one (1) Business Day prior to the maturity date. Where automatic renewal instruction is given by the Client to the Bank, the prevailing interest rate applied to the time deposit to be renewed will be the prevailing rate adopted by the Bank at the maturity date.

客戶須發出清楚及明確的定期存款到期指示，且該指示須於到期日前至少一(1)個營業日發出。當客戶向本行發出自動續期指示時，適用於續期定期存款的現行利率將為到期日本行採用的現行利率。

- 3.8 If no time deposit maturity instruction is received by the Bank prior to the maturity date, interest on the maturity date and thereafter will accrue on the principal amount only. The interest will be calculated at the Bank's daily savings account rate(s) as determined by the Bank. The accrued interest will not be paid or credited into the time deposit account unless and until disposal instruction is received.

若本行在到期日前未收到定期存款到期指示，則到期日及其後的利息僅按本金計算。利息將以本行釐定的每日儲蓄帳戶利率計算。除非及直至收到處置指示，否則累計利息將不會支付或存入定期存款帳戶。

- 3.9 Unless otherwise agreed in writing between the Client and the Bank, time deposit placed with the Bank is not assignable.

除非本行與客戶另有書面協議，存入本行之定期存款均為不可轉讓。

4. FOREIGN EXCHANGE 外幣兌換

- 4.1 The following provisions shall apply to the Bank Account and deposits denominated in foreign currencies:

下列條文適用於銀行帳戶及外幣存款：

- (i) The Bank may, in its absolute discretion decline to effect or enter into any foreign exchange transaction without giving any reason therefor. The Bank shall not, in any circumstances, be liable (including liability for negligence) in any way to the Client for any loss, damages, expenses or loss of profit whatsoever suffered and/or incurred by the Client arising out of (directly or indirectly) or in connection with its not effecting or entering into any foreign exchange transaction.

本行可絕對酌情決定拒絕執行或進行任何外幣兌換，而毋須說明原因。無論任何情況下，本行概不就客戶直接或間接由於或關於本行不執行或進行任何外匯交易而蒙受及／或招致的任何損失、損害、開支或利潤損失，而以任何形式向客戶負責（包括疏忽責任）。

- (ii) All foreign exchange transactions which the Bank effect on the Client's instructions shall be effected in accordance with all Applicable Law. All actions taken by the Bank in accordance with Applicable Law and directions shall be binding on the Client. In the absence of wilful misconduct or fraud of the Bank, the Bank shall not be liable to the Client as a result of any action or omission taken by the Bank to comply with Applicable Law .

本行按照客戶指示執行的所有外匯交易，必須遵守所有適用法律。本行根據適用法律及指令採取的一切行動，均對客戶具約束力。在本行沒有蓄意行為不當或欺詐的情況下，本行概不就本行為了遵守適用法律所採取的行動或不作為而向客戶負責。

- (iii) The Client understands and acknowledges that the available types of foreign currency are subject to change from time to time at the Bank's discretion. The Client further understands and acknowledges that certain foreign currency may not be available to the Bank at all times, as such depends on that foreign currency market conditions.

客戶明白及確認，本行不時酌情更改可提供的外幣種類。客戶進一步明白及確認，本行須因應外幣市場狀況，而未能在所有時間均可提供有關外幣。

- (iv) All foreign currency conversions shall be executed at the Bank's prevailing counter exchange rate displayed at the time of the transaction or as otherwise determined at the Bank's sole discretion.

所有外幣兌換均應按交易時顯示的本行當時兌換匯率執行，或由本行自行決定以其他方式確定。

5. RENMINBI BUSINESS 人民幣業務

- 5.1 The Bank may take all necessary measures to comply with laws, rules and regulations of the PBOC, the HKMA, any clearing bank, any clearing agent within China and any other supervisory or competent authorities (collectively, "**Renminbi Competent Authority**"). If required, the Bank may also provide any transaction and account information related to any holder of the Bank Account denominated in Renminbi (the "**Renminbi Account**") to the Renminbi Competent Authority.

本行可以為遵守人民銀行、金管局、任何結算銀行、任何中國結算代理行及任何其他監管或主管當局（統稱「**人民幣主管當局**」）的法律、規則及規例，採取一切所需的措施。如有需要，本行亦可以向人民幣主管當局提供有關任何人民幣帳戶（下稱「**人民幣帳戶**」）持有人的任何交易及帳戶資料。

- 5.2 From time to time, the Bank is entitled to prescribe restrictions that apply only to Renminbi Account or Renminbi services (the "**Renminbi Service**") and to amend and/or revise the terms and conditions applicable to Renminbi Account or Renminbi Service.

本行有權不時規定僅適用於人民幣帳戶或人民幣服務（下稱「**人民幣服務**」）的限制，並可不時修改及/或修訂適用於人民幣帳戶或人民幣服務的條款及細則。

- 5.3 The Client confirms and declares that the Client fully understands and is acquainted with all the laws, rules and regulations applicable to the Renminbi Account and Renminbi Service stipulated by the Renminbi Competent Authority. The Client agrees that all Renminbi Account and Renminbi Service are subject to the applicable laws, rules and regulations promulgated by the Renminbi Competent Authority from time to time.

客戶確認及聲明，客戶完全明白及熟悉所有由人民幣主管當局規定適用於人民幣帳戶或人民幣服務的法律、規則及規例。客戶同意所有人民幣帳戶及人民幣服務均受不時由人民幣主管當局頒布的適用法律、規則及規定之約束。

- 5.4 The Client acknowledges and understands that Renminbi is subject to restriction and still not freely circulated and the Client who conducts Renminbi business (the "**Renminbi Business**") may be subject to the following risks:

客戶知悉及明白，人民幣將受到限制，仍不能自由流通，且辦理人民幣業務（下稱「**人民幣業務**」）的客戶可能面對以下風險：

- (i) in the event that there is change in laws, assets or liabilities denominated

in Renminbi may be required to be paid or discharged by way of other currency as payment tool:

倘法律變更時，以人民幣計價的資產或負債可能須以其他貨幣作為支付或清償的工具：

- (a) whilst the Bank shall ensure to seek practical solutions or means, 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 concluded transactions;

儘管本行將確保尋求切實可行的解決方案或途徑，但由於法律變更會對市場上人民幣的供求或已達成交易的結算產生影響，客戶在實益享有以人民幣計值的資產或承擔以人民幣計值的負債或負有以人民幣計值的付款義務時，可能會被要求以其他貨幣按當時匯率兌換付款或收款；

- (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

建議以人民幣提供銀行融資的客戶考慮到期時償還人民幣的能力，及當客戶無能力以人民幣償還時，客戶須承擔匯兌風險；及

- (c) notwithstanding 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, where the Client to whom the banking facilities is extended in Renminbi, the Client is still subject to the risk that the loan will not be drawn in Renminbi on account of the legal restriction and, thus, the Client is subject to risk of shortage of funding. If it is drawn in other foreign currency, the Client may suffer or sustain exchange loss by reason of exchange rate fluctuation.

儘管客戶與本行所簽訂的消費者貸款協議已訂明特定之貸款金額或限額，但如果客戶以人民幣申請銀行融資，則客戶仍須承受因法律限制而無法以人民幣提取貸款的風險，因此客戶須承受資金短缺的風險。如以其他外幣提取，客戶可能因匯率波動而蒙受匯兌損失。

- (ii) the Client acknowledges and understands that the circulation of Renminbi is subject to restrictions set by local laws in China (“**PRC Law**”), which may change from time to time;

客戶知悉及明白，人民幣進出中國時將受到中國當地法律（下稱「**中國法律**」）限制，且當地的法律可能不時變更；

- (iii) Renminbi remittance remitted to China will be turned away if the same fails to comply with the legal or regulatory requirements. 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;
匯往中國的人民幣匯款如不符合法律或監管規定將被退匯。倘若客戶將人民幣資金匯往中國，而匯款因前述原因未能有效支付予收款人，本行將協助辦理退匯，但所有電報費、郵費及其他費用將由客戶承擔，並將從匯款款項中扣除；
- (iv) where the Client to whom the banking facilities is extended in Renminbi wishes to utilize the banking facilities in China, the Client should obtain the approval of the Renminbi Competent Authority to permit the remittance of the Renminbi funding to China and proceed with registration for complying with foreign debt administration rules in China. Where drawdown amount is not effectively remitted to China for payment or returned on the ground of the Client's failure to comply with the PRC Law, the accrued interest and expenses in connection therewith shall be borne by the Client;
以人民幣提供銀行融資的客戶如擬在中國使用銀行融資，應取得人民幣主管當局的批准，以准許人民幣資金匯入中國，並進行登記以符合中國外債管理規則。倘若提款款項未能有效匯至中國支付或因客戶未能遵守中國法律而被退匯時，客戶須承擔應計利息及相關費用；
- (v) the Client should fully understand that Renminbi is subject to exchange rate fluctuation which will create risk to transaction. The market movement is subject to numerous factors which will result in substantial exchange rate fluctuation. The Client's entry into of Renminbi transaction is subject to transaction risk and evaluation loss as a result of market turbulences or exceptional circumstances. Thus, the Client should assess the Client's own financial condition and risk tolerance prior to entry into of the transaction. The Client is also advised to understand the financial, accounting, tax and legal rules relevant to the transaction and ensure that the Client is willing to undertake the transaction risk and absorb loss;
客戶應充分瞭解人民幣仍會受匯率波動之影響衍生其交易之風險。鑑於影響市場變動因素甚多，導致匯率波動幅度可能極大，客戶從事人民幣相關交易，可能因市況起伏不定或特殊情事發生，導致客戶之交易風險或評價損失。客戶於從事該筆交易前，應考慮本身財務狀況及承受風險之能力，並充分了解該筆交易所涉財務、會計、稅制及相關法律規定及確保客戶願意自行承受因進行交易所可能衍生之交易風險及損失；
- (vi) when opening Renminbi Account, non-Hong Kong resident is required to 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 opening Renminbi Account, the Client should notify the Bank immediately. Thereafter, the Bank shall provide the Client with the service in accordance with the rules for Renminbi Business applicable to Hong Kong resident;

非香港居民辦理人民幣開戶業務時，客戶應確認未持有任何種類之香港身份證始得辦理；如客戶於開立人民幣帳戶後取得任何種類之香港身份證，應立即通知本行，本行將依香港居民相關人民幣業務規定繼續為客戶提供服務；

- (vii) Hong Kong Resident who opens Renminbi account with the Bank is required to acknowledge that he does not hold or open any Renminbi Account as non-Hong Kong resident with other licensed banks in Hong Kong; and

香港居民辦理人民幣開戶業務時，客戶應確認並未同時在香港其他銀行以非香港居民身份開立及持有人民幣帳戶；及

- (viii) the Client is required to acknowledge that the Client fully understands the foregoing provisions and potential risks associated with Renminbi Business before the Client conducts the same and agree that the Client is willing to pay expenses and absorb all losses in relation to the transactions under Renminbi Business.

客戶在辦理本項業務前應確認，已充分了解上述有關人民幣業務之條文及其潛在風險，且同意接受並願意自行承受因進行人民幣業務之相關交易所可能衍生之損失及費用。

6. COLLECTION OF INSTRUMENT 代收票據

- 6.1 For collection or clearing purpose for the Client, the Bank may in its absolute discretion decline or accept an instrument. If the Bank accepts an instrument for collection, the Client will pay the Bank collection charges as determined by the Bank together with incidental expenses and fees. The Bank gives no guarantee as to whether the instrument will be collected or cleared successfully.

本行可行使其絕對酌情權拒絕或接受為客戶代收或交換票據。倘若本行接受為客戶代收票據，客戶須支付本行規定的代收費用及開支。本行不保證該票據是否能夠被成功收回或結清。

- 6.2 Where appropriate, the Bank may, in its absolute discretion, decline to accept an instrument for collection or clearing purpose for the Client in the event that:

在適當情況下，本行可行使其絕對酌情權拒絕接受為客戶代收或交換票據，前提是：

- (i) the name of the payee thereof does not match with the Client's name notwithstanding that it bears an endorsement;
儘管有背書，收款人名稱與客戶的名稱不符；
- (ii) the Bank Account is a joint account, the named payees of that instrument to be collected and/or cleared do not comprise of all the account holders;

or

倘若帳戶為聯名帳戶，要收取及/或清算的票據的指定收款人名稱並非包括所有帳戶持有人；或

- (iii) there is other reasonable cause.
有其他合理原因。

- 6.3 Any clearing instrument deposited after the cut-off time as reasonably prescribed by the Bank will be treated as having received on the third succeeding Business Day. When it is deposited for clearing before the cut-off time, interest (if any) will be credited on the second succeeding Business Day and accrue on the third succeeding Business Day if deposited after the cut-off time. If the clearing instrument is dishonoured, the interest will be reversed accordingly.

任何於本行合理規定的截止時間後才存入的交換票據將被視為於隨後的第三個營業日始行入帳。倘若交換票據於截止時間前存入，利息（如有）將於隨後的第二個營業日記項，倘若截止時間後才存入，則利息於隨後的第三個營業日累算。倘若提出交換的票據不獲兌現，利息將會隨即予以沖銷。

7. OUTWARD AND INWARD REMITTANCE 匯出及匯入的匯款

- 7.1 All outward remittance will be paid and effected in the currency of the country or region where the payment is to be made unless otherwise instructed.
除非另有指示，所有匯出匯款將以付款國家或地區的貨幣支付及執行。

- 7.2 The Client agrees that the Bank may have right to effect an outward remittance via the Agent in any place if the circumstances so require and unless specifically agreed by the Bank, no warranty as to the value day is given. Value day of funds varies with the location, local telecommunication system and the banking practices of the remittance destination.

如情況需要，客戶同意本行有權通過於任何地方的業務代理人解付一筆匯出匯款，及本行對交割日不作任何保證（另有約定者除外）。交割日基於地域、當地電訊系統及匯款目的地的銀行實務而改變。

- 7.3 The Bank may transmit any message in respect of a telegraphic transfer or other electronic transfer in explicit language, code, or cipher and save for fraud or negligence on the part of the Bank, the Bank shall not be held liable to any error, misinterpretation, neglect, or default of any Agent.

本行可能以明示的語言、編碼或密碼發送關於電報傳送的任何訊息而毋須就任何業務代理人的任何失誤、誤解、疏忽或失責負責，因本行的欺詐行為或疏忽除外。

- 7.4 Without prejudice to the generality of the foregoing provisions, the Bank shall not be liable for any loss or damage (whether direct, indirect or consequential) suffered or sustained by the Client or any other person as a result of any (i) delay or error in payment or in giving advice of payment; and (ii) loss of remarks or messages provided by the Client in transit or otherwise save for fraud or negligence on the part of the Bank.

於不損害上述條文一般性的情況下，本行對客戶或任何其他人士因下列任何一

項而蒙受或承受的任何損失或損害（不論是直接、間接或因果）概不負責：(i) 延誤或錯誤付款或延誤或錯誤給予解付通知；及(ii)在傳輸時或其他情況下遺漏任何附言或訊息，因本行的欺詐行為或疏忽除外。

- 7.5 Except with the Bank's written consent, any instruction for remittance shall not be revoked or revised in whole or in part. If so agreed by the Bank, any amendment or cancellation of any outward remittance instruction shall be given by the Client in writing in the form satisfactory to the Bank.
除非得到本行的書面同意，任何匯款指示不得撤銷或修訂（不論全部或部份地）。倘若本行同意修改或取消任何匯出款項，任何該等修改或取消的指示須按本行同意的格式由客戶以書面提供。
- 7.6 Any refund following the cancellation of effected outward remittance shall not be paid to the Client unless and until the Bank has received the fund so remitted from the Agent. Such refund shall be paid to the Client after deduction of the Bank's fees, expenses and costs incurred by the Bank or the Agent.
本行毋須支付任何因取消已執行的匯出匯款而產生的退款，除非直至本行由業務代理人收到匯出的款項；及此等退款將於扣除本行或業務代理人產生的收費、開支及成本後，退回予客戶。
- 7.7 The Client agrees that the Bank and the Agent are entitled to charge such reasonable charges and fees as the Bank or the Agent may determine from time to time. All charges incurred outside Hong Kong are for the account of the beneficiary unless otherwise instructed. In the event of the beneficiary failing to pay any such charges, the Client shall be liable to reimburse on demand to the Bank and the Agent for all such charges and fees.
客戶同意，本行及業務代理人有權向客戶收取由本行或業務代理人不時決定的費用及收費。除非另有指示，所有在香港以外產生的費用均由受益人支付。倘若受益人未能支付任何此等費用，客戶須根據本行及業務代理人的要求，償付此等費用及收費。
- 7.8 When following the Client's outward remittance instruction, the Client agrees that the Bank merely acts as the Client's remittance agent and have no control over the operations thereof and the charges and commissions levied or imposed by the Agent.
客戶同意，當執行客戶的匯出匯款指示時，本行僅作為客戶的匯款代理。本行無法控制業務代理人的操作及其收取或徵取的費用及佣金。
- 7.9 The Bank is obliged to comply with the Applicable Law when providing outward or inward remittance service. The rights of the Bank to prescribe the terms and conditions to regulate the remittance service, whether inward or outward remittance, and to refuse or act on instruction, to comply with the Applicable Law are reserved. The Bank will only provide remittance services or accept instructions to the extent that the Bank is (in the Bank's reasonable opinion) practicable and reasonable to do so, having due regard to the Bank's prevailing business practices and procedures (whether internal or otherwise).
本行於提供匯出或匯入匯款服務時須遵從適用法律。本行保留制定匯款服務條款及細則以規範匯款服務（不論是匯入或匯出）的權利，以及保留拒絕或根據

指示行事以遵守適用法律的權利。本行僅在本行合理認為可行及合理範圍內按其一般業務常規及程序(不論是內部或其他方面的程序)提供服務或接受指示。

- 7.10 In addition, the Bank shall comply with those laws, rules and regulations regulating and supervising the prevention of money laundering and terrorist financing activities (“**ML/TF Activities**”). The Bank shall take any action or implement any measure which the Bank shall in absolute discretion consider appropriate to take to combat ML/TF Activities. Such action or measure may include, without limitation, the interception and investigation of any payment messages and other information or communications transmitted to or by the Client or on the Client’s behalf via the system of the Bank, its Affiliate or KGI Group; and making further enquiries in such manner as the Bank shall consider necessary in the its absolute discretion.

此外，本行須遵從適用法律及規管及監察防止洗錢及恐怖分子資金籌集活動的法律、規則及法規（下稱「**洗錢及資金籌集活動**」）。以此為目的，本行會採取或實施按本行絕對酌情權認為合適的任何行動或措施打擊洗錢及資金籌集活動。此該行動或措施包括但不限於，攔截及調查透過本行的系統、其關係企業的系統或凱基銀行集團的系統向客戶或由客戶或代客戶發出的任何付款訊息及其他訊息或通訊，並按本行行使其絕對酌情權認為合適的方式作進一步查詢。

- 7.11 Remittance messages may consist of the remitter’s personal information (including the address, date of birth and the number of the identification document of the remitter) in order to comply with the Applicable Law to which the Bank may be subject. The beneficiary and the Agent may be permitted to see or access such information. Further, such information may also be made available to other parties or competent authorities, to the fullest extent permitted by the Applicable Law.

匯款訊息可含有匯款人的個人資料（包括匯款人的地址、出生日期、身份證明文件號碼）以符合本行受限於的適用法律。受益人及業務代理人可獲准查閱或存取該等資料。此外，於法律容許的最大範圍內，該等資料可能提供予其他人士或主管當局。

- 7.12 If the Bank were unable to confirm the applicable exchange rate at the time when the Client made the application for remittance, provisional exchange rate will be adopted and the Bank may make adjustment by debiting any deficit from or crediting any gain to the Bank Account after it has reasonably determined the applicable exchange rate. 若本行於客戶提出匯款申請時未能確定適用匯率，本行將採用臨時匯率，並可於本行合理地確定適用匯率後，從銀行帳戶中扣除任何虧損或貸記任何收益以作出調整。

8. **E- CHEQUES DEPOSIT SERVICES 電子支票存入服務**

- 8.1 For the purpose of the e-Cheques Deposit Service, the following words and expressions shall, unless the context otherwise requires, have the following meanings: 除非上下文另有指示，就電子支票存入服務為目的，否則下述文字及詞語將具下列所述的含義：

“**Bills of Exchange Ordinance**” means the Bills of Exchange Ordinance (Cap. 19 of the Laws of Hong Kong), as may be amended from time to time.
「**匯票條例**」

指《匯票條例》(香港法例第 19 章),其可被不時修訂。

“Deposit Channel”
「存入途徑」

means any channel offered by the Bank from time to time for presentment of e-Cheques for deposit.
指本行不時提供的任何電子支票存款途徑。

“e-Cheque”
「電子支票」

means a cheque (including a cashier’s order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, 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-cheques may be issued in Hong Kong Dollars, US Dollars and Renminbi.

指以電子紀錄(按香港法例第 553 章《電子交易條例》定義)形式簽發的支票(包括銀行本票),附有電子支票或電子銀行本票(視屬何情況而定)的正面及背面影像。電子支票可以港幣、美元及人民幣簽發。

“e-Cheque Deposit Service”
「電子支票存入服務」

means the services offered by the Bank to the Client from time to time for depositing e-Cheques.
指由本行不時向客戶提供的電子支票存入服務。

“e-Cheque Drop Box Service”
「電子支票存票服務」

means an electronic drop box provided by the HKICL that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the HKICL before presenting e-Cheques to a Payee Bank Account in accordance with the e-Cheque Drop Box Terms.

指由結算公司所提供接受出示電子支票的電子支票存票服務,但電子支票存票服務使用者必須先跟結算公司登記電子支票存票服務帳戶,方可根據電子支票存票服務條款將電子支票存入受款人帳戶。

“e-Cheque Drop Box Terms”
「電子支票存票服務條款」

means all the terms and conditions prescribed by the HKICL from time to time for governing the e-Cheque Drop Box Service provided by the HKICL and the use of the e-Cheque Drop Box Service.

指由結算公司不時指定的條款及細則,以規管由結算公司所提供的電子支票存票服務的使用。

“Industry Rules and Procedures”
「業界規則及程序」

means the rules and operating procedures governing the handling of e-Cheques developed or adopted by the HKICL and the banking industry from time to time.

指結算公司及銀行業界就規管電子支票的處理而不時訂定/採用的規則及運作程序。

“Payee Bank” 「受款人銀行」	means the bank at which a Payee Bank Account is held. 指受款人帳戶所在的銀行。
“Payee Bank Account” 「受款人帳戶」	means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with the Bank into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee. 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在本行持有的銀行帳戶，而該帳戶可以是受款人的個人名義帳戶或受款人的聯名帳戶。
“Payer Bank” 「付款人銀行」	means the bank which digitally signed an e-Cheque created by its Client. 指為其客戶簽發的電子支票作出數碼簽署的銀行。

8.2 As to e-Cheque Deposit Service,
就電子支票存入服務而言，

- (i) The Bank may provide e-Cheque Deposit Service at its discretion. If the Bank provides e-Cheques Deposit Service to the Client, the Client may deposit e-Cheque. In order to use the e-Cheques Deposit Service, the Client has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the HKICL respectively from time to time. The Client may also be required to sign forms and documents prescribed by the Bank from time to time;
本行可按其酌情權決定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公司分別不時要求或指定的資料及文件，並須接受本行及結算公司分別不時要求或指定的條款及細則。客戶亦可能需要簽署本行不時指定的表格及文件；
- (ii) It 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 HKICL or using the Deposit Channel, in accordance with sub-clause 7.3 below;
其讓客戶及其他人士可按下列第 7.3 分條款使用結算公司提供的電子支票存票服務或使用本行的存入途徑出示電子支票（不論向客戶及/或受款人帳戶的任何其他持有人支付）以存入本行（作為受款人銀行）；
- (iii) The Bank may provide e-Cheques Deposit Service relating to e-Cheque that is issued in any currency specified by the Bank from time to time, including Hong Kong Dollars, US Dollars or Renminbi;
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；

- (iv) The Bank has the right to set or vary from time to time the conditions for using the Cheques Deposit Service. These conditions may include the following or any of them:
本行有權不時設定或更改使用電子支票存入服務的條件。該等條件可包括下列各項（或任何一項）：
- (a) the service hours of the e-Cheques Deposit Service (including cut-off times for presenting e-Cheque); and
電子支票存入服務的服務時間（包括出示電子支票的截止時間）；及
- (b) any fees and charges payable by the Client for the e-Cheque Deposit Service.
客戶須就電子支票存入服務支付的任何費用。

8.3 The operation of e-Cheque Deposit Service is as follows:
電子支票存入服務的運作如下：

- (i) 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 HKICL or using the Deposit Channel.
電子支票存入服務可容許透過使用結算公司提供的電子支票存票服務或存入途徑，出示電子支票以存入本行（作為受款人銀行）。
- (ii) The operation of the e-Cheque Drop Box Service is listed out below:
電子支票存票服務的運作如下：
- (a) The e-Cheque Drop Box Service is provided by the HKICL. The Client is bound by the e-Cheque Drop Box Terms in relation to his use of the e-Cheque Drop Box Service. The Client is solely responsible for performing his obligations under the e-Cheque Drop Box Terms.
電子支票存票服務由結算公司提供。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。客戶須自行負責履行電子支票存票服務條款下的責任。
- (b) In order to use the e-Cheque Drop Box Service, the Client is required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheque. The Client is, by virtue of the e-Cheque Drop Box Terms, allowed to register an e-Cheque Drop Box Account with a Payee Bank Account that is his same-name account or an account other than his same-name account. The Client is responsible for the presentment of all e-Cheques by him or any other person using his e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than his same-name account).

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帳戶連同一個或多個受款人帳戶，以供出示電子支票。根據電子支票存票服務條款，其容許客戶以客戶同名帳戶或客戶同名帳戶以外的其他帳戶作為受款人帳戶登記電子支票存票服務帳戶。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帳戶出示的所有電子支票負責（包括任何向客戶同名帳戶以外的受款人帳戶出示的電子支票）。

- (c) 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 is not obliged to) provide reasonable assistance to the Client. In particular, the Bank does 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 is not obliged) 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 e-Cheque Drop Box Service.

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（但沒有義務）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（但沒有義務）提供使用電子支票存票服務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本行同意提供有關該電子支票的資料。

- (d) 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 HKICL. Unless otherwise provided 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.

本行對結算公司是否提供電子支票存票服務及所提供服務的素質、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，本行無須負責。

- (iii) With regard to the Bank's Deposit Channels, the Bank may specify or vary from time to time:

就本行的存入途徑而言，本行可不時指定或更改：

- (a) the available Deposit Channels without notice; and
可用的存入途徑而無須通知；及
- (b) the terms governing the use of any of the Deposit Channel.
任何存入途徑的條款。

8.4 The Client acknowledges, confirms and agrees the followings:
客戶確承認、確認及同意以下條文：

- (i) The Client understands that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to the Customer. 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 despite that the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques;
客戶須明白本行及其他銀行須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，本行有權按業界規則及程序，向付款人銀行出示任何向客戶簽發的電子支票，以收取電子支票的款項；
- (ii) Without prejudice to the provisions contained herein and all other applicable terms and conditions prescribed by the Bank:
在不損害本協議的任何條文及本行指定的其他相關適用條款及細則的情況下：
 - (a) 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-Cheques 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 Channels provided by the Bank to the Client, except for any loss, damage or expense incurred or suffered which is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank or the Bank's officers, employees or agents;
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通過本行向客戶提供的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本行人員、僱員或代理的疏忽或故意失責導致；
 - (b) 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 the following or any of them:

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：

- (1) use of the e-Cheque Drop Box Service by the Client or any other person, or the e-Cheque Drop Box Terms;
客戶或任何其他人士使用電子支票存票服務，或與電子支票存票服務條款相關的事宜；
 - (2) the Client's failure to comply with the Client's obligations relating to the e-Cheque Deposit Service;
客戶未遵守有關電子支票存入服務的責任；
 - (3) 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; and
按業界規則及程序出示向客戶簽發的電子支票，而無須顧及匯票條例的條文；及
 - (4) any failure or delay in providing the e-Cheques 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;
任何由於或歸因於本行可合理控制情況以外的原因導致未能提供或延遲提供電子支票存入服務，或導致電子支票存入服務的任何錯誤或中斷；
- (c) in no event will the Bank be liable to the Client or any other person for any loss or profit or any special, indirect, consequential or punitive loss or damages.
在任何情況下，就任何收益的損失或利潤或任何特別、間接、相應而生或懲罰性損失或損害賠償，本行均無須向客戶或任何其他人士負責。
- (iii) The Client shall provide confirmation and indemnity to the Bank as follows:
客戶應提供以下確認及彌償予本行：
- (a) The Client accepts the restriction of liabilities and disclaimers imposed by the Bank and the HKICL in relation to the e-Cheque Deposit Service and the relevant services provided by the HKICL respectively. The Client accepts and agrees to bear the risks and the liabilities for depositing e-Cheque.

客戶須接受本行及結算公司分別就電子支票存入服務及結算公司提供的相關服務施加的責任限制及免責條款。客戶須接受及同意，承擔存入電子支票的風險及責任。

- (b) Without prejudice to the effect of any indemnity given by the Client under provisions contained herein and all other applicable terms and conditions or any other rights or remedies that the Bank may have, the Client will indemnify the Bank and the Bank's officers, employees and the Agent and hold each of them harmless against all liabilities, claims, demands, losses, damage, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by 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-Cheques Deposit Service.
在不影響客戶在本協議的任何條文及其他相關條款所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，本行及本行人員、僱員及業務代理人（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），以及本行及本行人員、僱員及業務代理人（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本行人員、僱員及業務代理人（或任何一人）免受損失。
- (c) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damage, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or the Agent.
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本行人員、僱員或業務代理人的疏忽或故意失責導致，上述彌償即不適用。
- (d) The above indemnity shall remain in full force and effect after the termination of the e-Cheque Deposit Service.
上述彌償在電子支票存入服務終止後仍持續全面有效。

PART III - SPECIFIC PROVISIONS FOR FASTER PAYMENT SYSTEM

第三部份 - 有關快速支付系統的銀行服務特定條文

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

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

1. DEFINITIONS AND INTERPRETATIONS 定義及釋義

- 1.1 For the purpose of Faster Payment System, the following words and expressions shall, unless the context otherwise requires, have the following meanings:
就快速支付系統的銀行服務為目的，除非上下文另有規定，否則下列的文字及詞語將具有以下所述的含義：

“Addressing Service”
「帳戶綁定服務」

means the service provided by HKICL as part of HKICL FPS to facilitate client of the Participant to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS.

指由結算公司提供作為結算公司快速支付系統一部份的服務，讓參與者的客戶使用預設的識別代號（而非帳戶號碼）識別一項付款或資金轉帳指示的接收地，或其他有關結算公司快速支付系統的通訊的接收地。

“Default Account”
「預設帳戶」

means the account maintained by the Client with the Bank or any other Participant and set as the default account for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, guidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS.

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

“eDDA”
「電子直接付款授權」

means a direct debit authorization set up by electronic means using HKICL FPS.

指使用結算公司快速支付系統以電子方式設置的直接付款授權。

“eDDA Service”
「電子直接付款授權服

means a service provided by HKICL as part of HKICL FPS to facilitate client of the Participant to set up direct

務」	debit authorisation. 指由結算公司提供作為結算公司快速支付系統一部分的服務，讓參與者的客戶設置直接付款授權。
“FPS Identifier” 「快速支付系統識別碼」	means a unique random number generated by HKICL FPS to be associated with the account of a client of a Participant. 指由結算公司快速支付系統產生的並與參與者的客戶帳戶關聯的獨有隨機號碼。
“FPS Service” 「快速支付系統服務」	means the services provided by the Bank to Client from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. 指本行向客戶不時提供的服務，讓客戶使用結算公司快速支付系統及結算公司就快速支付系統不時提供的帳戶綁定服務、電子直接付款授權服務及任何其他服務及設施，進行付款及資金轉帳。
“HKICL FPS” or “Faster Payment System” 「結算公司快速支付系統」或「快速支付系統」	means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service and the Addressing Service. 指由結算公司不時提供、管理及運作的快速支付系統及其相關設施及服務，用作(i)處理直接付款及存款、資金轉帳及其他付款交易；及(ii)就電子直接付款授權服務及帳戶綁定服務交換及處理指示。
“Participant” 「參與者」	means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time. 指結算公司快速支付系統的參與者，該參與者可為銀行或其他金融機構、零售支付系統營運者、儲值支付工具持牌人或任何其他結算公司不時接納為結算公司快速支付系統參與者的人士。
“Proxy ID” 「識別代號」	means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a client of a Participant, including the mobile phone number or email address of the client, or the FPS Identifier.

指結算公司接納用作帳戶綁定服務登記的識別資料，以識別參與者的客戶帳戶，包括客戶的行動電話號碼或電郵地址，或快速支付系統識別碼。

“Regulatory Requirement”
「監管規定」

means any law, regulation, court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, the Bank or any other Participant or the respective affiliates or group companies, or the Client is subject or are expected to comply with from time to time.

指結算公司、本行、任何其他參與者、彼等各自的附屬機構或集團公司或客戶不時受規限或被期望遵守的任何法律、規例或法庭判令，或由任何監管機構、政府機關（包括稅務機關）、結算或交收銀行、交易所、業界或自律監管團體（不論於香港境內或境外）發出的任何規則、指示、指引、守則、通知或限制（不論是否具有法律效力）。

2. SCOPE OF SERVICE 服務範圍

- 2.1 The Bank as the Participant may provide the FPS Service to the Client to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The FPS Service is therefore subject to the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time. The provisions under this Part III shall regulate the FPS Service provided by the Bank to the Client. The FPS Service forms part of the Banking Service. The provisions hereunder and all other applicable terms and conditions continue to apply to the FPS Service to the extent that they are relevant and not inconsistent with the provisions in this Part III.

本行作為參與者可向客戶提供快速支付系統服務，以便客戶使用快速支付系統進行付款及資金轉帳。快速支付系統由結算公司提供並營運。因此，快速支付系統服務須遵守結算公司就快速支付系統不時制定的規則、指引及程序。本第三部分的條文將規範本行提供給客戶的快速支付系統服務。快速支付系統服務是本行服務的一部分。本協議項下的規定及所有其他適用條款及細則在與本第三部分的規定相關且不相抵觸的範圍內繼續適用於快速支付系統服務。

- 2.2 If the Client requests the Bank to register any Proxy ID for the Client in the HKICL FPS or to set up any eDDA for the Client using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL FPS, the Client will be regarded as having, and is deemed to have, accepted and will be bound by the provisions of this Part III. The Client should not request the Bank to register any Proxy ID or set up any eDDA for the Client and should not initiate any payment or funds transfer using the HKICL FPS unless the Client accepts the provisions of this Part III.

若客戶要求本行在結算公司快速支付系統中為客戶註冊任何識別代號或使用

結算公司快速支付系統為客戶設立任何電子直接付款授權服務，或透過使用結算公司快速支付系統發起任何付款或資金轉帳，則客戶將應被視為已接受本第三部分的規定並受其約束。客戶不應要求本行為客戶註冊任何識別代號或設立任何電子直接付款授權服務，也不應使用結算公司快速支付系統發起任何付款或資金轉帳，除非客戶接受本第三部分之規定。

- 2.3 The Bank provides the FPS Service to the Client to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. The Bank has the right to set or vary from time to time the scope of the FPS Service and the conditions and procedures for using the FPS Service. For the purpose of using the FPS Service, the Client is required to accept and follow the conditions and procedures prescribed by the Bank.

本行向客戶提供快速支付系統服務，以方便客戶使用快速支付系統及帳戶綁定服務、電子直接付款授權服務及結算公司不時提供的與快速支付系統相關的任何其他服務及設施進行付款及資金轉帳。本行有權隨時設定或變更快速支付系統服務的範圍及使用快速支付系統服務的條件及程序。為使用快速支付系統服務，客戶須接受並遵守本行訂明的條件及程序。

- 2.4 The Bank may provide the FPS Service to facilitate payment and funds transfer in any currency specified by the Bank from time to time, including Hong Kong Dollars and Renminbi.

本行可提供快速支付系統服務，以便以本行不時指定的任何貨幣（包括港幣及人民幣）進行付款及資金轉帳。

- 2.5 In order to enable the Bank to handle an instruction for the Client in relation to payment or funds transfer using HKICL FPS, the Client has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time.

為使本行能夠處理客戶使用結算公司快速支付系統付款或資金轉帳的指示，客戶須提供或輸入必要的信息，並透過本行不時訂明的方法或方式完成程序。

- 2.6 All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participant and HKICL from time to time.

所有使用結算公司快速支付系統進行的付款或資金轉帳交易將根據銀行間清算及結算安排進行處理、清算及結算，包括但不限於參與者及結算公司不時同意的與快速支付系統有關的安排。

- 2.7 The Bank reserves the right to suspend or terminate the FPS Service in whole or in part at any time without giving notice or reason.

本行保留權利隨時暫停或終止全部或部分快速支付系統服務而無須給予通知或告知理由。

3. ADDRESSING SERVICE 帳戶綁定服務

- 3.1 For using the Addressing Service to receive payment or funds transfer using HKICL

FPS, the Client is required to register the Client's Proxy ID in the HKICL FPS. The Bank has discretion as to whether to offer the FPS Identifier as Proxy ID to the Client. 客戶須於結算公司快速支付系統登記客戶的識別代號，方可經結算公司快速支付系統使用帳戶綁定服務收取付款或資金轉帳。本行有酌情權是否向客戶提供快速支付系統識別碼作為識別代號。

- 3.2 Registration and amendment of Proxy ID and related records in the HKICL FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. For the purpose of registering or amending Proxy ID or any related records for the Client, the Client has to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by the Bank from time to time.

於結算公司快速支付系統登記及更改識別代號及相關紀錄，必須按照結算公司不時施加的適用規則、指引及程序。客戶須以本行不時指定的形式或方法提供或輸入所需資料並完成登記程序，方可讓本行代客戶登記或更改識別代號或任何相關紀錄。

- 3.3 At any time where the same Proxy ID is registered by the Client for more than one account (whether maintained with the Bank or with any other Participant), the Client must set one account as the Default Account. By instructing the Bank to set or change the Default Account for the Client, the Client consents and authorises the Bank to submit the request on the Client's behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.

倘客戶在任何時間為多個帳戶（不論該等帳戶於本行或於其他參與者維持）登記相同的識別代號，客戶必須將其中一個帳戶設置為預設帳戶。當客戶指示本行代客戶設置或更改預設帳戶，客戶即同意並授權本行代客戶向結算公司快速支付系統發出要求取消當時於結算公司快速支付系統已登記的預設帳戶。

4. eDDA SERVICE 電子直接付款授權服務

- 4.1 In order to enable the Bank to handle a request for the Client in relation to eDDA setup, the Client has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or client identification numbers or codes. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA.

客戶須以本行不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓本行代客戶處理設置電子直接付款授權的要求。指定程序可包括要求有關人士使用其各自的帳戶號碼或客戶識別號碼或代碼設置電子直接付款授權。為免生疑問，識別代號並非為設置電子直接付款授權而設，設置電子直接付款授權後，識別代號及相關紀錄如有任何更改，或終止識別代號，皆不會影響已設置的電子直接付款授權。

5. CLIENT'S OBLIGATIONS AND RESPONSIBILITIES 客戶的義務及責任

- 5.1 The Client shall only register the Client's own Proxy ID for the Client's own accounts

or set up eDDA for the Client's own accounts. The Client shall be the present genuine owner or authorised user of each Proxy ID and each account provided to the Bank for registration in the Addressing Service and the eDDA Service. By instructing the Bank to register any Proxy ID or any account for the Client in relation to the Faster Payment System, the Client confirms that the Client is the present genuine owner or authorised user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled in Hong Kong.

客戶應僅為客戶的帳戶登記客戶自身的識別代號，亦只可為客戶自身的帳戶設置電子直接付款授權。客戶必須是每項識別代號及每個提供予本行登記使用帳戶綁定服務及電子直接付款授權服務的帳戶現時真正的持有人或授權使用人。當客戶指示本行代客戶登記任何有關快速支付系統的識別代號或帳戶，即確認客戶為相關識別代號或帳戶之現時真正的持有人或授權使用人。這對於行動電話號碼至為重要，因於香港的行動電話號碼可被循環再用。

- 5.2 In relation to the Addressing Service, any Proxy ID to be registered therefor by the Client must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require the mobile phone number or email address to be registered as Proxy ID to be the same number or address registered by the Client as contact information on the Bank's records at the relevant time. The Client understands and agrees that the Bank, other Participants and HKICL have the right and discretion without giving notice to deregister any Proxy ID that is not correct or up-to-date in accordance with available information without reference to, and consent of, the Client.

任何客戶用作登記帳戶綁定服務的識別代號必須符合結算公司不時施加的適用要求。例如，結算公司可要求登記作識別代號的流動電話號碼或電郵地址必須與客戶於相關時間在本行紀錄上登記的聯絡資料相同。客戶明白並同意，本行、其他參與者及結算公司有權及可酌情無需通知及客戶同意，取消任何根據可用資料屬不正確或非最新的識別代號的登記。

- 5.3 The Client is obliged to ensure that all the information provided by the Client for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is true, correct, complete, up-to-date and not misleading. The Client shall notify the Bank as soon as reasonably practicable of any changes or updates to such information by such means or in such manner as prescribed by the Bank from time to time.

客戶須確保所有客戶就登記或更改識別代號（或任何相關紀錄）或就設置電子直接付款授權提供的資料均為真實、正確、完整、最新的且並無誤導。客戶須於合理切實可行情況下儘快以本行指定的形式或方法通知本行任何對資料的更改或更新。

- 5.4 The Client is fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. The Client is solely liable for, and will hold the Bank harmless from, any incorrect payment or transfer effected by the Bank and HKICL FPS due to incorrect or outdated Proxy ID or related records.

在發出每項付款或資金轉帳指示時，客戶須對使用正確及最新的識別代號及相關紀錄負全部責任。客戶須就不正確或過時的識別代號或相關紀錄導致本行及結算公司快速支付系統作出任何不正確的付款或轉帳負全責並確保本行不致

有損失。

- 5.5 The Client is fully responsible for giving instructions and information changes or updates to the Bank on a timely manner for amending the Client's Proxy ID (or related records) or any eDDA setup, including without limitation changing the Client's Default Account, or terminating any Proxy ID or eDDA. The Client acknowledges that keeping the Client's Proxy ID, eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.

客戶有完全責任向本行適時發出指示及提供資料變動或更新，以更改客戶的識別代號（或相關紀錄）或任何電子直接付款授權設置，包括但不限於更改客戶的預設帳戶，或終止任何識別代號或電子直接付款授權。客戶知悉，為確保有效地執行付款及資金轉帳指示及避免因不正確或過時的識別代號、電子直接付款授權或相關紀錄而導致不正確的付款或轉帳，備存客戶最新的識別代號、電子直接付款授權及所有相關紀錄至為重要。

- 5.6 If an account is terminated as the Default Account by the Client or by the relevant Participant for any reason (including suspension or termination thereof), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the same Proxy ID to be the Default Account. If the Client intends to set another account as the Default Account, the Client is obliged to change the registration through the Participant where the Client maintains that other account.

倘客戶或相關參與者因任何原因終止作為預設帳戶的帳戶（包括該帳戶被暫停或終止），結算公司的系統會自動按帳戶綁定服務下與相同識別代號相聯的最新登記紀錄指派預設帳戶。客戶如欲設置另一帳戶作為預設帳戶，客戶須透過維持該帳戶的參與者更改登記。

- 5.7 The Client must use the FPS Services in a responsible manner. In particular, the Client has to comply with the following obligations:

客戶必須以負責任的方式使用快速支付系統服務，尤其需要遵守下列責任：

- (a) The Client must comply with all Regulatory Requirements that govern the Client's use of the FPS Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. The Client must not use the FPS Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL;

客戶必須遵守所有規管客戶使用快速支付系統服務的監管規定，包括就蒐集、使用及處理任何其他人士的個人資料及其他資料方面遵守保障資料私隱的監管規定。客戶不得使用快速支付系統服務作任何不合法用途或非由結算公司的規則、指引及程序授權或預期的用途；

- (b) In sending remarks or messages to be displayed to recipients or counterparties of the Client's payment or funds transfer instructions or eDDA setup using HKICL FPS, the Client should mask the name or other data of such recipients

or counterparties to prevent unauthorised display or disclosure of any personal data or confidential data;

凡向使用結算公司快速支付系統收取客戶付款或資金轉帳的收款人或電子直接付款授權的交易對方發出會被顯示的備註或訊息，客戶須遮蓋該等收款人或交易對方的名字或其他資料，以防止任何個人資料或機密資料被未經授權展示或披露；

- (c) If the Bank offers the FPS Identifier as Proxy ID to the Client, the Client should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that the Client desires.

倘本行向客戶提供快速支付系統識別碼作為識別代號，客戶不應為了獲取心儀號碼或數值作快速支付系統識別碼而重複取消登記及重發申請。

- 5.8 Any instruction given by the Client in relation to the FPS Services will be handled by the Bank in accordance with this Part and the applicable provisions in the contained herein and all other applicable terms and conditions. The Client has to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.

本行將按本部份及本協議的任何條文及其他相關條款下的適用條款處理客戶就快速支付系統服務的任何指示。客戶須遵守其他有關付款、資金轉帳及直接付款授權的責任，包括但不限於在相關帳戶存有足夠資金用作不時結清付款及資金轉帳指示。

- 5.9 Where the Client authorises any other person to give instructions or requests to the Bank in connection with the use of the FPS Services (whether the Client is an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):

當客戶授權其他人士向本行發出有關使用快速支付系統服務的指示或要求（不論客戶為個人、公司、法團、獨資經營或合夥公司或任何其他非法團性質的組織）：

- (i) the Client is responsible for all the acts and omissions of each person authorised by the Client;
客戶須為每名獲客戶授權的人士的所有作為及不作為負責；
- (ii) any instruction or request received by the Bank and believed by the Bank in good faith to be given purportedly by the Client or any person authorised by the Client, will be irrevocable and binding on the Client; and
任何本行收到並真誠相信乃由客戶或任何獲客戶授權的人士發出的指示或要求，均屬不可撤銷並對客戶具有約束力；及

- 5.10 The Client is also responsible for ensuring that each person authorised by the Client will comply with the provisions of this Part III that are applicable to him/her when acting on the Client's behalf.

客戶有責任確保每名獲客戶授權的人士均會遵守本第三部份就其代客戶行事

適用的條款。

6. BANK'S OBLIGATIONS AND LIABILITY EXCLUSION 本行的責任及責任限制

6.1 The Bank will process and submit the Client's instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute the Client's instructions and requests in such sequence or manner as HKICL considers appropriate. The Bank has no control over the operation of HKICL FPS, nor the timing on which the Client's instructions or requests are executed by HKICL FPS. Where the Bank receives status update notifications involving any of the Client's Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, the Bank will notify the Client accordingly by such means and at such time as the Bank considers appropriate.
本行會按結算公司不時施加的適用規則、指引及程序，處理及向結算公司快速支付系統提交客戶的指示及要求。結算公司快速支付系統有權按其認為適當的次序或方法處理及執行客戶的指示及要求。本行無法控制結算公司快速支付系統的運作或其執行客戶的指示或要求的時間。當本行從結算公司快速支付系統或透過結算公司快速支付系統不時收到涉及客戶任何的識別代號（或相關紀錄）或電子直接付款授權設置或其他有關快速支付系統事項的狀況更新通知，本行會以其認為適當的方式及時間通知客戶。

6.2 Without prejudice to sub-clause 6.1 above or the provisions contained herein and all other applicable terms and conditions:

在不影響上文第 6.1 分條款或本協議的任何條文及所有其他適用的條款及細則下：

(a) 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 FPS Service or the processing or execution of instructions or requests given by the Client in relation to the FPS Service or HKICL FPS, except for any loss, damage or expense incurred or suffered by the Client which is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or the Agent;

本行毋須負責客戶或任何其他人士有關或因使用快速支付系統服務，或有關或因處理或執行客戶就有關快速支付系統服務或結算公司快速支付系統的指示及要求，而可能引致或蒙受的任何種類的損失、損害或開支，除非任何上述損失、損害或開支屬直接及可合理預見並直接且完全由於本行或本行人員、僱員或業務代理人的疏忽或故意失責引致；

(b) For the avoidance of doubt, 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 one or more of the following:

為免生疑問，本行毋須負責客戶或任何其他人士因或有關下列一項或多項事宜，而可能引致或蒙受的任何種類的損失、損害或開支：

- (i) the Client's failure to comply with the Client's obligations relating to the FPS Service;
客戶未遵守有關快速支付系統服務的责任；
- (ii) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS, or arising from any circumstances beyond the Bank's reasonable control; and
結算公司快速支付系統產生或引致的，或本行可合理控制以外的情況引致的延誤、無法使用、中斷、錯誤或故障；及
- (iii) in no event, will the Bank, its Affiliates, KGI Group and the Bank's and their respective officers, employees and agents be liable to the Client or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
在任何情況下，就任何收益損失或任何特別、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），本行、其關係企業、凱基銀行集團及上述彼等各自的人員、僱員或代理均毋須向客戶或任何其他人士負責。

7. BINDING ON CLIENT 對客戶的約束

- 7.1 For any payment or funds transfer, once the Client confirms the details of a transaction and submit instruction to the Bank, such instruction and any resulting transaction is final, irrevocable and binding on the Client.
任何付款或資金轉帳，一旦客戶確認交易細節並向本行提交指示，該指示及任何由此產生的交易均為終局性、不可撤銷及對客戶具有約束力。
- 7.2 For any Proxy ID registration or eDDA setup, once the Client submits an instruction to the Bank, such instruction is irrevocable and binding on the Client. The Client may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by the Bank from time to time.
就任何識別代號登記或電子直接付款授權設定而言，一旦客戶向本行提交指示，該指示不可撤銷並對客戶具有約束力。客戶可依本行不時規定的程序及要求修改或取消任何識別代號或電子直接付款授權設定。

8. CLIENT'S CONFIRMATION AND INDEMNITY 客戶的確認及彌償

- 8.1. Without prejudice to any indemnity given by the Client under the provisions contained herein and all other applicable terms and conditions or any other rights or remedies that the Bank may have, the Client will indemnify the Bank, its Affiliate, officers, employees, KGI Group and the Agent and hold each of them harmless against all liabilities, claims, demands, losses, damage, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank, its Affiliate, officers, employees, KGI Group and the Agent or any of them as a result of, or in connection with, the Bank's provision of the FPS Service or the Client's use

of the FPS Service.

在不損害客戶在本協議的任何條文及其他相關條款下提供的任何彌償或本行享有的任何其他權利或彌償的影響下，本行、本行的關係企業及人員、僱員、凱基銀行集團及業務代理人（或任何一人）有關或因本行提供快速支付系統服務或客戶使用快速支付系統服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害賠償、成本、費用及開支（包括以全面彌償基準引致的法律費用及其他合理開支），以及本行、本行的關係企業及人員、僱員、凱基銀行集團及業務代理人（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本行人員、僱員及代理免受損失。

- 8.2. The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damage, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the negligence or wilful default on the part of the Bank or that of the Bank's officers, employees or the Agent. The above indemnity shall survive the termination of the FPS Service and remains binding on the Client in full force and effect.

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且直接及完全因本行或本行人員、僱員或業務代理人的疏忽或故意失責引致，上述彌償即不適用。上述補償在快速支付系統服務終止後繼續有效。

9. CLIENT'S INFORMATION 客戶資料

- 9.1 For the purposes of using the FPS Service, the Client may be required to provide the Bank with the personal data and other information relating to one or more of the following persons from time to time:

以使用快速支付系統服務為目的，客戶可能需要不時向本行提供有關下列一名或多名人士的個人資料及其他資料：

- (i) the Client;
客戶；
- (ii) the recipient of any payment or funds transfer to be made by the Client, or the counterparty of any eDDA to be set up by the Client; and
客戶付款或資金轉帳的收款人，或客戶設置電子直接付款授權的交易對方；及
- (iii) where the Client is a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of the Client's directors, officers, employees, authorised persons and representatives, and
如客戶為公司、法團、獨資經營或合夥公司或任何其他非法團性質的組織，客戶的任何董事、人員、僱員、獲授權人士及代表，及

all personal data and information provided to the Bank or compiled by the Bank from time to time in connection with the FPS Services are collectively referred to as “Client Information”.

本行不時就有關快速支付系統服務獲提供或由本行編制的所有個人資料及資

訊統稱為「客戶資料」。

- 9.2 The Client acknowledges and agrees (and, where applicable, for and on behalf of each of the Client's directors, officers, employees, authorised persons and representatives) that the Bank may collect, use, process, retain or transfer any of the Client Information for the purposes of the FPS Service. These purposes include, without limitation, one or more of the followings:

客戶知悉及同意（及如適用，客戶代表客戶的每名董事、人員、僱員、獲授權人士及代表同意）本行可為快速支付系統服務的用途蒐集、使用、處理、保留或轉移任何客戶資料。此等用途包括但不限於下列一項或多項：

- (i) providing the FPS Service to the Client, maintaining and operating the FPS Service;
向客戶提供快速支付系統服務，維持及運作快速支付系統服務；
- (ii) processing and executing the Client's instructions and requests in relation to the FPS Service from time to time;
處理及執行客戶不時有關快速支付系統服務的指示及要求；
- (iii) disclosing or transferring the Client Information to HKICL and other Participant for their use for the purpose of the operation of HKICL FPS;
披露或轉移客戶資料予結算公司及其他參與者，供彼等就結算公司快速支付系統的運作使用；
- (iv) meeting the requirements to make disclosure under any Regulatory Requirements; and
按需遵守的監管規定而作出披露；及
- (v) purposes relating to any of the above.
任何與上述有關的用途。

- 9.3 The Client understands and agrees that the Client Information may be further disclosed or transferred by HKICL, the Bank or any other Participant to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Addressing Service and the eDDA Service.

客戶明白及同意客戶資料可能被結算公司、本行或其他參與者再披露或轉移予其客戶及任何其他使用結算公司快速支付系統的第三者，作為提供及運作帳戶綁定服務及電子直接付款授權服務之用。

- 9.4 If the Client Information includes personal data or other information of any person other than the Client (including any persons specified in sub-clauses 9.1 and 9.2 above), the Client confirms that the Client will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, the Bank and the other Participant as specified in this Clause.

倘客戶資料包括客戶以外其他人士的個人資料（包括任何於上述第 9.1 或第 9.2 分條款指明的人士），客戶確認客戶會取得並已取得該人士同意，就結算公司、本行及其他參與者按本條款指明的用途使用（包括披露或轉移）其個人資料及

其他資料。