



**TERMS AND CONDITIONS  
FOR GENERAL BANKING ACCOUNTS AND SERVICES**

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To: **United Overseas Bank Limited Hong Kong Branch (incorporated in Singapore with limited liability)**  
("UOB" or the "Bank") – a licensed bank under the Hong Kong Banking Ordinance

In consideration of UOB agreeing to open and continue to maintain certain account(s), or provide certain of its services, I/we ("the Customer") agree to be bound by these Terms ("the Terms"), which comprise the General Terms and certain Specific Terms.

The General Terms apply to and govern all accounts opened and from time to time maintained by the Customer with the Bank, as well as all services from time to time provided by the Bank to the Customer.

The Specific Terms apply to and govern all accounts and services referred to therein.

In the event of conflict between the General Terms and any Specific Terms, the Specific Terms shall prevail, insofar as the Specific Terms apply to the account or service in question.

Additional terms may be prescribed by the Bank from time to time in respect of certain accounts and/or services and shall be read together with the Terms and shall be considered an integral part of the Terms.

## **A. GENERAL TERMS**

### **1. Interpretation**

#### **1.1. In the General Terms,**

"Applicable Laws" means all obligations, requirements or arrangements that are binding on, applicable to and/or expected to be complied with by, the Bank and/or any other Bank Group Member according to:

- (a) any present or future statute, law, regulation, rule, official directive, order, request, decree, code of practice, guidelines or guidance (whether or not having the force of law) of any legal, regulatory, governmental, tax, law enforcement or other body, agency, department or authority, or self-regulatory or industry body or associations of financial services providers in each case whether within or outside the Hong Kong;
- (b) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other body, agency, department, or authority, or self-regulatory or industry body or associations of financial services providers that is assumed by or imposed on the Bank or any Bank Group Member by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other body, agency, department or authority, or self-regulatory or industry body or association;

For the avoidance of doubt, this definition includes any obligations, requirements or arrangements that are binding on, applicable to and/or expected to be complied with by, the Bank and/or any Bank Group Member pursuant to FATCA.

"Authorized Person" means a person authorized by the Customer (whether alone or jointly with any other person or persons) to give any instruction to the Bank or execute or sign any instrument in relation to any account of the Customer with the Bank or any service offered by the Bank to the Customer or operate any account of the Customer with the Bank and/or effect any transaction or utilize any service for and on behalf of the Customer.

"Bank Group" means the group comprising the Bank and/or its Holding Company, any Subsidiary or Affiliate of the Bank or its Holding Company and any of their respective branches, offices or units, in each case whether in Hong Kong or elsewhere.

"Bank Group Member" means any member of the Bank Group, including each member's successor, assignee and transferee.

"Business Day(s)" means a day on which licensed banks in Hong Kong are open for business and dealings in Hong Kong dollars are carried on in the Hong Kong interbank market.

"Confidential Information" means any information that a reasonable person would consider being of a confidential or proprietary nature, including but not limited to Customer personal data, Customer's bank account details and transactional information.

"FATCA" means:

- (a) sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986;

- (b) any intergovernmental agreement, memorandum of undertaking, undertaking and other arrangement between governments and regulators in connection with (a) including as entered into by the government of Hong Kong;
- (c) agreements between the Bank and the IRS and/or other government agency or regulator pursuant to or in connection with (a); and
- (d) any laws, rules, regulations, interpretations or practices adopted in the U.S., Hong Kong or elsewhere pursuant to any of the foregoing.

In each case as introduced, amended, modified or replaced from time to time.

“Holding Company”, in relation to any company or entity, means the company or entity of which such last-mentioned company or entity is a Subsidiary and “Affiliate”, in relation to any Bank Group Member, means any other company or entity in which any Bank Group Member (alone or together with any other Bank Group Member) owns directly or indirectly more than twenty per cent (20%) of the voting share capital or equivalent right of ownership of such company or entity.

“Hong Kong” means Hong Kong Special Administrative Region of the People’s Republic of China.

“IRS” means the U.S. Internal Revenue Services

“Subsidiary”, in relation to any company or entity, means any other company or entity directly or indirectly under the control of the first-mentioned company or entity; for this purpose, “control” means beneficial ownership (direct or indirect) of more than fifty per cent (50%) of the voting share capital or equivalent right of ownership of such company or entity, or power to direct its policies and management whether by contract or otherwise

“U.S.” means the United States of America

1.2. Unless the context otherwise requires, capitalized terms in the Specific Terms have the same meaning as defined in the General Terms.

1.3. References to time in the Terms refer to Hong Kong time and references to the singular number include the plural number and vice versa.

## 2. Mandate and Instructions

2.1 The Customer may at any time open account with the Bank or apply for services provided by the Bank by giving an instruction to the Bank in accordance with the General Terms or the Specific Terms (as applicable) together with such documents or information as may be requested by the Bank.

2.2 The Bank is authorized to act on the instructions in relation to any account or service given by the Customer (or in the case of a joint account, by all the persons comprising the Customer jointly) or by such number of Authorized Persons appointed by the Customer for the relevant account or service. For those accounts or services for which no Authorized Person has been appointed by the Customer, the Bank is authorized to act on the instructions given by any Authorized Person appointed by the Customer for any purpose.

2.3 Instructions in writing may be in original or by fax, and shall be signed or chopped by the Customer or the Authorized Persons as may be designated by the Customer for the purposes of the relevant account or service using the signature(s) or chop(s) which closely resembles the specimen signature or chop of the Customer or the relevant Authorized Person (as the case may be) kept by the Bank.

2.4 The Bank shall be entitled to refuse to accept or act on any instruction, whether for a withdrawal or any other transaction or any matter relating to the account or service if:

- (a) the Bank is unable to verify the Customer’s or an Authorized Person’s identity to its satisfaction;
- (b) the Bank has any doubt on the authenticity, clarity or completeness of the instruction;
- (c) the form or content of such instruction is not in accordance with the requirements or policies or practices as prescribed by the Bank from time to time;
- (d) the instruction is not in accordance with the account mandate(s) (if any) or the written authorization of the Customer for the time being in effect in respect of the operation of such account;
- (e) the Bank has received conflicting instructions before executing the first such instructions; and

- (f) the execution of the instruction could be inconsistent with the laws, rules, regulations, guidelines, requests or recommendations of public or regulatory authorities in different jurisdictions relating to prevention of money laundering, terrorist financing or provision of services to persons subject to sanctions;

and the Bank shall not be liable to the Customer as a result of such refusal.

- 2.5 Notwithstanding and without prejudice to Clause 2.4, the Bank may act upon any instruction which the Bank believes in good faith to be given by the Customer or an Authorized Person, without inquiry as to the identity or authority of the person giving or purporting to give such instruction or the authenticity thereof and notwithstanding that such instruction may conflict with other instruction(s) given by the Customer or the Authorized Person to the Bank, or any error, misunderstanding, error in transmission, fraud, forgery, lack of authority or lack of clarity in the terms of such instruction.
- 2.6 Without prejudice to the foregoing, the Bank may require confirmation of any instruction from the Customer or the Authorized Person in any form or manner as it deems appropriate before acting on the relevant instruction.
- 2.7 The Bank may honour any cheque or other instrument, or act on any instruction, signed by the Customer or an Authorized Person but presented after his death, before the Bank has received actual notice of his death.
- 2.8 The Customer is solely responsible for ensuring the accuracy and completeness of all instructions. The Bank shall not be responsible for the consequences of any instruction being incomplete, garbled or inaccurate.
- 2.9 The Bank is not obliged to cancel or amend or accept any request to cancel or amend an instruction. The Bank shall not be taken to have received or have notice of any countermand from the Customer until the Bank confirms its receipt of the same to the Customer. The Bank shall not be taken to have waived its right not to act on any request for cancellation or amendment by reason of the Bank having so acted upon such request on any previous occasion.
- 2.10 Unless otherwise agreed by the Bank, any instruction received by the Bank after its usual banking hours announced by the Bank from time to time will only be processed on the next following banking day of the Bank.
- 2.11 If the Customer elects to use a chop or seal to give instruction in lieu of signature, the Customer undertakes to keep the chop safe and shall be responsible for all losses arising out of the loss or unauthorized use of the same.
- 2.12 The Customer shall notify the Bank promptly in writing of any change of specimen signatures of the Customer or any of the Authorized Persons or the manner of giving instructions. The Bank shall be entitled to a reasonable period of time (of not less than seven (7) Business Days from receipt) to process such notification of change. Before the Bank has updated its record, the Bank shall be entitled to honour any cheque or other instrument or act on any instruction given by the Customer or an Authorized Person based on its then current record.

### 3. Telephone and Electronic Instructions

- 3.1 The Bank is hereby authorized to act on any instruction given, or purported to be given by the Customer or an Authorized Person, over the telephone, or instruction given by telefax, or through the Internet or such other electronic or telecommunication means as may be acceptable to the Bank from time to time, without any further authority from the Customer or any Authorized Person, or any further notice to or from the Customer, or any Authorized person, without any inquiry by the Bank as to the authenticity thereof, regardless of the circumstances prevailing at the time of such instruction or the nature of the transaction and notwithstanding any error, misunderstanding, fraud or lack of clarity in terms of such instruction, and whether or not such oral or electronic instruction was made or given without the authority of the Customer.
- 3.2 Instructions given by telephone, or through the Internet or other electronic means mean instructions given by a person who can:
  - (a) quote the account number of any of the accounts to which the instruction relates;
  - (b) quote the personal identification number(s) ("PINs") assigned by the Bank to the Customer or any of the Authorized Person(s) of any of the accounts to which the instruction relates;
  - (c) if required by the Bank, produce such digital certificate of the Customer or of any of the Authorized Person(s) acceptable to the Bank; and
  - (d) produce or quote such other information as may be requested by the Bank.

- 3.3 The Bank may accept the digital signature of the Customer or any of the Authorized Persons which is supported by a digital certificate tendered to the Bank. The Customer agrees that the Bank is entitled to consider such a digital signature to be the manual signature of the relevant person.
- 3.4 The Customer agrees that the Bank may presume that the information contained in a digital certificate issued by such certification authority as may be acceptable to the Bank is correct if the certificate was published in a repository.
- 3.5 The Customer undertakes to:
- (a) keep and procure each Authorized Person to keep his PIN secret and his digital certificate safe and if the Customer and each of the Authorized Persons acts in good faith and is diligent in safeguarding his PIN and digital certificate, the Customer shall not be liable to the Bank for any unauthorized transaction made pursuant to instructions given through the Internet or electronic means in accordance with this Clause;
  - (b) inform the Bank as soon as reasonably practicable if the Customer knows or suspects that, any unauthorized person knows the Customer's PIN or the PIN of any of the Authorized Persons or that unauthorized transactions have been effected and if the Customer fails to do so the Customer shall be liable for any unauthorized transactions made; and
  - (c) be liable for all losses if the Customer or any Authorized Persons acts fraudulently or with negligence including failing to properly safeguard the Customer's PIN or the PIN of any of the Authorized Persons.
- 3.6 Instructions given by telephone or through the Internet or other electronic means are sent entirely at the Customer's own risk. The Customer agrees that the Bank will not be liable for any loss which the Customer may suffer in connection with the Bank acting in accordance with such instruction including without limitation on any oral instruction of a person who is not the Customer or an Authorized Person, or any written instruction transmitted by telefax, or through the Internet or other electronic means as aforesaid upon which any of the signatures has been forged or is otherwise unauthorized.
- 3.7 The Bank may record telephone instructions by writing and/ or tape recording and/or any other method, and the Customer hereby agrees that a note/ tape recording made by or on behalf of the Bank of any oral instruction or, as the case may be, a copy of any instruction transmitted by telefax, or through the Internet or other electronic means, shall be conclusive and binding evidence of such oral instruction or telefax / internet / electronic instruction, as the case may be, provided always that the Bank shall not be obliged to cause any of its officers to make any note / tape recording of any telephone instruction and the failure to make such note / tape recording shall not in any way affect the authorisation herein contained or prejudice the rights of the Bank under the Terms.
- 3.8 The Customer may give written notice to the Bank to cancel the mode of giving instructions through any specific channel referred to in this Clause. The Bank may terminate without prior notice, the arrangement of accepting instructions given through any specific channel referred to in this Clause.
- 3.9 The Customer understands that due to unpredictable traffic congestion, openness and public nature of the Internet and other reasons, the Internet may not be a reliable medium of communication and that such unreliability is beyond the control of the Bank. This may subject transactions to delays in transmission, incorrect data transmission, delays in execution or execution of instructions at prices different from those prevailing at the time instructions were given, misunderstanding and errors in any communication between the Bank and me/us, transmission blackouts, interruptions and so on. In such event, the Bank shall not be liable for any loss or damage suffered or incurred by the Customer in relation thereto.

#### 4. Deposits

- 4.1 The minimum initial deposit amount and minimum balance for each type of account shall be determined by the Bank from time to time.
- 4.2 Deposits may only be placed with the Bank in such manner as may be determined by the Bank from time to time. All deposits, in particular cash deposits in foreign currency notes, are subject to verification.
- 4.3 The Bank may at any time without giving any reason refuse to accept any cheque, cash or financial instrument in any currency for deposit (including without limitation in cases where the payee's name is not identical to the name of the Customer).

- 4.4 Funds represented by cheques (including marked cheques), drafts and all other instruments deposited with the Bank shall not be available for withdrawal until the proceeds thereof have been received by the Bank in cleared funds. The Bank reserves the right to debit such credited amount from the account if the cheques, drafts and such other instruments are dishonoured, or to revise the amount credited into the account in the event that the payment received by the Bank on such cheques, drafts and such other instruments is less than the amount credited into the account.
- 4.5 All cheques deposited are received by the Bank solely as agent for collection and in the absence of negligence or wilful default on the part of the Bank, the Bank assumes no responsibility for any non-payment or losses to the Customer resulting from any inability on the Bank's part to collect, whether resulting from any payment restriction or any law or regulation of any country in which the cheques are cleared/ or collected, or any strikes, or any default, neglect or insolvency of any correspondent or paying bank or financial institution or any agent or sub-agent, or any cause(s) beyond the Bank's control, or otherwise. Dishonoured cheques may be returned by post to the Customer at his risk and expense.
- 4.6 The Bank reserves the right to debit any credited amount from the account even after the Bank receives payment, if the corresponding paying bank, financial institution or any agent and sub-agent should at any time claim refund or repayment of such amount on any ground(s) (whether or not disputed), including without limitation the ground that the cheque, draft, money order, telegraphic transfer or other payment instruction or instrument was void, invalid or fraudulently issued, or in any other circumstances whatsoever resulting in the amount of such cheque, draft, money order, telegraphic transfer or other payment instruction or instrument or any part thereof being subject to an actual or potential claim for repayment or refund by any party.
- 4.7 An inward remittance (whether in Hong Kong dollars or in any other currencies) to the account may not be credited to the account on the same day if the related payment advice is not received by the Bank before the cut-off time set by the Bank from time to time. No interest will accrue on any inward remittance before the funds are actually credited into the account.
- 4.8 The Customer agrees that any conversion from one currency into another for whatever reason, including without limiting the following:
- (a) conversion of an amount standing to the credit in any of the Customer's accounts or any other amount due by the Bank to the Customer to any other currency for the purpose of carrying out any instruction, assessing the Customer's liability or enforcing the Bank's rights under the Terms or in relation to any service or account (including to effect any set-off or consolidation of accounts by the Bank);
  - (b) conversion of the balance in any account or any part thereof (and if the Bank so chooses, together with the interest accrued on the amount so converted) into another currency selected by the Bank at the time such balance or part thereof becomes due to be repaid by the Bank and repayment in such currency shall constitute full and complete discharge of the Bank's obligations with respect thereto; or
  - (c) conversion of any sum received by the Bank (whether for credit into any account or in payment of any sum due to the Bank) in any currency of the account or the currency in which payment is to be made, as the case may be, may be effected by the Bank in such manner as it may in its absolute discretion determine and at its own rate of exchange then prevailing.

The Customer agrees that all losses, costs and risks resulting from such currency conversion shall be borne solely by the Customer.

- 4.9 The Bank shall pay interest on credit balance on an account only where the Bank has expressly agreed to do so. Interest will be calculated at such rate and on such basis as the Bank may determine from time to time, provided that the daily balance of the account does not fall below such minimum balance as the Bank may require from time to time to be maintained in the account to qualify for payment of interest. Such interest may be credited to the account on any day of a calendar month as the Bank may determine from time to time.
- 4.10 For the avoidance of doubt, this Clause shall apply to deposits placed with the Bank by any means, whether over the counter at the Bank branches or through the use of any services as may be made available by the Bank from time to time.

## 5. Withdrawals

- 5.1 Withdrawals from each type of account may only be made in such manner and on such terms and conditions as may be prescribed by the Bank from time to time upon notice to the Customer.

- 5.2 Withdrawals from each account may be made only upon receipt by the Bank of withdrawal instructions satisfactory to it, and the Customer shall be liable for all such instructions irrespective of whether the relevant account is in credit or otherwise. However, in the absence of any express agreement to the contrary, the Bank is not bound to honour any withdrawal instruction if there are insufficient funds in the account. If the Bank shall decide to permit a withdrawal notwithstanding the insufficiency of funds in the relevant account, the Bank may do so without seeking the Customer's prior approval or giving prior notice to the Customer. The Customer shall pay to the Bank the resulting overdraft and all interest and charges incurred at such rate as may be determined by the Bank from time to time and the Bank will inform the Customer promptly after exercising such right.
- 5.3 The Customer agrees that in respect of a transfer of funds, such funds are sent entirely at the sole risk of the Customer in every respect and the Bank shall not, in the absence of negligence or wilful default on the part of the Bank, be liable for any mutilation, interruption, omission, error, neglect, default, mistake or delay which may occur in the transmission of any message or arise from misinterpretation by any mail, telegram, cablegram, wireless, telegraphy or telex company, internet service provider or by the Bank, the Bank's correspondent, agent or sub-agent or any employee of the aforesaid or through any other cause beyond the Bank's control.
- 5.4 In the event that the Bank receives more than one instruction for the withdrawal of funds which in aggregate would exceed the amount standing to the credit of the Customer's account, the Bank shall be entitled at its absolute discretion to select which instructions shall be executed, without reference to the date of dispatch or time of receipt of such instructions.
- 5.5 The Bank is authorized (but is not obliged) to arrange currency conversions of amounts in any account in order to settle any liability incurred or to be incurred in connection with transactions effected or to be effected for the Customer or any obligation of the Bank to the Customer and the Customer shall bear the cost of such conversion.
- 5.6 The Bank is entitled to repay the Customer in full satisfaction of the Customer's deposit or any part thereof together with any accrued interest thereon in any of the following manner, either in the same currency or different currency or in any combination of currencies:
- (a) by cash in the currency of the relevant account;
  - (b) by issuing to the Customer a cheque drawn by the Bank on any bank in a country payable in the required currency whereupon the Customer shall pay to the Bank its prescribed service charge;
  - (c) by cash or the Bank's cashier's order in Hong Kong dollars after converting the amount equivalent at the Bank's prevailing buying rate at the relevant time, whereupon the Customer shall pay to the Bank its prescribed service charge ; or
  - (d) by a combination of any of the above.
- 5.7 Withdrawals in large sum of cash or in foreign currency are subject to (i) prior notice by the Customer, (ii) the availability of the cash and currency in question and (iii) the payment of such fees or commission as the Bank may require. Withdrawal in a currency other than Hong Kong dollars shall, unless the Bank otherwise agrees, only be payable by means of cable payments or by telegraphic or electronic transfer to an account acceptable to the Bank, or by issuing drafts on a bank selected by the Bank.

## 6. Communication

- 6.1 The Customer shall notify the Bank as soon as possible upon any change of particulars of the Customer and/or any Authorized Person previously provided to the Bank, such as names, date of birth, occupations, addresses, identification documents, countries of citizenship, countries of tax residency and associated taxpayer identification numbers, telephone, facsimile or other contact numbers, partners (for partnership accounts), directors and memorandum and articles of association (for corporate accounts) and constitution and/or rules (for societies, clubs and other unincorporated associations). In particular, the Customer shall notify the Bank in accordance with Clause 17.3 of any change that affects the Customer's tax status.
- 6.2 All notices to and communications with the Customer, including any statement of account, confirmation advice, document, other instrument whatsoever (including cheque books) and/or PIN (hereinafter collectively called "Communications") from or issued by the Bank may be sent by post, facsimile or other electronic transmission, hand-delivery or such other manner as the Bank deems fit to the last known address, facsimile or other relevant number of the Customer in the Bank's records and shall be deemed to be received by the Customer (even if they could not be delivered or transmitted or were subsequently returned undelivered):

- (a) If delivered personally, at the time of delivery;
- (b) If sent by post, two or seven business days after posting to an address in Hong Kong or overseas respectively; and
- (c) If by facsimile, at the time of transmission.

Other communications may also be given in the Bank's branches or in the press (in Hong Kong's main English and Chinese newspapers) or via radio or television broadcasts or any other media chosen by the Bank in its absolute discretion and the Customer shall be deemed to have received the same on the date of such publication or broadcast.

- 6.3 A written statement by an officer of the Bank confirming the posting of any Communications whatsoever by the Bank shall be binding and conclusive evidence of this fact against the Customer.
- 6.4 The Customer shall not hold the Bank liable in the event any Communications is delayed, intercepted, lost and/or failed to reach the Customer during delivery, transmission or despatch, or if the content in such Communications is disclosed to any third party during transit.
- 6.5 The Customer consents, to the extent permitted by the applicable laws, to the effecting of personal service of any document which is required by any prevailing legislation and/or subsidiary legislation to be personally served, by way of registered post to the last known address to the Customer in the Bank's records and also consents to such service being deemed as effective personal service two or seven business days to an address in Hong Kong or overseas respectively after such document was posted by registered post as aforesaid, even if it could not be delivered or was returned undelivered.
- 6.6 Any Communications addressed and sent, despatched or delivered by the Bank to any one person constituting the Customer shall be deemed to have been addressed and sent or delivered, as the case may be, to all the persons constituting the Customer.
- 6.7 The Bank shall not be liable for any delay, non-receipt, error or omission howsoever caused including breakdown in computer services or postal services, which may occur in the transmission of messages or in any of its communications made by means of electronic payments, telegraphic transfer, post, courier or other means. All Communications made by the Bank or the Customer shall be at the Customer's sole risk.

## 7. Account Statements/ Confirmation Advice

7.1 Statements of account or confirmation advices may be sent by the Bank to the Customer by ordinary post, email or such other means as the Bank may from time to time determine upon notice to the Customer at monthly intervals or such other intervals as the Bank may from time to time determine. Subject to the Bank's discretion, no statement of account will be sent to the Customer if:

- (a) a record of transactions is provided;
- (b) there has been no transaction on the account since the last statement of account; or
- (c) there is no outstanding balance on the account since the last statement of account.

7.2 The Customer is under a duty:

- (a) to check all entries in the statement of account and/or confirmation advices;
- (b) to report promptly to the Bank any irregularities, discrepancies or omission, incorrect entries, errors, or unauthorized transactions or inaccuracies in the contents or entries therein;
- (c) to sign and return any confirmation slips, including those for auditing purpose; and
- (d) to promptly, within such time as the Bank may prescribe from time to time, notify the Bank in writing if he does not receive any statement or confirmation advice that is due to be sent to him.

7.3 If the Bank does not receive from the Customer a written objection within ninety (90) days of the date of such statement or confirmation advice:

- (a) the Customer shall be deemed conclusively:
  - (i) to have accepted, and shall be bound by, the validity, correctness and accuracy of the transaction(s)/ entries and the balance set out in the statement or confirmation advice; and
  - (ii) to have ratified or confirmed each and every one of the transactions represented by the entries set out therein;
- (b) the statement or confirmation advice, as the case may be, shall as against the Customer be deemed conclusive evidence of the Customer's authorization to the Bank to effect the transaction(s) set out therein against the Customer; and
- (c) the Customer shall have no claim against the Bank however arising from, in connection with or as a result of any transaction referred to therein.

7.4 The Bank has the right to adjust the account to correct any erroneous or omission. The Bank may at any time rectify errors or omissions in any statement or confirmation advice and subject to Clause 7.3 above, any statement or confirmation advice so rectified shall be binding on the Customer. The Bank has the right to demand refund and/or debit any account of the Customer with the Bank for any overpayment into the account(s) arising from such errors or omissions.

#### 8. Joint Account, Partnership Account, Corporate Account and Trust Account

8.1 Where the Customer consists of more than one person, all the persons comprising the Customer shall be jointly and severally bound by the Terms and to be jointly and severally liable for all agreements, obligations, powers, authorities and liabilities in connection with the Terms.

8.2 In the event of death of a joint account holder (except in the case of joint accounts designated as trust or executors' accounts), the amount and all investments and assets standing to the credit of the joint account shall be held for the benefit and to the order of the survivor(s) (regardless of the terms of the account mandate). This is however subject to the rights of the Bank in respect of such funds or investments or assets arising out of any lien, charge, pledge, set-off or any other encumbrance or any claim or counterclaim, actual or contingent or otherwise, as well as to take such steps as it deems desirable (including making payment(s) into a court of competent jurisdiction) in relation to the credit balance. Any payment made by the Bank to such survivor(s) or to a court of competent jurisdiction shall constitute complete discharge of the Bank's obligations binding on all the account holders and their personal representatives and successors.

8.3 If the Bank receives actual notice that any person constituting the Customer has become bankrupt, insolvent, in liquidation, insane or otherwise mentally disabled, the Bank shall be entitled to freeze or suspend operations of the account(s) and refuse access to the funds therein, without liability to the Customer pending:

- (a) in case of bankruptcy of an individual Customer or any one of the joint account holders, the appointment of the bankrupt's trustee;
- (b) in case of insanity or mental disability of an individual Customer or any one of the joint account holders, the appointment of a committee of the person and estate of the insane or mentally disabled Customer;
- (c) in case of winding up of the Customer, the appointment of the liquidator.

8.4 Where the account mandate provides for the operation of the account(s) by all the account holders jointly, then if any one of the joint account holders becomes bankrupt or insolvent, the account(s) can be operated or closed only by the joint signatures of the trustee in bankruptcy of the bankrupt joint account holder and the other joint account holder(s) jointly.

8.5 The Bank is authorized to credit joint accounts with funds belonging to or purporting to belong to any one or more joint account holders. Upon termination of a joint account, the Bank shall have the right to apply any amount remaining in the joint account towards discharging any debt incurred on the joint account whether due or not. The Bank shall have the right to refund such amount or any balance thereof after such application by drawing a bank cheque in favour of all the joint account holders (regardless of the identity of the person(s) who are entitled to the funds).

8.6 If the Customer is a partnership firm or a sole-proprietorship, the following provisions shall apply (where applicable):

- (a) upon any change of the firm's constitution for any reason whatsoever (including without limitation by death, resignation, replacement, addition, bankruptcy or otherwise of a partner), the Bank may, in the absence of written

notice to the contrary, treat the remaining / new partner(s) as having full power to carry on the business of the firm and to deal with the account as if there had been no change in the firm's constitution.

- (b) notwithstanding any change in the firm's constitution (as described in Clause 8.6(a) above) or name, or modification/ termination of any power of any partner, the Terms shall bind all partners jointly and severally; or
- (c) notwithstanding any change in the trading name of the sole-proprietorship or partnership, the Terms shall be binding on the sole proprietor or the partners.

8.7 The Bank is not obliged to recognize any person other than the Customer as having any interest in the account. If the Bank opens the account in the Customer's name "in trust" or "as nominee" or using some similar designation, whether or not for a specific third party, the Bank may accept cheques and other payment orders and other instructions relating to the Customer only and will not be required to obtain any consent from or see to the execution of any trust for any person.

#### 9. Fees and Charges and Right to Debit

9.1 The Bank may impose from time to time such service charge, fee and commission at its prevailing prescribed rate for any accounts maintained with or any services provided by the Bank. The rates of the service charge, fee and commission are set out in the Schedule of Fees and Charges of the Bank from time to time. The Bank may revise any fees and charges applicable to any of the accounts and services being utilized by the Customer by giving such prior notice to the Customer as may be required by the applicable code of practice from time to time.

9.2 All bank charges, commission, administrative charges, interest and fees of any nature (including without limitation any postage, telecommunication, cheque-related charges), that may be levied by the Bank, any banks, financial institutions, non-financial institutions, agents or contracts in connection with any transaction or instruction on the account(s), performance of any obligation or provision of any of the services, shall be borne by the Customer.

9.3 The Customer agrees to be responsible for all charges incurred in accessing the account through or otherwise using any of the services (including but not limited to any telephone charges and internet service provider's charges).

9.4 The Customer agrees to bear all administrative charges imposed by the Bank and all costs and expenses (including legal costs) incurred by the Bank for handling garnishee orders, injunctions or other court orders / proceedings relating to any account or money therein.

9.5 Any payment by the Customer under the Terms shall be made free and clear of and without any deduction or withholding in respect of any tax or levy. If the Customer is required by any applicable law to effect such deductions or withholdings, then the amount due and payable to the Bank shall be increased by such amount as shall result in the Bank receiving an amount equal to the amount the Bank should be received in the absence of such deduction or withholding.

9.6 The Customer authorizes the Bank to debit the account at any time with interest for all amounts due and payable to the Bank or recoverable from the Customer without prejudice to the rights and remedies of the Bank against the Customer or any third party and notwithstanding that the Customer may incur any loss in interest earnings or a reduction in the original principal amount due to bank charges and/ or adverse exchange rate movements.

9.7 The Bank may include its fees or charges in the price or rate for the investment quoted by the Bank to the Customer. The Customer consents to the Bank's acceptance of rebates, fees, soft dollars or other benefits from any person in connection with transactions effected by the Bank for the account of the Customer.

9.8 The Customer shall pay to the Bank all payments due in the currency in which they are due to such accounts as the Bank may notify the Customer.

#### 10. Indebtedness and Certificate of Indebtedness

10.1 The Customer shall pay interest at such rate(s) as the Bank may from time to time determine in its sole discretion on all charges and other sums due and owing to the Bank and on any losses or expenses suffered or incurred by the Bank as a result of the Bank having to take any action whatsoever to safeguard its position hereunder. Such interest is calculated on such basis as the Bank may determine and shall be added to the sums then owing to the Bank and shall bear interest accordingly until all sums owing to the Bank and the interest thereon are fully repaid, both before as well as after judgment.

- 10.2 A certificate issued by the Bank stating the amount due and payable by the Customer to the Bank, interest rates and exchange rates at any particular time shall be final and conclusive for all purposes including for the purposes of legal proceedings.
- 10.3 The Bank may commission a debt collection agency to collect any overdue amount owed by the Customer to the Bank. The Customer shall indemnify the Bank for all costs and expenses incurred in connection with the same.

11. Right of Lien, Set-Off and Combination of Accounts

- 11.1 Without prejudice to the rights which the Bank may be entitled in law, the Bank shall be entitled (but shall not be obliged) at any time without prior notice, to combine or consolidate all or any account(s) of the Customer or of any one or more of the account holders of the Customer whether singly or jointly with any other person(s) and/ or under whatever style, name or form (which include trade name of sole-proprietorships), and to set-off any credit balances, whether matured or not, in any one or more such accounts wherever situate including those in overseas branches, against any liabilities of the Customer or of any one or more of account holders on any account or in any respect whatsoever under whatever style, name or form, whether such liabilities be present or future, actual or contingent, primary or collateral, several or joint. Further, insofar as any liability of the Customer to the Bank are contingent or future, the Bank's liability to the Customer to make payment of any sums standing to the credit of any of the Customers' accounts shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event. The Bank shall be entitled to exercise the rights conferred under this Clause to the Bank if the Customer defaults in discharging any of the Customer's liabilities to the Bank or if any term herein is breached or threatened to be breached by the Customer for whatever reason. The Bank will inform the Customer promptly after exercising any right conferred herein.
- 11.2 At any time after the Customer has any outstanding liability, whether actual or contingent, present or future, joint or several, direct or indirect, of whatever nature to the Bank, the following will apply:
- (a) the Customer hereby charges and assigns and agrees to so charge and assign in favour of the Bank by way of a first fixed charge all the Customer's investments and assets (including but not limited to all the Customer's securities, unit trusts, mutual funds and other interest in collective investment schemes) held by the Bank or its nominee for the account(s) as a continuing security for the Customer's said outstanding liabilities. In the case where the Customer is/are individual(s), the Customer hereby charges and assigns in favour of the Bank and agrees to so charge and assign by way of:
    - (i) a first fixed charge all the Customer's right title and interest in the credit balance of all the account(s) (other than the Customer's current accounts) and all the Customer's right to receive interest, dividends and other benefits derived from any investment and assets held by the Bank or its nominee for the account(s); and
    - (ii) a floating charge all the Customer's right title and interest in the credit balance of all the Customer's current accounts with the Bank, as a continuing security for the Customer's said outstanding liabilities.
  - (b) The security hereby created shall not be affected by any intermediate settlement of the account(s) or the Customer's withdrawal of funds from the account(s) or the said investments or assets (including but not limited to all the Customer's securities, unit trusts, mutual funds and other interest in collective investment schemes) or the application of the funds therein or the said investments or assets by the Bank. The security hereby created is also in addition to and without prejudice to and shall not merge with any other guarantees, liens, or other securities held by the Bank, and shall be without prejudice to any lien, right of set-off or any other rights or remedies which the Bank may have by law or otherwise.
  - (c) The Customer hereby irrevocably appoints the Bank to be the Customer's attorney with full power and authority in the Customer's place and stead and in the Customer's name or otherwise, from time to time in the Bank's absolute discretion to take any action and execute and seal any instrument which the Bank deems necessary or advisable to accomplish the purpose hereof.
  - (d) The Customer shall not, without the prior consent of the Bank, withdraw any funds from the account(s) or any investment or assets (including but not limited to all the Customer's securities, unit trusts, mutual funds and other interest in collective investment schemes) held by the Bank or its nominee for the account(s), including any interest, dividend or other benefit derived from the aforesaid.
- 11.3 The Customer shall not, without the prior written consent of the Bank, assign or create any charge, mortgage, third party interest or encumbrance over any right title or interest in any of the account(s) or any investment or assets (including but

not limited to all the Customer's securities, unit trusts, mutual funds and other interest in collective investment schemes) held by the Bank or its nominee for the account(s) in favour of any third party.

11.4 The Bank shall also be entitled to retain all or any securities, valuable or any other property whatever and wherever situate which may be deposited with or otherwise held by the Bank or in the name of the Customer or any one or more of them whether for safe custody or otherwise and to sell the same or any part thereof at such price as the Bank shall determine whether by public auction, private treaty or tender and the Bank may engage such agent or broker therefore and apply the proceeds thereof to set off any or all sums owing from the Customer to the Bank under and/or arising out of any transaction entered into between the Bank and the Customer after first deducting all costs and expenses.

## 12. Availability/Variation

12.1 The Bank may from time to time without prior notice determine or vary the frequency or manner of the use of any account of the Customer and/or service offered by the Bank to the Customer; including but not limited to the transaction types, withdrawal or transaction limits, services, features, products and facilities available through or under the account and/or service.

## 13. Closure/Termination of Account and Service

13.1 Unless otherwise provided herein, the Bank may at any time and without giving any reason therefor:

- (a) close the account;
- (b) terminate, withdraw or revoke any service, in whole or in part; and/ or
- (c) block or suspend any account (and later remove the block or suspension) or withhold any amounts in any account, in each case for such duration as the Bank deems fit. To the extent practicable and permitted by Applicable Laws, the Bank will give reasonable prior notice to the Customer (normally not less than 14 days in advance). Notwithstanding the foregoing, under exceptional circumstances, no prior notice to the Customer is required. Such exceptional circumstances may include, without limitation, where the account or service is being used for criminal activities or is not maintained in a manner satisfactory to the Bank or if the Bank is required by Applicable Laws to do so, or if the Bank needs to comply with internal policies (which will be notified to the Customer in advance) or with any applicable order or sanction of an Authority. The Customer shall not hold the Bank responsible for any loss or damage suffered thereby.

For the purpose of this Clause, "Authority" includes, without limitation, legal, regulatory, governmental, law enforcement, tax or other bodies, agencies, departments or authorities or self-regulatory or industry bodies (whether in Hong Kong or elsewhere).

13.2 Upon closure of any of the accounts or termination of any of the services:

- (a) all amounts payable by the Customer in connection with the relevant account will become due immediately;
- (b) all outstanding instruction in relation to the relevant account and service will be deemed to have been cancelled by the Customer;
- (c) any payment obligation by the Bank to the Customer after closure of the account or termination of any of the services shall be deemed good and sufficiently discharged if paid to the Customer in cash, draft or cashier's order or in such other manner as the Bank deems fit;
- (d) interest will not accrue on any account unless the Bank specifically agrees, on any unclaimed balance on a closed or dormant account;
- (e) the Customer shall immediately return the properties belonging to the Bank (including without limitation unused cheque form(s) relating to the closed accounts or terminated services) to the Bank.
- (f) the Bank may discharge its liability to the Customer for any money for credit balance in the closed account or terminated services by returning the monies or share certificates to the Customer in such manner as the Bank may deem fit, which includes sending a cheque or draft or share certificates by ordinary post to the last known address of the Customer in the Bank's record, at the Customer's own risk; and

- (g) the Bank may (but not obliged to), sell, realize or liquidate any investments or outstanding position in the relevant account at such price and on such terms as the Bank may deem fit without any liability to the Customer in the absence of negligence or wilful default on the part of the Bank.

The Customer shall bear the cost thereof.

- 13.3 The Customer's obligation to pay all fees, costs, charges, expenses and amounts accrued up to the date of closure of the account or termination or revocation of the service shall survive such closure or termination or revocation.

#### 14. Representations and Warranties

- 14.1 The Customer hereby represents, warrants and undertakes that:

- (a) the Customer is acting as principal (and is not trading on behalf of any other person unless the Bank is notified otherwise in writing) and has full capacity and authority to accept and agree to the Terms, to open and maintain all account(s) from time to time opened with the Bank, to utilize the services applied for by the Customer from time to time, and to give the Bank any instruction that may be given from time to time;
- (b) all authorisations, consents, licences or approvals (whether under any applicable laws or otherwise) required to accept and consent to the Terms, to open and maintain all account(s) from time to time opened with the Bank, to utilize the services applied for by the Customer from time to time, and to give the Bank any instructions that may be given from time to time have been obtained and would be maintained in full force and effect;
- (c) the Customer has provided to the Bank all documentation or other information as the Bank may require for compliance by it and/or any other Bank Group Member with any Applicable Laws and the Customer consents to provide all documentation or other information so required within 7 days of a request from the Bank in writing or otherwise;
- (d) these Terms and their performance and the obligations contained herein do not and will not:
  - (i) contravene any existing applicable law, statute, ordinance, rule or regulation or any judgment, decree or permit to which the Customer is subject or any provisions of the Customer's memorandum and articles of association or bye-laws (if applicable); and/or
  - (ii) conflict with or result in any breach of the terms of or constitute any default under any agreement or other instrument to which the Customer is a party or is subject or by which any of the Customer's property is bound;
- (e) the Customer is, except as previously disclosed in writing to the Bank, not an officer, agent or employee of a person licensed or registered with the Securities and Futures Commission;
- (f) except for any security or encumbrance created in favour of the Bank, no person other than the Customer has or will have acquired any beneficial or other interest in or security or other rights over any account or over any cash or assets held by the Bank or any of its nominees for the Customer without the prior written consent of the Bank;
- (g) the Customer is the person ultimately responsible for originating the instructions in relation to and the ultimate beneficial owner of the Customer's investments (except where such other persons or entity has been disclosed to the Bank in writing) deposited with the Banks; and
- (h) the Customer is permitted in his place of residence without restrictions, whether under any securities or tax laws or any other legislation, to subscribe for, redeem, convert, switch, purchase, sell or otherwise dispose of investments and other assets acceptable to the Bank and the Customer shall notify the Bank immediately if the Customer shall become or be deemed to be subject to any restrictions.

- 14.2 The representations, warranties and undertakings in this Clause shall be deemed to be repeated whenever any instruction is given to the Bank, any account of the Customer is established or opened and any cash, asset or instrument is deposited or received by the Bank for the Customer or any service is utilized.

15. Exclusion of Liability and Indemnity

- 15.1 Without prejudice to the generality of the other clauses herein, the Bank shall not be liable for any loss, damage or expense suffered or incurred by the Customer arising from any cause whatsoever in the absence of negligence or wilful default on the part of the Bank, including but not limited to the following:
- (a) the operation of any accounts and the provision of any services by the Bank;
  - (b) the availability of any services being restricted or affected by any cause or for whatever reason;
  - (c) the acts, omission, negligence or default of any correspondent bank, broker, agent, custodian or other parties involved in any transaction;
  - (d) the reliance upon any instruction by the Bank in accordance with the Terms which the Bank believes in good faith to be given by the Customer or an Authorized Person notwithstanding any error, misunderstanding, fraud or lack of clarity in the terms of such instructions;
  - (e) alteration of instruction and/or forgery of the Customer's or any Authorized Person's signature;
  - (f) any computer or system virus interference, sabotage or any other causes whatsoever which may interfere with any of the Bank's services, or any breakdown or malfunction due to any cause whatsoever, of computer software or equipment whether belonging to the Bank or not, used in connection with any of the Bank's services; and
  - (g) any loss of, destruction to or error in the Bank's records which is due to causes beyond the control or anticipation of the Bank.
- 15.2 The Bank shall not be liable to the Customer in any of the following events:
- (a) any diminution in the value of funds in the account due to taxes, depreciation or fluctuation in exchange rates; or
  - (b) the unavailability of funds due to any of the following events:
    - (i) enactment or change in laws, rules, regulations, or any acts of a government and regulatory authorities in any country relating to exchange controls, restrictions on convertibility, freezes, moratoria, expropriations, requisitions, changes in a country's currency for any reason, involuntary transfers or restraints of any kind;
    - (ii) force majeure, natural disaster, industrial action, acts of war, acts of terrorism, civil strife, riots, or a state of political or economic chaos in any country; or
    - (iii) any other circumstances beyond the Bank's control whether in Hong Kong or elsewhere.
- 15.3 If any such event mentioned in Clause 15.2 occurs, the Bank shall have the right in its absolute discretion and without notice to the Customer convert the currency of deposit into any other currency and to recover the costs of replacing funds and/or any other costs and expenses incurred by the Bank.
- 15.4 The Bank does not act as an investment adviser. Any information provided by the Bank to the Customer in relation to the Customer's investments is solely for the Customer's reference and information. All the Customer's investments are made by the Customer solely upon the Customer's own judgment. The Bank shall not be liable for any inaccuracy or incompleteness of any information provided by the Bank or the performance or outcome of any transactions effected by the Customer after receipt of such information.
- 15.5 Unless otherwise expressly agreed by the Bank in writing, the Bank does not assume any advisory, fiduciary or similar or other duties to the Customer. The Bank assumes, and relies on the assumption that the Customer has taken the necessary independent legal, tax, financial and other advice in relation to any account and service or transaction between the Bank and the Customer or effected by the Bank pursuant to the instruction.
- 15.6 In no event shall the Bank be liable for the Customer's loss of profit, indirect, special or consequential damages.
- 15.7 The Customer shall fully indemnify the Bank and all the Bank's servants, employees, nominees, directors and agents for all losses, costs, damages, claims and expenses, including legal fees and costs howsoever suffered or incurred by the Bank including but not limited to: -

- (a) the Bank acting or carrying out any instruction purportedly given to the Bank pursuant to the Terms whether or not such instructions are unauthorized, inaccurate or incomplete;
- (b) in the provision of any service by the Bank to the Customer and the performance of its function as banker for the Customer including but not limited to acting as collecting or paying banker guaranteeing any endorsement or discharges on a cheque, bill, note, draft, dividend warrant or other instrument presented for collection and such guarantee shall be deemed to have been given at the Customer's request; and/or in the collection or payment of any cheque, bill, note, draft, dividend warrant or other instrument presented for collection or payment;
- (c) in connection with the Bank's preservation or enforcement of its rights under the Terms or as a result of non-compliance of any of the Terms by the Customer;
- (d) in connection with any action taken by any party against the Customer or any account for any reason whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorized use of any account and/or service; and
- (e) in connection to any involvement by the Bank in any proceeding of whatever nature for the protection of or in connection with any account and/or service.

This indemnity shall continue notwithstanding any termination of the account(s) or service(s) of the Customer or the Terms. The Bank shall be entitled to reserve such sums in the account(s) (including accounts held jointly by the Customer with other person(s)), as it may determine to be required to indemnify the Bank for any loss, cost, damage, claim and expense which it may suffer, incur or be liable to pay on behalf of the Customer and/or in connection with any account and/ or service.

15.8 The Bank shall not be liable for any losses, damages, costs or claims of any nature whatsoever and however arising under or in connection with the Terms, or resulting from failure or delay in the execution of any instruction (including standing instruction), breakdown or failure of any communication system or any cause beyond the control or anticipation of the Bank.

## 16. Customer Information

16.1 The Customer hereby acknowledges the receipt of a copy of the Bank's Notice (the "Notice") to Customers relating to the Personal Data (Privacy) Ordinance (the "PDPO") and agrees to the handling of the Customer's data in accordance with the terms of the Notice as amended by the Bank from time to time.

16.2 The Customer hereby warrants that:

- (a) the Customer will obtain the prior consent of the Customer's referees before giving their names and other personal data to the Bank; and
- (b) all information provided by the Customer to the Bank is provided voluntarily and that such information is true, correct and complete in all respects.

## 17. International Taxation Requirement

17.1 Without limiting the generality of Clause 16.1, the Customer consents to the collection, storage, and disclosure of any Confidential Information by the Bank, any other Bank Group Member and their respective agents (whether in Hong Kong or elsewhere) to persons from whom the Bank, any other Bank Group Member and their respective agents (whether in Hong Kong or elsewhere) receive or make payments on behalf of the Customer and to governmental authorities (including without limitation, tax authorities), both domestic and foreign, as required by the Applicable Laws. The Bank may also have to report information about the Customer's direct and indirect shareholders or other owners or interest holders and, if the Customer is a trust, the beneficiaries, settlors or trustees of the trust. Customer's consent shall be effective notwithstanding any applicable nondisclosure agreement. Customer represents that it has secured from any third party on whom Customer has provided information to the Bank any consents and waivers necessary to permit the Bank and its agents to carry out the actions described in this Clause, and that it will secure such consents and waivers in advance of providing similar information to the Bank in the future.

17.2 The Customer consents to provide all documentation or information, including but not limited to date of birth, countries of citizenship, countries of tax residency and associated taxpayer identification numbers, that may be required by the

Bank to enable it, any other Bank Group Member and/or their respective agents (whether in Hong Kong or elsewhere) to document the Customer in accordance with Applicable Laws.

- 17.3 The Customer shall notify the Bank in writing within thirty (30) days of any change that affects the Customer's tax status pursuant to the Applicable Laws. The Customer acknowledges that additional documentation or other information may be required in order to process any such change and consents to provide all documentation or other information required by the Bank.
- 17.4 If some of the Customer's income is reportable under Applicable Laws and some is not, the Bank, other Bank Group Member and/or their respective agents (whether in Hong Kong or elsewhere), where appropriate, will report all income unless the Bank can reasonably determine the reportable amount.
- 17.5 The Customer hereby authorizes the Bank, any other Bank Group Member and their respective agents (whether in Hong Kong or elsewhere), where appropriate, to withhold or otherwise collect from any payment any required tax or other government assessment, including but not limited to any requirement to withhold or deduct an amount under the Applicable Laws.
- 17.6 To the greatest extent permitted by the Applicable Laws, the Bank, the Bank Group Member and their respective agents (whether in Hong Kong or elsewhere) will not be liable to the Customer for any reasonable losses, costs, expenses, damages, liabilities the Customer may suffer as a result of complying with the Applicable Laws in accordance with this Clause, or if the Bank, the Bank Group Member and their respective agents (whether in Hong Kong or elsewhere) makes an incorrect determination as to whether or not the Customer should be treated as being subject to tax or tax reporting obligations where the incorrect determination results from the reliance on incorrect or incomplete information provided by the Customer or any third party, unless that loss is caused by the gross negligence, willful default or fraud of the Bank.
- 17.7 The Customer acknowledges that any failure on the part of the Customer to provide accurate and timely information pursuant to requirements and requests by the Bank may result in the Bank having to deem the Customer recalcitrant and/or reportable and take all necessary action against the Customer in order for the Bank to be compliant with requirements under the Applicable Laws including but not limited to the reporting obligation as provided under this Clause.
- 17.8 This Clause will override any inconsistent term or consent provided by the Customer under any agreement with the Bank to the extent that such agreement provides fewer or lesser rights for the Bank.
- 17.9 The Bank or any other Bank Group Member may take (or refrain from taking) any action which the Bank or any other Bank Group Member may, in its sole opinion, consider appropriate to meet any obligations, either in Hong Kong or elsewhere in the world, relating to the prevention of tax evasion. This may include, but is not limited to, investigating and intercepting payments into and out of the Customer's account(s) (particularly in the case of international transfer of funds), investigating the source of or intended recipient of funds, sharing information and documents with domestic and international tax authorities and withholding income from the Customer's account and transferring it to such tax authorities. If the Bank or other Bank Group Member is not satisfied that a payment in or out of the Customer's account is lawful, the Bank may refuse to deal with it.

18. Bank's Agents

- 18.1 The Bank may use the service of any bank or agent in any location it deems advisable in connection with any collection for or other banking business of the Customer. Such bank or agent is deemed to be the agent of the Customer and the Bank shall not, in any circumstances, be responsible or liable to the Customer by reason of any act or omission of any such bank or agent, or by reason of the loss, theft, destruction or delay delivery of any instrument while in transit or in the possession of such bank or agent. All charges incurred by the Bank shall be borne by the Customer.

19. Hold Mail Services

- 19.1 The Customer may from time to time apply to utilize the Bank's Hold Mail Service. If the Bank accepts the Customer's application, the Bank is authorized to receive and hold on behalf of the Customer notices, communications, confirmations and statements to be sent to the Customer hereunder in connection with the Customer's application until they are collected by the Customer or the Customer's authorized representative. The notices, communications, confirmations and statements issued and held by the Bank on behalf of the Customer shall be deemed to have been duly delivered to the Customer on the date of issuance.

19.2 The Bank may dispose of any notices, communications, confirmations and statements which are not collected by the Customer after the period prescribed by the Bank from time to time. The Customer accepts all consequences of and risks associated with the Hold Mail Service, including without limitation, risks of delay, error, fraud or forgery. The Customer will indemnify the Bank against all claims, damages, demands, actions, costs, and losses in connection with the same, save where the same is the result of the Bank's negligence or wilful default.

## 20. Rights of Third Parties

20.1 Unless expressly provided to the contrary in the Terms, a person who is not a party to the Terms has no right under the Contracts (Rights of Third Parties) Ordinance (Cap.623, Laws of Hong Kong) to enforce any terms hereunder. Notwithstanding any term herein, the consent of any third party is not required for any subsequent agreement between the parties hereto to amend or vary (including any release or compromise of any liability) or terminate any of the services or these Terms. Where third parties are conferred rights hereunder, those rights are not assignable or transferable.

## 21. Miscellaneous

21.1 The Bank's failure or delay in exercising any rights, power or privilege under the Terms or otherwise shall not operate as a waiver, nor shall a single or partial exercise, enforcement or waiver of any such rights, power or privilege preclude the Bank's further exercise, enforcement, or the exercise or enforcement of any other right, power or privilege.

21.2 If any one or more of the provisions contained in the Terms shall be invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein/therein shall not in any way be affected or impaired.

21.3 Notwithstanding any other provision herein, if by reason of any applicable law or regulation or regulatory requirement (whether or not having the force of law) or any change therein or judicial decision relating thereto or the interpretation or administration or application thereof, it shall become (or shall appear to the Bank that it has or will become) unlawful or otherwise prohibited for the Bank to maintain or give effect to any of its obligations herein, the Bank shall thereupon notify the Customer to that effect, whereafter, the Customer shall immediately upon receipt of such notification from the Bank pay the whole of all monies owing to the Bank by the Customer.

21.4 The Terms shall ensure to the benefit of and be binding on the Bank and the Customer, their respective successors and permitted assigns.

21.5 The Terms shall continue to be binding on the Customer notwithstanding:

(a) any change in the name or constitution of the Bank; or

(b) the consolidation or amalgamation of the Bank into or with any other entity; and in such event, such entity shall thereupon substitute for the Bank in relation to the Terms, all accounts and all services made available at that time by the Bank to the Customer and the Terms shall continue in force as between the Customer and such entity.

21.6 The Customer expressly consents that the Bank may assign or transfer all or part of the Bank's rights, benefits and obligations under the Terms or under all or any of the Customer's accounts maintained with the Bank without the Customer's prior written consent and disclose to any potential assignee or transferee or any other person proposing to enter into contractual arrangements with the Bank in relation to the same such information about the Customer as the Bank may think fit for the purposes of such contractual arrangements. The Customer, however, may not assign or transfer all or part of his/her/its rights, benefits and obligations under the Terms or under all or any of the Customer's accounts maintained with the Bank without the Bank's prior written consent.

21.7 In the event of any discrepancies between the English version and the Chinese version of the Terms, the English version shall prevail.

21.8 Any release, settlement, assignment, payment or discharge between the Customer and the Bank shall be conditional upon no security, disposition or payment to the Bank in respect of the Customer's liabilities or obligations or any other person being avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any law relating to dissolution, insolvency, composition or arrangement for the time being in force or for any other reason whatsoever and the Bank shall be entitled to recover from the Customer or any other relevant person the value which the Bank placed upon such security or disposition or the amount of such payment as if such release, settlement, assignment, payment or discharge had not occurred.

22. Amendments

22.1 The Bank may at any time amend, delete, replace or add any term of the Terms by giving prior notice to the Customer in accordance with the applicable code of practice.

22.2 Notice of amendment of the Terms may be given in any one of the following manner, which will be deemed to have been received by the Customer at the time of publication by the Bank:-

- (a) press advertisement;
- (b) prominent display of notice in the banking halls of the Bank;
- (c) phone-banking message;
- (d) notice posted on the website of the Bank; and
- (e) mailing.

23. Governing Law and Jurisdiction

23.1 The Terms and all disputes between the Customer and the Bank arising out of or in connection with the banking facilities or their banking relationship shall be governed exclusively by and construed in accordance with the laws of the Hong Kong and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

23.2 Each transaction or its underlying investment or instrument shall be subject to the laws of the jurisdiction where it is made or located and also the rules, regulations, guidelines, policies and directives of all relevant governmental and other regulatory bodies and agencies.

24. Claims in Different Jurisdictions

24.1 Without prejudice to Clause 23 above, any monies payable and/or due from the Bank under any account of the Customer whatsoever and/or any documentary credit, guarantee, indemnity, time deposit or under any other facility agreement whatsoever is payable solely and exclusively by the Bank in Hong Kong from which payment of the monies is due and shall be governed exclusively by the laws of Hong Kong unless expressly stated otherwise in writing. Any proceedings whatsoever for the recovery of any monies claimed to be due from the Bank and/or any alleged payment obligations of the Bank shall be instituted by the Customer exclusively in the courts of Hong Kong unless the Bank otherwise agrees in writing, and any judgment or order made against the Bank shall not be enforceable or executed against United Overseas Bank Limited and any of its other branches outside Hong Kong.

24.2 The Customer agrees and acknowledges that the Bank is entitled to take all action which the Bank may in its sole opinion consider necessary to be and remain compliant with all Applicable Laws.

24.3 The provisions herein shall not in any way prejudice or affect the rights of the Bank to recover in any jurisdiction whatsoever any debt due to it by the Customer under any account or agreement whatsoever with the Bank or to enforce in any jurisdiction whatsoever any security furnished by the Customer to the Bank.

**B. SPECIFIC TERMS AND CONDITIONS**

**(I) Specific Terms and Conditions for Current Accounts**

1. Deposits and Withdrawals

- 1.1 The current account shall be denominated in such currency as may be acceptable to the Bank.
- 1.2 In cases where several cheques or other instruments are presented at the same time and the total amount exceeds the balance in the current account (or any specified overdraft limit applicable at that time), the Bank shall be entitled to pay any one or more of such cheques or other instruments as the Bank may determine in its absolute discretion.
- 1.3 The Bank shall be entitled to dishonour cheques bearing signatures which are different from the specimen signature(s) of the Customer or the Authorized Person(s) filed with the Bank or deviating from the authorized manner in which the Customer or the Authorized Person(s) must sign notwithstanding that the cheques may otherwise appear to have been issued by the Customer or the Authorized Person(s).
- 1.4 The Bank shall not be liable to the Customer if the Bank dishonours any cheque which appears to have been properly drawn by the previous Authorized Person(s) and/or in accordance with the previous authorized manner but is presented after such Authorized Person(s) or authorized manner has/have been revised, or if the Bank honours any cheque which is presented before the notification of change has been processed and which appears to have been properly drawn by the previous Authorized Person(s) and/or in accordance with the previous authorized manner.
- 1.5 The Bank shall not be liable for paying on counterfeit, mutilated, altered and/or forged cheque whether due to the use of erasable ink, pens or typewriters or any other equipment with built-in erasure features or otherwise or by the use of cheque writers or franking machines or where the counterfeit, alteration and/or forgery cannot be easily detected or otherwise where the Customer has acted or omitted to act in a manner so as to have facilitated such alteration or forgery or use of such counterfeit or mutilated cheques.
- 1.6 Withdrawal from the current account may be made by cheques (in the case of a current account denominated in Hong Kong dollars or US dollars) or at the counter of the Bank on demand during banking hours of the Bank upon production of the requisite withdrawal slips in such form as the Bank may prescribe duly completed and signed/chopped by the Customer or such number of the Customer's Authorized Persons designated for the purpose of the relevant current account using a signature(s)/chop(s) which closely resembles the specimen signature(s)/chop(s) kept by the Bank.

2. Interest

- 2.1 No interest is payable on the credit balance of the current account.

3. Cheque Books and Cheques

- 3.1 The Customer may from time to time apply for a cheque book for his/her/its current account by giving an instruction to the Bank. The Bank may, at the Bank's discretion, forward it to the address of the Customer at the risk and expense of the Customer by mail or delivery by hand or alternatively, at the option of the Bank, hand over the cheque book to the bearer of the application at the Customer's risk.
- 3.2 Upon receipt of the cheque book, the Customer shall count the number of cheques and examine the current account number and serial number carefully to avoid any discrepancy, which if found must be reported to the Bank immediately in writing.
- 3.3 The Customer must keep the cheques safely and must inform the Bank immediately should any cheque be mislaid, lost or stolen.

4. Proper Drawing of Cheques

- 4.1 To prevent fraud and forgery, the Customer agrees that:
- (a) the amount in words and numbers should be written distinctly, in such a manner that extra words or figures cannot be added and as close to the preprinted cheque wordings and figures as possible. Any space remaining after the amount expressed in words should be covered with either a line throughout the space or by writing the word "only";

- (b) cheques drawn on the Bank shall be on forms supplied by the Bank and registered for the relevant current account. The Bank may in its absolute discretion refuse to honour drawings made on other forms;
- (c) the Customer shall use only non-erasable ink or ball-point pen in completing cheques in Chinese or English; and
- (d) the Customer should not pre-sign cheques in blank.

## 5. Altered Cheques

- 5.1 All alterations on cheques must be confirmed by the full and complete signature(s) /chop(s) by the Customer or such number of the Customer's Authorized Persons designated for the purpose of the relevant current account using a signature(s)/chop(s) which closely resembles the specimen signature(s)/chop(s) kept by the Bank.
- 5.2 The Bank shall be entitled to dishonour cheques where alterations are not confirmed in accordance with this Clause and the Bank shall have no liability for so doing.

## 6. Types of Cheques

- 6.1 The Customer understands that a "bearer cheque" is payable to the bearer of the cheque while an "order" cheque is payable to the payee named in the cheque only. Further, "crossed" cheque may only be paid through bank current accounts. Accordingly, when sending cheques through mail or otherwise, the words "or bearer" on the cheques should be deleted and the cheques should be crossed with two parallel transverse lines.

## 7. Certified Cheques

- 7.1 The Bank may (but is not obliged to) mark any cheque drawn by the Customer as "good for payment", "accepted" or "certified" to another bank and may immediately debit the current account with the amount of the cheque so marked, although it may not have been immediately presented for payment.

## 8. Stop Payment Order

- 8.1 All requests to stop payment on cheques should be made to the Bank in writing giving full details of the payee, amount, date and serial number of the cheques and would only be accepted by the Bank before the relevant cheque has been cleared or honoured for payment.
- 8.2 The Bank may refuse to comply with any "stop payment" or similar order representing any cheque or other instrument drawn on the current account:
  - (a) which the Bank has previously accepted, certified or marked "good for payment", whether at the request of the Customer or any third party; and
  - (b) until the Customer has given the Bank such written indemnities for so doing as the Bank may require.
- 8.3 The Bank shall have absolute discretion whether or not to act upon an oral request to stop payment on a cheque. All oral requests to stop payment on cheques once accepted by the Bank should subsequently be confirmed by the Customer in writing. The Bank assumes no responsibility and shall not be liable to the Customer for stopping payment in good faith following an oral request which is not confirmed in writing or a written request which appears to have been signed by the Customer or the Authorized Person(s).
- 8.4 While the Bank shall make every reasonable effort to stop payment, the Bank shall not, in the absence of negligence or willful default, accept any responsibilities for inadvertent payment of the cheques in question.

## 9. Overdraft

- 9.1 Unless otherwise agreed by the Bank, the current account shall not be permitted to be overdrawn.

- 9.2 A charge shall be levied on each cheque returned due to insufficient funds and the Bank may close the current account if such return of cheques continues.
- 9.3 Temporary overdrafts may be allowed in the absolute discretion of the Bank and interest on daily debit balance shall be charged monthly at the rate for the time being prescribed by the Bank and the Bank will inform the Customer promptly after exercising such right.
10. Return of Cheques
- 10.1 The Bank is authorized to return unpaid all cheques where are (i) incorrectly completed; or (ii) altered without authorization; or (iii) bearing dates subsequent to or more than six months prior to the respective dates of presentation; or (i) presented after the current account has been closed. The Bank shall have no liability to the Customer for any consequence of so doing.
- 10.2 All cheques shall remain the property of the Bank. Upon closing of the current account whether by the Bank or the Customer, the Customer shall forthwith return all unused cheques to the Bank. The Bank shall be released from any further obligations, and shall have the right to refuse payment of any cheque drawn on the Current and subsequently presented.
11. Retention of Cheques and Other Instruments
- 11.1 The Customer agrees that cheques and other instruments drawn on and paid by the Bank may:
- (a) be retained by the Bank and in such case, the Bank reserves the right to destroy all cheques and other instruments with respect to the current account without notice; or
  - (b) after having been recorded in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited (“HKICL”) for such period as is stated in the rules relating to the operation of HKICL and after this, they may be destroyed by the collecting bank or HKICL as the case may be and the Bank is authorized to contract inter alia with collecting banks and HKICL.
12. Non-Hong Kong Dollar Current Account
- 12.1 In the case of a current account denominated in non-Hong Kong dollars, the Customer:-
- (a) acknowledges that the operation of the other applicable clearing systems in Hong Kong is subject to their respective clearing house rules as the same may be modified from time to time;
  - (b) understands that the provisions of the applicable clearing house rules requires the Bank to indemnify the Hong Kong Monetary Authority and hold it harmless in respect of any liability, claim, loss, damage, and reasonable cost and expenses arising from or as a result of anything done or omitted to be done by the Hong Kong Monetary Authority or any other person in the management, operation or use of the other applicable clearing systems in Hong Kong and its facility;
  - (c) agrees to the provisions of the applicable clearing house rules to the extent that such rules are applicable or refer to the Customer or the Customer’s transactions;
  - (d) will, in the absence of negligence or wilful default on the part of the Bank, indemnify the Bank in respect of any liability, claim, loss, damage, and cost and expenses described in the applicable clearing house rules suffered by the Bank to the extent that such rules are applicable or refer to the Customer or his transactions; and
  - (e) acknowledges that the exchange market is volatile and shall bear all risks in exchanging his deposit from or to other non-Hong Kong dollars.
13. e-Cheques Deposit Services
- 13.1 The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by HKICL.

13.2 The Customer acknowledges and accepts that:

- (a) the e-Cheque Drop Box Service is provided by HKICL. In order to use the e-Cheque Drop Box Service, the Customer is required to register an e-Cheque Drop Box Account in accordance with the e-Cheque Drop Box Terms, and the Customer shall be bound by the e-Cheque Drop Box Terms in relation to usage of the e-Cheque Drop Box Service;
- (b) the Customer shall be solely responsible for performing its obligations under the e-Cheque Drop Box Terms and for the presentment of all e-Cheques by it or any other person using its e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than the Customer's same name account);
- (c) the Bank may provide e-Cheques Deposit Services at its discretion. In order to use the e-Cheques Deposit Services, the Customer shall provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and HKICL respectively from time to time. The Customer may also be required to sign forms and documents required by the Bank from time to time; and
- (d) the Bank has 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 Customer by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques.

13.3 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 HKICL. Unless otherwise stated in the e-Cheque Drop Box Terms, the Customer bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service.

13.4 Without limiting the generality of any provisions under the Terms and for the avoidance of doubt, the Bank shall not be liable for loss, damage, costs or claims of any nature whatsoever and however arising under or in connection with the following (or any of them): (a) the use of the e-Cheque Drop Box Service, whether by the Customer or any other person, or the e-Cheque Drop Box Terms; (b) the Customer's failure (if any) to comply with its obligations relating to the e-Cheque Deposit Services; (c) presentment of any e-Cheque payable to the Customer in accordance with the Industry Rules and Procedures despite the provisions in the Bills of Exchange Ordinance; and (d) any failure or delay in providing the e-Cheques Deposit Services, caused by, attributed to or resulting from any cause or circumstance beyond the control or anticipation of the Bank.

13.5 For the purpose of this Clause:

"Bills of Exchange Ordinance" means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.

"e-Cheque" 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.

"e-Cheques Deposit Services" mean the services offered by the Bank to a Customer from time to time for depositing e-Cheques.

"e-Cheque Drop Box" or "e-Cheque Drop Box Service" means an electronic drop box provided by 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 HKICL before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Account" means a user account for the e-Cheque Drop Box Service, and for which each user must register with HKICL before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

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

"HKICL" means Hong Kong Interbank Clearing Limited and its successors and assigns.

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

"Payee Bank" means the bank at which a Payee Bank Account is held.

"Payee Bank Account" means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with the Bank as Payee Bank into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.

"Payer Bank" means the bank which digitally signed an e-Cheque created by its customer.

**(II) Specific Terms and Conditions for Savings Accounts**

**1. Deposits and Withdrawals**

- 1.1 The savings account shall be denominated in such currency or currencies as may be acceptable to the Bank.
- 1.2 A savings account denominated in Hong Kong dollars may, at the option of the Customer, be a statement savings account, for which monthly statements will be provided. A savings account denominated in any other currency shall be a statement savings account for which monthly statements will be provided.
- 1.3 Withdrawals from a savings account may be made at the counter of the Bank on demand during the banking hours of the Bank upon production of the requisite withdrawal slip in such form as the Bank may prescribe duly completed and signed/ chopped by the Customer or such number of the Customer's Authorized Persons designated for the purpose of the relevant account using a signature(s)/chop(s) which closely resembles the specimen signature(s)/ chop(s) kept by the Bank.
- 1.4 Withdrawals may not be made by means of cheques, drafts, bills or other instruments.
- 1.5 Any payments made by the Bank to a person producing a withdrawal form purporting to be signed, sealed and/or chopped as authorized by the Customer shall have the same effect as if made to the Customer personally and shall, in the absence of negligence or willful default of the part of the Bank, absolve the Bank from all liabilities to the Customer or to any other party. The Bank reserves the right to require the Customer to make withdrawals in person and produce identification satisfactory to the Bank.
- 1.6 The Bank shall be entitled to prescribe the foreign currency in which an account may be denominated and the method of payment in respect of a savings account denominated in any currency other than Hong Kong dollars.

**2. Interest**

- 2.1 Interest shall accrue on the daily balance of the savings account and be credited to the savings account at such interval as the Bank may decide and notify to the Customer from time to time excluding the day on which the savings account is closed.
- 2.2 The Bank is entitled to prescribe the minimum balance required before interest becomes payable on the savings account(s).

**(III) Specific Terms and Conditions for Call and Time Deposit Accounts**

1. Deposits and Withdrawals

- 1.1 A call or time deposit shall be denominated in such currency or currencies as may be acceptable to the Bank. A time deposit shall be for such tenor as may be offered by the Bank from time to time and selected by the Customer. A time deposit advice is merely an advice of placement of a time deposit and is not a document of title or receipt.
- 1.2 A time deposit may not be withdrawn at any time before its maturity. However, at the request of the Customer, the Bank may (but is not obliged to) allow a premature withdrawal of a time deposit on such terms as the Bank may prescribe.
- 1.3 A call deposit may be withdrawn at any time by giving such prior notice as may be required by the Bank.

2. Interest

- 2.1 Unless otherwise agreed between the Bank and the Customer, interest on time deposits shall be calculated on the principal amount at a fixed rate for the entire deposit period. Interest on time deposits is calculated up to but excluding the maturity date and the interest is payable only on the maturity date.
- 2.2 Interest on call deposit shall be calculated on its principal amount and accrued on a daily basis at the call deposit rate as determined by the Bank from time to time.
- 2.3 For deposits which are denominated in any currency other than Hong Kong dollars, bank charges, adverse exchange rate movements or losses incurred as a result of depreciation in the value of the deposit currency due to fluctuation of currency rate may offset the interest accrued thereon or reduce the original principal amount of deposits.

3. Maturity and Renewal

- 3.1 If a time deposit denominated in Hong Kong dollars matures on a day on which it is not a Business Day, the deposit shall be payable on the immediately following Business Day and interest shall be paid up to but excluding that Business Day.
- 3.2 If a time deposit denominated in a foreign currency matures on a day on which it is not a banking day or is a Saturday in the principal financial centre of such foreign currency or is not a Business Day, the deposit shall be payable on the immediately following banking day which is not a Saturday in the principal financial centre of such foreign currency and which is a Business Day and interest shall be paid up to but excluding that day.
- 3.3 Unless otherwise instructed before maturity, a time deposit shall be renewed on maturity at the Bank's discretion on the similar terms but at the interest rate prevailing at the time the deposit is renewed.

# 一般銀行帳戶及服務條款與細則

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致： 大華銀行有限公司 香港分行香港分行 (於新加坡註冊成立的有限公司)  
(「大華銀行」或「本行」) ——香港《銀行業條例》下的持牌銀行

鑒於大華銀行同意開設並繼續維持若干帳戶，或提供若干服務，本人／吾等（「客戶」）同意受下列條款（「該等條款」）約束，其中包括一般條款及若干特定條款。

一般條款適用於及規管由客戶在本行所開設及不時維持的所有帳戶，以及本行不時向客戶提供的所有服務。

特定條款適用於及規管當中所指定的所有帳戶及服務。倘一般條款與任何特定條款相抵觸，在特定條款適用於有關帳戶或服務的範圍內，則以特定條款為準。

本行可不時就若干帳戶及／或服務規定附加條款，而附加條款須與該等條款一併參閱，並須被視為該等條款不可分割之一部份。

## A. 一般條款

### 1. 釋義

#### 1.1. 在一般條款中，

「適用法律」指根據以下各項，所有對本行和/或其他銀行集團成員有約束力的，適用於本行和/或其他銀行集團成員，和/或預期會由本行和/或任何其他銀行集團成員遵守的責任、要求或安排：(a) 任何現有或將來，不論香港境內或境外，任何法律、監管、政府、稅務、執法或其他團體、機構、部門或機關、或自我監管或行業機構或金融服務提供者協會的法例、法律、法規、規則、官方指令、命令、要求、法令、守則、準則或指引（不論是否具有法律效力）；

(b) 任何現有或將來，因本行和/或任何銀行集團成員的財務、商業、業務或其他利益或本地或海外的法律、監管、政府、稅務、執法或其他團體、機構、部門或機關、或自我監管或行業機構管轄權內或與之有關的活動，與本地或海外的法律、監管、政府、稅務、執法或其他團體、機構、部門或機關、或自我監管或行業機構、或金融服務供應商協會的合約安排或其他上述機構施加於本行和/或任何銀行集團成員的責任。為免生疑問，本釋義包括任何對本行和/或任何銀行集團成員有約束力，適用於和/或預期會由本行和/或任何其他銀行集團成員遵守，在海外帳戶稅收合規法案下的責任、要求或安排。

「獲授權人士」指經客戶授權就客戶在本行所開設之任何帳戶或本行向其所提供之任何服務向本行發出任何指示、執行或簽署任何票據，或操作客戶在本行開設之任何帳戶及／或代表客戶執行任何交易或使用任何服務的人士（無論是單獨或連同任何其他一人或多人）。

「銀行集團」指由以下機構組成的集團：本行和/或其控股公司、本行或其控股公司的任何附屬公司或關聯公司，以及各自的分公司、辦事處或單位，不論其是在香港或其他地方。

「銀行集團成員」指銀行集團的任何成員，包括每個成員的繼任人，受讓人 and 承讓人。

「營業日」指香港持牌銀行開門營業及香港銀行同業市場上港元交易的日子(星期六或星期日除外)。

「保密資訊」指任何資訊，一個合理的人會認為其是機密或屬專有性質的，包括但不限於客戶的個人資料，客戶的銀行帳戶資料和交易資料。

「海外帳戶稅收合規法案」指：

(a) 1986年美國國內收入法第1471至1474條；

(b)其他政府（包括香港政府）及監管機構之間任何與(a)有關的政府間協議、承諾備忘錄、承諾書，以及協議；

- (c) 任何就(a)簽訂或與(a)有關的，本行與美國國稅局和/或其他政府機構或監管機構的協議；及
- (d) 任何在美國、香港或其他地方就上述採用的法律、法規、規則、釋義或慣例。
- (e) 上述各項不時新增、修改、修訂或更換的版本。

「控股公司」，就任何公司或實體而言，指該公司或實體作為其附屬公司；「關聯公司」，就任何銀行集團成員而言，指任何銀行集團成員（單獨或連同任何其他銀行集團成員）直接或間接持有超過百分之二十（20%）投票權的股本或相等權益的股本的任何其他有關公司或實體。

「香港」指中華人民共和國香港特別行政區。

「美國國稅局」指美國國稅局。

「附屬公司」，就任何公司或實體而言，指其直接或間接控制下的任何其他公司或實體；就此而言，“控制”是指（直接或間接）實益擁有超過百分之五十（50%）投票權的股本或相等權益的股本，或通過合同或其他方式擁有直接干預其政策和管理的權力。

「美國」指美利堅合眾國。

1.2. 除文意另有所指外，特定條款中的所有大寫詞彙與其在一般條款中所界定者含義相同。（此條文只適用於英文版本）

1.3. 該等條款中所提述之時間乃指中華人民共和國香港特別行政區（「香港」）時間；詞語單數形式亦包括複數形式，反之亦然。

## 2. 委託書及指示

2.1 客戶可根據一般條款或特定條款（如適用）向本行發出指示並提交本行要所求的文件及資料，隨時在本行開設帳戶或申請由本行所提供的服務。

2.2 本行乃獲授權按客戶（或如屬聯名帳戶，則由構成客戶的所有有關人士聯名）或客戶就任何帳戶或服務所委任的若干獲授權人士，對有關帳戶或服務發出的指示行事。就客戶未有委任獲授權人士之帳戶或服務而言，本行乃獲授權根據被客戶就任何目的所委任之獲授權人士之指示行事。

2.3 書面指示可為正本或傳真件並由客戶或由客戶就有關帳戶或服務所委任之獲授權人士簽署或蓋章，簽署或所使用的印章須與本行所保存之客戶或有關獲授權人士（視屬何情況而定）之簽署或印章式樣近似。

2.4 在下述情況下，本行有權拒絕接納任何指示或按其行事，無論是提款或與帳戶或服務有關的任何其他交易或任何事項：

- (a) 本行在核實客戶或獲授權人士的身份時無法達至本行認為滿意的程度；
- (b) 本行對指示的真確性、明確性或完整性有任何懷疑；
- (c) 該等指示的形式或內容並不符合本行不時規定的要求、政策或慣例；
- (d) 指示與該等帳戶於操作當時有效的客戶帳戶委託書（如有）或書面授權並不相符；
- (e) 本行在執行首個該等指示前收到相衝突的指示；及

- (f) 執行該等指令與不同司法管轄權區的公眾或監管當局有關防止清洗黑錢、恐怖分子融資 或向受制裁人士提供服務的法律、規則、規例、指引、要求或建議並不相符。

及本行概毋須就上述拒絕行為所引起的後果向客戶承擔責任。

- 2.5 儘管第 2.4 條另有規定，並在不損害該段條文的原則下，本行可按本行本著真誠認為由客戶或獲授權人士發出的任何指示行事，且不會查詢發出或聲稱發出該等指示人士之身分或權限，或其真確性，儘管該等指示可能與客戶或獲授權人士向本行所發出的其他指示相抵觸，或該等指示出現任何錯誤、誤解、在傳送中出錯、屬於欺詐、偽造、無授權或不明確。
- 2.6 在不損害前述條文的原則下，本行在按任何指示行事前，可以其認為適當者要求客戶或獲授權人士以任何形式或方式就有關指示作出確認。
- 2.7 倘由客戶或獲授權人士簽署的任何支票或其他票據或任何指示的出示時間為其身故後，但在本行收到其身故的實際通知前，則本行可承付該等支票或其他票據，或按該等指示行事。
- 2.8 客戶須單獨承擔有關所有指示的準確性及完整性之責任。本行概不會對任何不完整、曲解或不準確指示所引致的後果負責。
- 2.9 本行並無責任取消或修訂任何指示，或接受任何要求取消或修訂任何指示。在本行向客戶確認收到客戶之任何取消指示前，不得視為本行已收到或已知悉該等取消及修訂指示。本行不會因其於先前任何時候曾按任何取消或修訂要求行事，而被視為已放棄不按任何取消或修訂要求行事的權利。
- 2.10 除本行另行同意，本行在其不時公佈之銀行正常辦公時間以外受到的任何指示，均會在本行下一個銀行工作天處理。
- 2.11 倘客戶選擇以印章或印鑒代替簽署方式發出指示，則客戶承諾安全保管該印章，並對因該印章之丟失或未經授權使用而招致的所有損失負責。
- 2.12 倘客戶或任何獲授權人士的簽署式樣或發出指示的方式出現任何變動，客戶須即刻以書面方式通知本行。本行有權在合理的時間（自收到通知起不少於七（7）個營業日內）處理該等變動的通知。在本行更新其紀錄前，本行有權根據當時的記錄承付客戶或獲授權人士所簽發的任何支票或其他票據，或按客戶或獲授權人士所發出的任何指示行事。

### 3. 電話及電子指示

- 3.1 客戶授權本行按其或獲其授權人士或聲稱由其透過電話發出的任何指示行事，或透過傳真或互聯網或本行不時接納的其他電子或電訊方式發出的指示行事，而毋須獲得客戶或任何獲授權人士的任何進一步授權、任何進一步通知或向其發出的任何進一步通知，亦毋須查詢該等指示的真確性，無論發出該等指示時的情況或交易性質如何，即使該等指示出現任何錯誤、誤解、欺詐或不明確亦然，同時亦不論作出或發出此等口頭或電子指示時是否獲客戶授權。
- 3.2 以電話或透過互聯網或其他電子方式所發出的指示，是指由能夠作出以下事項的人士所發出的指示：
- (a) 提供有關指示所涉及之任何帳戶號碼；
  - (b) 提供本行分配予客戶或獲授權人士有關指示所涉及任何帳戶之個人識別號碼；
  - (c) 在本行要求下，出示本行可接納的客戶或任何獲授權人士數碼證書；及
  - (d) 能夠出示或提供本行所要求的其他資料。
- 3.3 本行可接納客戶或任何獲授權人士的數碼簽署，惟須同時向本行提供數碼證書。客戶同意本行有

權將該數碼簽署視為相關人士親筆簽署。

- 3.4 客戶同意，倘為本行接納之認證機構所發出的數碼證書已在儲存庫內公佈，則本行可假定該證書所載資料屬正確無誤。
- 3.5 客戶承諾：
- (a) 確保及促致各獲授權人士確保其個人識別號碼的保密性及數碼證書的安全。倘客戶及各獲授權人士本著真誠並盡力保護其個人識別號碼及數碼證書，則對於根據本條透過互聯網或電子方式發出指示所作出的任何未經授權交易，客戶毋須承擔責任；
  - (b) 倘客戶知悉或懷疑任何未經授權人士知道客戶或任何獲授權人士的個人識別號碼，或任何未經授權交易已生效，則須在合理且切實可行的範圍內儘快通知本行。倘客戶未能如此行事，則客戶須就任何未經授權的交易承擔責任；及
  - (c) 就客戶或授權人作出欺詐或疏忽（包括未能妥為保護客戶或獲授權人士的個人識別號碼）行為所導致的所有損失承擔責任。
- 3.6 客戶須完全承擔以電話或透過互聯網或其他電子方式發出指示的風險。客戶同意，對於客戶因本行按該等指示行事(包括但不限於非客戶或獲授權人士所發出的任何口頭指示，以傳真或如上述透過互聯網或其他電子方式傳送之任何書面指示，而該等書面指示上任何簽署屬偽造或在其他方面未經授權)而可能蒙受之任何損失，本行概不承擔責任。
- 3.7 本行可以書面及／或錄音及／或任何其他方法記錄電話指示，且客戶同意，由或代本行就任何口頭指示作出的記錄／錄音，或（視屬何情況而定）以傳真、透過互聯網或其他電子方式傳送之任何指示副本，均須為該等口頭指示或傳真／互聯網／電子指示（視屬何情況而定）之不可推翻的及具約束力的證據，惟本行並無職責促使其任何職員就任何電話指示作出任何記錄／錄音，而即使未能作出上述記錄／錄音，亦不會以任何方式影響本文所述之授權或損害本行根據該等條款所得的權利。
- 3.8 客戶可經向本行發出書面通知，以取消透過本條所述任何特定渠道發出指示的方式。本行可終止接納透過本條所述任何特定渠道發出指示的安排，而毋須發出事先通知。
- 3.9 客戶明白，由於不可預料的互聯網流量擠塞、公開和公眾性質及其他原因，互聯網可能並非一個可靠的通訊媒介，而該等情況乃超出本行控制之外。該等情況可能會導致交易傳送延遲、數據傳送失誤、指示執行延遲或執行指示時的價格有別於發出指示的價格、本行與本人／吾等之間任何通訊上的誤解及錯誤、傳輸中斷、干擾等。在此等情況下，本行毋須就客戶因上述原因所蒙受或招致之任何損失或損害而承擔責任。
4. 存款
- 4.1 本行可不時釐定各類帳戶的最低首次存款額及最低餘額。
- 4.2 存款僅可按本行可能不時釐定的方式存放於本行。所有存款，尤其是外幣現金存入須經核實。
- 4.3 本行可在任何時候拒絕接受任何貨幣的支票、現金或金融票據（包括但不限於收款人姓名與客戶名字不完全相同的情況）為存款，而毋須給予任何理由。
- 4.4 就存入本行的支票（包括保兌支票）、匯票及所有其他票據之等值資金而言，需待本行以已清算資金形式收到有關款項後，方可提取。本行保留相關權利，在有關支票、匯票及該等其他票據遭拒付的情況下，從帳戶扣除該等貸方金額，或在本行就該等支票、匯票及該等其他票據所收取付款少於帳戶貸方金額的情況下，修改該等帳戶貸方金額。
- 4.5 所有存入支票均由本行僅作為託收代理人收取，倘本行並無疏忽或故意失責，則本行概不會對因其未能收款而未能向客戶付款或令客戶所造成損失承擔責任，無論是有關支票清算／託收所在

任何國家的任何付款限制、任何法律或規例，或任何往來銀行、支付銀行、金融機構、任何代理或分代理出現任何罷工或任何失責、疏忽或資不抵債，或是任何超出本行控制範圍之外的任何原因或其他原因。拒付支票可透過郵寄方式退回給客戶，相關風險及費用均由客戶承擔。

- 4.6 即使是本行已收到款項，倘相應的支付銀行、金融機構或任何代理及分代理在任何時候以任何理由（無論是否存在爭議）要求退還或償還該等金額，該等理由包括但不限於有關支票、匯票、郵匯、電匯或其他付款指示或票據乃屬於無效、失效或偽造發出，或在其他任何情況下導致該等支票、匯票、郵匯、電匯或其他付款指示或票據或其中任何部份可能遭受任何一方實際或可能的償還款項或退款申索，本行保留從帳戶中扣除任何貸方金額的權利。
- 4.7 倘本行在其不時設定的截止時間前，尚未能收到有關付款通知書，則可能不會將匯入匯款（無論是港元或任何其他貨幣）存入相關帳戶。在資金實際存入帳戶前，概不會就任何匯入匯款給予利息。
- 4.8 客戶同意將一種貨幣兌換為另一種貨幣，而不論出於任何原因，當中包括但不限於：
- (a) 為執行任何指示、評估客戶負債或執行本行在一般條款下、與任何服務或帳戶相關的權利（包括本行實行抵銷或合併帳戶），將存於客戶任何帳戶內的款項或本行結欠客戶的任何其他款項兌換為任何其他貨幣；
  - (b) 當本行到期償付任何帳戶餘額或其中任何部份時，將該等餘額或其中任何部份（若本行作出此選擇，則連同所兌換金額的應計利息）兌換為本行選定的另一種貨幣，而本行以該種貨幣進行償付亦即構成充分及全面履行上述款項的責任；或
  - (c) 將本行收到的任何款項（無論是存入任何帳戶或任何到期付給本行的款項）兌換為帳戶的計值貨幣或付款的貨幣（視情況而定）。本行可按其絕對酌情權決定的方式並按當時有效的匯率進行上述兌換。

客戶同意，該等貨幣兌換所引致的一切損失、費用及風險均由客戶獨自承擔。

- 4.9 本行僅須對其已明確表示同意支付利息的帳戶貸方餘額支付利息。利息將按本行不時釐定的利率及基準計算，惟該帳戶每日餘額不可低於本行不時要求以保持該帳戶支付利息資格的最低餘額。該等利息可按本行不時釐定之曆月中的任何一日記入帳戶。
- 4.10 為免生疑問，本條適用於以任何方式存放於本行的存款，無論是在本行分行透過櫃台存放，或通過本行不時提供的任何服務存款。
5. 提款
- 5.1 就各類帳戶而言，僅可按本行不時規定並已通知客戶的方式、條款及細則作提款。
- 5.2 就各類帳戶而言，僅可在本行收到其認為滿意的提款指示後方可作提款，而客戶須對所有該等指示承擔責任，無論有關帳戶是否有貸方結餘或其他情況。然而，倘沒有任何相反明確之約定，則本行毋須在帳戶內並無充足資金的情況下受約束履行任何提款指示。儘管相關帳戶內資金不足，本行仍可決定准許提款，而毋須尋求客戶事先批准或給予事先通知。客戶須向本行支付因此所引致的透支，及按本行不時釐定的利率／費率所產生的所有利息及費用。本行在行使該等權利後將盡快通知客戶。
- 5.3 客戶同意，在資金轉帳的過程中，客戶須在各方面單獨承擔所有該等資金轉送風險。倘本行並無疏忽或故意失責，則本行毋須對於任何訊息傳送過程中可能發生、或對任何郵件、電報、電纜電報、無線通訊、電報或電傳公司、互聯網服務供須商或本行、本行的聯絡人、代理或分代理或上述任何一方任何僱員之誤解或任何其他超出本行控制範圍之外的原因，而可能產生的任何損毀、中斷、遺漏、錯誤、疏忽、失責、失誤或延遲承擔責任。
- 5.4 倘本行收到一項以上提款指示，而該等提款總額超過客戶帳戶內的貸方餘額，則本行可按其絕對

酌情權決定執行何等指示，而毋須顧及該等指示發出的日期或收到該等指示的時間。

- 5.5 本行獲授權（但並非必須）安排任何帳戶內金額進行貨幣兌換，以清償為客戶所進行或擬進行交易而產生或將予產生的任何債務，或清償本行結欠客戶的任何債項，而客戶須承擔該等兌換的所須的費用。
- 5.6 本行有權按下述任何一種方式，悉數償付客戶存款或其中任何部份（連同其任何累計利息），無論是以同一貨幣、不同貨幣或任何不同貨幣組合償付：
- (a) 提供相關帳戶計值貨幣的現金；
  - (b) 向客戶發出由本行就某一國家任何銀行所簽發且按規定貨幣應付的支票，而客戶須向本行支付其規定的服務費；
  - (c) 按本行於相關時間以當時的買入價將其兌換為相等金額並以港元現金或本行的港元本票償付，而客戶須就此向本行支付其指定的服務收費；或
  - (d) 以上述任何兩項或以上的組合方式償付。
- 5.7 就大量現金或外幣提款而言：(i) 客戶須發出事先通知；(ii) 視乎現金及有關貨幣供應情況而定，及 (iii) 須支付本行要求的費用或佣金。就以港元以外的貨幣提款而言，除本行另行同意，否則僅可透過電報匯款、電匯或電子轉帳方式存入本行認為可以接納的帳戶，或本行指定之銀行所發出的本票。
6. 通訊
- 6.1 倘客戶曾向本行提供有關客戶及／或獲授權人士之詳細資料出現任何變動，客戶須盡快通知本行，該等資料包括姓名、出生日期、職業、住址、身份證明文件、國籍、為稅務居民的國家、相關納稅人識別號、電話、傳真或其他聯絡號碼、合夥人（合夥經營帳戶）、董事及公司組織章程大綱及細則（公司帳戶）以及章程文件及／或規則（社團、會社及其他非法團組織）等，客戶尤其必須按本文第 17.3 條通知本行關於任何會影響其稅務情況的資料變動。
- 6.2 凡本行向客戶發出的通告及與客戶之間的通訊，包括本行發送或發出的任何帳戶結單、確認通知、文件、任何其他票據（包括支票簿）及／或個人識別號（以下統稱「通訊」），可以郵遞、傳真或其他電子傳送方式、人手派遞或本行認為合適的其他方式發送往本行紀錄所載的客戶最後已知地址、傳真或其他相關號碼，且須（即使其無法交付或傳送或隨後被退回）：
- (a) 若經專人送達，於交付時視為送達；
  - (b) 若以郵寄方式發送至香港或海外地址，則分別於投寄兩個或七個營業日後視為送達；及
  - (c) 若以傳真發送，則於發送時間視為送達。其他通訊亦可於本行分行或報刊（香港主要中英文報章）、透過無線廣播、電視廣播或本行按其絕對酌情權選擇的任何其他媒體刊發，並於該等通訊刊發或廣播之日須被視為客戶已收到的日期。
- 6.3 經由本行的人員所作出並確認本行刊發任何任何有關通訊的陳述書，應對該客戶具約束力，並為此項事實的確證。
- 6.4 倘任何通訊在交付、傳送或發送的过程中延遲、遭截獲、丟失及／或未能到達客戶，或該等通訊內容在傳送過程中披露予任何第三方，本行毋須向客戶承擔責任。
- 6.5 客戶同意，在適用法律所容許的範圍內，任何現行法例及／或附屬法例規定須由人手派遞的文件，

可以掛號郵遞方式發送往本行紀錄所載的客戶最後為人所知地址。此外，客戶亦同意，如按上述掛號郵遞方式送達相關文件至香港或海外地址，則分別於郵寄兩個或七個營業日後，應視為已有效由人手送達，即使其無法交付或隨後退回。

6.6 本行向組成客戶之任何一人送達、發出、發送或交付任何通訊，須被視為本行向組成客戶之所有人士已送達、發出或交付有關通訊（視屬何情況而定）。

6.7 對於任何經電子付款、電匯、郵寄、速遞或其他方式進行任何通訊過程或因電腦服務及郵政服務停頓而造成的任何延遲、未能收取、錯誤或遺漏的情況，本行概不會承擔責任。客戶須單獨承擔由本行或客戶所作出的所有通訊可帶來之風險。

## 7. 帳戶結單／確認通知

7.1 帳戶結單或確認通知可由本行以平郵郵寄、電郵或本行不時釐定並已經向客戶發出通知的其他方式，按月或按本行不時釐定的其他相隔時段向客戶發出。如出現任何以下情況，本行可按其酌情權選擇不向客戶發出帳戶結單：

- (a) 已提供交易紀錄；
- (b) 自發出上次帳戶結單後該帳戶一直沒有交易；或
- (c) 上次帳戶結單後該帳戶並無未付餘額。

## 7.2 客戶有責任：

- (a) 核對帳戶結單及/或確認通知的所有記項；
- (b) 及時向本行報告任何違規、不一致或遺漏、記項不正確、錯誤或未經授權的交易，或內容或記項之失實之處；
- (c) 簽署及送回任何確認回條，其中包括為審計目的之確認回條；及
- (d) 及時在本行不時規定的期間內，以書面形式通知本行其有否收到向其發送的任何結單或確認通知。

7.3 倘本行在該等結單或確認通知日期後九十（90）天內，並未收到客戶的書面異議：

- (a) 客戶須視為最終：
  - (i) 已接納並受有關結單或確認通知所載交易／記項及餘額的有效、正確性及準確性約束；及
  - (ii) 已批准或確認所載記項表示之各項交易；
- (b) 就客戶而言，結單或確認通知（視情況而定）須視為客戶授權本行為其進行其中所載交易作出的不可推翻的證據；及
- (c) 客戶概不能就或因任何交易對本行作出任何申索，不論該申索是否因其中所載任何交易所產生、與之相關或由此而引致的。

7.4 本行有權調整帳目，以更正任何錯誤或遺漏。在上述第 7.3 條的規限下，本行可隨時更正任何結單或確認通知上的錯誤或遺漏，而任何經作出該等更正的結單或確認通知，均對客戶有約束力。本行有權就該類錯誤或遺漏所導致對任何帳戶的任何超額支付，要求退款及/或從該帳戶進行扣除。

## 8. 聯名帳戶、合夥經營帳戶、公司帳戶及信託帳戶

- 8.1 倘客戶乃由一位以上人士所組成，則組成客戶之所有人士須共同及分別受該等條款之約束，並共同及分別就與該等條款有關的所有協議、責任、權力、權限及債務承擔責任。
- 8.2 倘一位聯名帳戶持有人（聯名帳戶獲指定為信託或遺囑執行人帳戶者除外）身故，聯名帳戶上記入貸方的所有金額及所有投資、資產須為尚存者利益持有，並記入尚存者之帳下（不論帳戶委託書所載條款為何）。然而，此舉概不影響本行就該等資金、投資或資產因任何實際、或有或其他方面的任何留置權、押記、質押、抵銷或任何其他產權負擔或任何申索或反申索而產生的權利，以及就該等貸方餘額採取其認為適當之步驟（包括向具有司法管轄權的法院作出付款）的權利。由本行向該等尚存者或具有司法管轄權的法院所作出的任何付款，即構成本行完全履行其本身責任，且對所有帳戶持有人及其遺產代理人及繼承人具有約束力。
- 8.3 倘本行收到實際通知，知悉組成客戶之任何人士已破產、資不抵債、在清盤中、出現精神錯亂或其他精神障礙，則本行有權凍結或暫停其帳戶運作，並拒絕就其帳戶存取資金，而在發生以下事項前並毋須對客戶承擔責任：
- (a) 倘一名個人客戶或任何一名聯名帳戶持有人破產，則在委任破產管理人前；
  - (b) 倘一名個人客戶或任何一名聯名帳戶持有人出現精神錯亂或精神障礙，則在委任該出現精神錯亂或精神障礙客戶及其產業的受託監管人前；及
  - (c) 倘客戶清盤，則在委任清盤人前。
- 8.4 倘帳戶委託書規定須由所有戶口持有人共同操作帳戶，則在任何聯名帳戶持有人破產或資不抵債的情況下，只可由該名破產聯名帳戶持有人之破產管理人與其他聯名帳戶持有人共同簽署，方予操作或結束帳戶。
- 8.5 本行獲授權可將屬於或聲稱屬於任何一名或多名聯名帳戶持有人的資金存入其聯名帳戶。在終止聯名帳戶時，本行有權將該聯名帳戶內的結餘用作清償該聯名帳戶所招致的任何債務（無論到期與否）。此外，本行亦有權在清償相關債務後，開出以所有聯名帳戶持有人為收款人的銀行支票以退還上述款項或其中任何餘額，而不論有權享有該等資金之人士的身分為何。
- 8.6 倘客戶為合夥商號或獨資經營者，則下列規定能當適用（如適用）：
- (a) 倘商號的公司章程因任何理由（包括但不限於一位合夥人身故、辭職、被更換、加入、破產或其他事項）出現任何變動，本行可在未有收到相反書面通知的情況下，視其餘／新合夥人有充分權力運作該商號業務或處理帳戶事宜，並且視該商號公司章程並無出現任何變動無異。
  - (b) 即使該商號的公司章程有任何變動（如上文第 8.6(a) 條所述）、名稱有任何變動，或任何合夥人的任何權力被修訂／終止，該等條款均對所有的合夥人共同地及分別地具約束力。
  - (c) 即使該獨資企業或合夥商號的營業名稱有任何變動，該等條款均對該獨資企業或合夥商號具有約束力。
- 8.7 本行並無責任辨認客戶以外的任何人士對有關帳戶擁有任何權益。倘本行在客戶名下「以信託形式」或「作為代名人」或使用類似名稱開設帳戶，無論是否為一個特定第三方，本行可僅接納與客戶有關的支票及其他支付指令及其他指示，而毋須獲得任何人士就有關任何信託執行之情況作出同意。

## 9. 費用、收費及扣款的權利

- 9.1 本行可不時就其所開設任何帳戶及其提供任何服務按其時規定收費收取服務收費、費用及佣金。服務收費、費用及佣金收費詳列於本行不時發佈的收費表內。經向客戶發出適用實務守則所要求的事先通知，本行可不時調整適用任何帳戶及客戶所使用之服務的任何費用及收費。
- 9.2 本行、任何銀行、金融機構、非金融機構、代理人或合約就有關帳戶的任何交易或指示、履任何責任或提供任何服務而可能徵收的所有任何性質的銀行手續費、佣金、行政事業性收費、利息與費用（包括但不限於任何郵費、電訊及支票相關收費），均須由客戶承擔。
- 9.3 客戶同意對透過或以其他方式使用任何服務取用帳戶所招致的所有費用負責（包括但不限於任何電話費及互聯網服務供應商的收費）。
- 9.4 客戶同意承擔本行所收取的所有管理費及本行為處理與任何帳戶或其中資金有關的第三者債務扣押令、強制令或其他法庭命令或訴訟程序而招致的所有費用及開支（包括法律費用）。
- 9.5 在該等條款下，客戶的任何付款應免於且不涉及任何應繳付的稅項或徵稅方面的任何扣除或預扣。倘客戶根據任何適用法律而須承擔該等扣除或預扣，則到期應付本行的金額須作相應增加，以使本行所收到金額相當於無該等扣除或預扣的金額。
- 9.6 客戶授權本行可隨時就客戶到期應付本行或可自客戶收回的所有金額自帳戶內扣除利息，惟不可損害本行對客戶或任何第三方的權利及補償，儘管客戶可能會招致任何利息收益損失，或原來本金因銀行手續費及／或不利率率變動而減少。
- 9.7 本行可將其費用或收費計入本行向客戶所報投資價格或費率。客戶同意本行就其為與客戶帳戶有關而進行的交易，接受任何人士提供的回佣、費用、非金錢利益或其他利益。
- 9.8 客戶須將應償還予本行的所有款項，以應付貨幣存入本行通知客戶的指定帳戶。

## 10. 負債及負債證明書

- 10.1 客戶須就應償還及欠付本行的所有費用和其他款項，以及本行因採取任何行動以維護其權益而蒙受或招致的任何損失或開支，按本行不時全權酌情釐定的利率向本行支付利息。該等利息須按本行釐定的基準計算並計入當時欠付本行的款額，以計收相應利息，直至悉數償付欠下本行的所有款項及利息為止（無論是在判決之前或之後）。
- 10.2 由本行簽發列明客戶到期應付本行之金額、任何特定時間的利率及匯率，就所有目的（包括法律訴訟目的）而言乃為最終及不可推翻的。
- 10.3 本行可委託收數公司追討客戶結欠本行的任何逾期未還欠款。客戶須向本行就上述行動所產生的所有費用及支出作出彌償保證。

## 11. 留置、抵銷及合併帳戶的權利

- 11.1 在不損害本行在法律上可能擁有之權利的原則下，本行有權（但並非必須）隨時在未有事先通知的情況下而合併或綜合客戶的全部或任何帳戶，或客戶之任何一名或多名帳戶持有人的帳戶，無論其是否單獨持有或與任何其他人士聯名及／或以任何方式、名義或形式（包括獨資企業的營業名稱），並將任何一個或多個該等帳戶（無論位於何處，包括海外分行）內任何貸方餘額（無論到期與否）用以抵銷客戶或一名或多名帳戶持有人在任何帳戶或在任何方面以任何方式、名義或形式之負債，無論該等負債是現時或未來、實際或或有、主要或附屬、分別或共同之負債。此外，只要客戶對本行的任何負債為或有或未來性質，本行向客戶自客戶任何帳戶內貸方金額支付任何款項的責任須予暫停（以償還該等負債所必要的金額為限），直至或有或未來事件發生為止。客戶倘因任何原因未能向本行清償任何負債或違反該等條款內的任何條款，本行則有權行使本條賦予本行的權利。本行在行使該等條款所賦予的任何權利後將盡快通知客戶。

11.2 就客戶結欠本行任何未清償負債而言，無論屬實際或或有、現時或未來、共同或各別、直接或間接，且無論其性質如何，均將適用下述條文：

- (a) 客戶以本行為受益人，按第一固定押記方式押記及轉讓，並同意押記及轉讓由本行或其代名人就帳戶所持有客戶的全部投資及資產（包括但不限於客戶的所有證券、單位信託、互惠基金及集體投資計劃中的其他權益），作為客戶上述未清償債務的持續抵押。倘客戶屬個人（一人或多人），客戶以本行為受益人：
  - (i) 按第一固定押記方式押記及轉讓，並同意押記及轉讓客戶對所有帳戶（客戶來往帳戶除外）貸方餘額的所有權利、擁有權及權益，以及客戶收取本行或其代名人就帳戶所持有之任何投資及資產所產生利息、股息及其他利益的權利；及
  - (ii) 按浮動押記方式押記及轉讓，並同意押記及轉讓客戶對本行所開設來往帳戶內貸方餘額的所有權利、擁有權及權益，作為對客戶上述未清償負債的持續抵押。
- (b) 根據本條款所設立之抵押，均不受帳戶任何中間償還或客戶自帳戶或上述投資或資產提款（包括但不限於客戶證券、單位信託、互惠基金及集體投資計劃中的其他權益）或本行動用其中或上述投資或資產的影響。根據本條款所設立之抵押亦附加於、並不損害且不會合併於本行所持有之任何其他擔保、留置權、或其他證券，且不損害本行透過法律或其他方式可能擁有的任何留置權、抵銷權或任何其他權利或補救措施。
- (c) 客戶不可撤回地委任本行為客戶的受權人，並擁有全部權力及權限不時代客戶及以客戶名義或其他方式在本行絕對酌情決定下採取任何行動、簽署本行認為就完成本文件目的而言屬必要或適宜之任何文書，並於其上蓋章。
- (d) 未經本行事先同意，客戶不可從帳戶或本行或其代名人就帳戶所持有之任何投資或資產（包括但不限於客戶的所有證券、單位信託、互惠基金及其他集體投資計劃中權益）中提款，包括任何利息、股息或上述項目所產生任何利益。

11.3 未經本行事先書面同意，客戶不可以任何第三方為受益人而轉讓或設立就在本行的任何帳戶之任何權利、擁有權或權益，或本行或其代名人就帳戶所持有之任何投資或資產（包括但不限於客戶的所有證券、單位信託、互惠基金及其他集體投資計劃中權益）之任何押記、按揭、第三方權益或產權負擔。

11.4 本行亦有權保留可能存放於本行或以其他方式由本行或以客戶名義或其任何一名或多名持有人名義持有（無論是否為安全保管目的抑或是其他目的）的全部或任何證券、貴重物品或任何其他財產，而不論其位於何處；並有權按其釐定的價格將其或其中部份出售（無論是透過公開拍賣、私人協約或招標方式）。同時，本行可就此僱用代理或經紀，並動用上述所得款項，先扣除所有費用及開支，再抵銷客戶就及／或因其與本行之間所訂立任何交易而結欠本行的任何及所有金額。

## 12. 帳戶及服務的可用性或變更

12.1 本行可在未有事先通知的情況下，不時決定或改變使用任何客戶帳戶及／或本行向客戶提之服務的次數或方式，包括但不限於透過或在該帳戶及／或服務下所提供的交易類型、提款或交易限額、服務、特色、產品以及貸款設施。

## 13. 結束帳戶或終止服務

13.1 除本文另有規定，本行可隨時在未有給予任何理由的情況下：

- (a) 結束帳戶；
- (b) 全部或部份終止、撤回或撤銷任何服務；及／或

- (c) 凍結或暫停任何帳戶（及後解除凍結或暫停）或預扣任何帳戶內的任何款項，並且在上述各項情況下，於本行認為合適的時間內實行。在可行和適用法律允許的範圍內，本行將給予客戶合理的事先通知（一般不少於十四（14）日前），儘管有上述規定，在特殊情況下，則毋須發出事先通知。該特殊情況可能包括，但不限於，帳戶或服務被用於犯罪活動或未能按本行滿意的方式予以維持，或如適用法律要求本行採取該措施，或如本行需要遵守內部政策（客戶將獲事前通知）或適用的監管機構法令或制裁。客戶不可向本行追究就此引致的任何損失或損害。

就本條而言，「監管機構」包括，但不限於，法律、監管、政府、執法、稅務、或其他團體、機構、部門或機關、或自我監管或行業機構（不論在香港或其他地方）。

### 13.2 一旦結束任何帳戶或終止任何服務：

- (a) 有關帳戶的客戶應付款項所有金額將立即到期；
- (b) 與有關帳戶及服務相關的所有未完成指示，均將視為已由客戶取消；
- (c) 在帳戶結束或任何服務終止後，倘以現金、匯票或本票或以本行認為合適的其他方式支付客戶，本行對客戶的任何付款責任將被視為有效且充分地履行；
- (d) 除本行另行同意，已結束或靜止戶內任何無人申領的餘額均不予累計利息；
- (e) 客戶須立即將屬於本行的財產（包括但不限於與已結束帳戶或已終止服務相關而未使用的支票簿）歸還本行；
- (f) 就已結束帳戶或已終止服務的貸方結餘而言，本行可按其可能認為適當的方式，包括以平郵方式向本行記錄所載的最新客戶地址發送支票、匯票或股票，向客戶退回該等款項或股票證書以履行對客戶的責任，當中風險由客戶承擔；及
- (g) 本行可以（但並非必須）按其認為合適的價格及條款出售、變賣或動用任何投資項目或對未平倉合約進行平倉，且本行在並無疏忽或故意失責的情況下概毋須對客戶承擔任何責任。

客戶須就上述事項承擔費用。

### 13.3 客戶在該等帳戶結束或服務終止或撤銷後對累算至帳戶結束或服務終止或撤銷當日的的所有服務費、費用、收費、支出及款項的繳付責任仍然有效。

## 14. 陳述及保證

### 14.1 客戶茲陳述、保證並承諾：

- (a) 客戶乃以主事人身分（而非代表任何其他人士進行交易，除非以書面形式另行通知本行），並有足的能力及權力接納並同意該等條款，以開設及維持不時於本行開設的所有帳戶、使用客戶不時申請的服務，並向本行不時發出任何指示；
- (b) 接納及同意該等條款、開設及維持不時於本行開設的所有帳戶、使用客戶不時申請的服務，並向本行不時發出任何指示所必要的所有授權、同意、牌照或批准（無論是根據任何適用的法律或其他），均已被獲取並將持續具有十足效力及作用；
- (c) 客戶已為本行提供本行可能需要的所有文件或其他資料，以使本行和/或任何其他銀行集團成員能遵行適用法律的要求，而客戶同意，於本行以書面或其他方式提出要求後七（7）日內，向本行提供所有上述文件或其他資料。

- (d) 該等條款、其履行及本文所載之責任，不會且將不會：
- (i) 與客戶須遵守的任何現行適用法例、法規、條例、規則或規例或任何判決、判令或許可證，或客戶的公司組織章程大綱及細則或附則（如適用）中的任何條文相抵觸；及／或
  - (ii) 與客戶為訂約一方、須予遵守或客戶任何財產須受約束的任何協議或其他文書相衝突或構成違反其條款或協議或其他文書構成違約；
- (e) 客戶（事先以書面形式向本行披露者除外）並非獲證券及期貨事務監察委員會發牌或登記人士的職員、代理人或僱員；
- (f) 在未有本行事先書面同意下，客戶以外之任何人士概無或將無獲取任何帳戶或本行或其代名人為客戶所持有之任何現金或資產之任何實益或其他權益、抵押或其他權利，任何有利於本行的抵押或障礙則除外；
- (g) 客戶乃就其存入本行之客戶投資項目（除非該等其他人士或實體已以書面形式向本行披露）最初發指示的最終負責人及最終實益擁有人；及
- (h) 不論根據任何證券法例、稅法或任何其他法律，客戶已被允許在其居住地不受限制地，認購、贖回、兌換、交換、購買、出售或以其他方式處置為本行所接納的投資項目及其他資產。倘客戶須為或被視為受到任何限制，客戶須立即通知本行。
- 14.2 每當向本行發出任何指示、設立或開設任何客戶帳戶，及本行為客戶存入或收取任何現金、資產或票據，或使用任何服務時，本條所載的陳述、保證及承諾須被視為重複作出。
15. 責任豁免及彌償保證
- 15.1 在不損害本文其他條款一般性的原則下，倘本行並無疏忽或故意失責，概毋須對客戶因任何原因而蒙受或招致的任何損失、損害或費用承擔責任，包括但不限於：
- (a) 本行對任何帳戶的操作及所提供的任何服務；
  - (b) 任何所提供服務因任何理由或任何原因受到限制或影響；
  - (c) 任何往來銀行、經紀、代理人、保管人或在任何交易中的其他各方的行為、遺漏、疏忽或失責；
  - (d) 本行根據該等條款信賴其本著真誠認為由客戶或一位獲授權人士發出的任何指示，儘管該等指示條款存有任何錯誤、誤解、欺詐或不明確的地方；
  - (e) 更改指示及／或假冒客戶或任何獲授權人士的簽署；
  - (f) 可能會干擾本行任何服務的任何電腦病毒或系統病毒干擾、破壞或任何其他原因，或與本行任何服務一起使用的電腦軟件或設備（無論屬於本行與否）因任何原因而發生任何故障或失靈；及
  - (g) 因本行無法控制或意料之外的原因而導致任何本行記錄的損失、破壞或錯誤。
- 15.2 本行在任何下述情況下概毋須對客戶承擔責任：
- (a) 由於稅收、折舊或匯率波動而導致帳戶內的資金減值；或
  - (b) 因任何下述事項而導致資金無法動用：

- (i) 任何國家政府及監管機構制訂或修訂與於外匯管制、兌換管制、凍結、延期償付、沒收、徵用、某一國家貨幣因故改變、非自願轉帳或任何形式的扣押有關的法例、規則、規例或任何法令；
- (ii) 於任何國家內的不可抗力、自然災害、工業行動、戰爭、恐怖活動、內亂、暴動或政治或經濟混亂；或
- (iii) 香港或其他地方出現超出本行控制範圍之外的任何其他情況。

15.3 倘發生第 15.2 條所述的任何事件，本行有權按其絕對酌情權決定將存款貨幣兌換成任何其他貨幣，並取回本行所招致的重置資金成本及／或任何其他費用及支出，而無須向客戶發出通知。

15.4 本行並非以投資顧問之身份行事。由本行就客戶之投資項目向客戶所提供的任何資料，僅供客戶參考及作為資料用途。客戶的所有投資項目，均由客戶獨自根據其判斷作出。本行概不會對向客戶所提供的任何資料當中任何不準確或不完備之處，或對客戶在收到該等資料所進行任何交易的表現或業績承擔責任。

15.5 除本行以書面形式另行明確同意，本行概不對客戶承擔任何諮詢、受信或類似或其他的職責。本行假設（並依賴該假設）客戶已就任何帳戶或服務或就本行與客戶之間或由本行根據有關指示所進行的交易，採納必要且獨立的法律、稅務、財務及其他意見。

15.6 本行在任何情況下概不會就客戶的利潤損失、間接、特別或相應損害承擔責任。

15.7 客戶須就本行因任何原因而蒙受或招致的一切損失、費用、損害賠償、申索及開支（包括律師費及訟費），向本行及本行所有僱員、職員、代名人、董事及代理人作出十足彌償，包括但不限於：

- (a) 本行根據該等條款處理或執行聲稱向本行發出的任何指示，無論該等指示是否未經授權、不準確或不完整；
- (b) 本行向客戶因提供任何服務及履行其銀行職能（包括但不限於作為收款或支付銀行而保證任何託收時須出具支票、押匯、票據、匯票、股息單或其他票據的加簽或兌現，而該等保證須視為應客戶要求而發出）；及／或在託收或支付任何託收時須出具的支票、押匯、票據、匯票、股息單或其他票據；
- (c) 本行根據該等條款而對其權利的保留或強制執行相關的事項或因客戶不遵守任何該等條款所引致的事項；
- (d) 與任何一方因任何原因就客戶或任何帳戶所採取任何行動的相關的事項（包括但不限於任何非法的、欺詐的、疏忽的或未經授權使用的任何帳戶及／或服務）；及
- (e) 與本行為保護任何帳戶及／或服務或與任何帳戶及／或服務有關而介入任何性質的法律程序。

本彌償保證在客戶帳戶、服務或該等條款終止後繼續有效。本行有權在帳戶（包括客戶與其他人士聯名持有的帳戶）內保留其釐定為必要的款項，以彌償本行代表客戶／或就任何帳戶及／或服務而蒙受、招致或有責任支付的任何損失、費用、損害、申索及開支。

15.8 對於根據該等條款或與之有關而產生或因未能或延遲執行任何指示（包括常行指示）、任何通訊系統失靈或故障或任何超出本行控制或預計範圍之任何原因而導致任何性質的損失、損害、費用或申索，本行概不承擔責任。

## 16. 客戶資料

16.1 客戶確認收到本行就有關《個人資料（私隱）條例》（「私隱條例」）向客戶發出的通知（「通知」），並同意根據本行不時修訂的通知條款處理客戶的資料。

16.2 客戶茲保證：

- (a) 客戶將在取的其推薦人的事先同意後，方向本行披露其姓名及其他個人資料；及
- (b) 客戶向本行所提供的全部資料均於在自願的情況下提供，該等資料在所有方面均屬真實、正確及完整。

17. 國際稅務規定

17.1 在不限制本文第 16.1 條的一般情況下，客戶同意本行，銀行集團成員及其各自的代理人（不論在香港或其他地方）收集，儲存，及披露任何保密資訊予代表本行，銀行集團成員以及其各自的代理人向客戶收集或支付款項的人士，以及適用法律所要求的本地和外地政府機關（包括但不限於稅務當局）。本行亦可能需要就客戶的直接和間接的股東或其他擁有人或權益持有人，受益人，財產授予人或信託的受託人的資料（如果該客戶是一個信託）作出呈報。儘管有任何適用的保密協議，客戶的同意均具有效力。客戶現陳述其已向任何第三者就提供給本行的資料取得准許 本行以及其代理人執行本條款中描述的行動所須的同意和豁免，而且在未來會於提供類似的資料 給本行之前取得任何所需的同意和豁免。

17.2 客戶同意提供所有本行、任何其他銀行集團成員和/或其各自的代理人（不論在香港或其他地方）可能需要的文件或資料，以使其可按照適用法律訂立客戶記錄，包括但不限於出生日期、國籍、為稅務居民的國家和相關納稅人識別號。

17.3 如根據適用法律，客戶的稅務狀況有任何變更，客戶須於變更三十（30）日內以書面通知銀行。客戶確認本行可能需要附加文件或其他資料處理任何有關變更，並同意提供所有本行需要的文件 或其他資料。

17.4 如果根據適用法律，客戶的部份收入需要呈報而部份則不需要，本行、其他銀行集團成員和/或其各自的代理人（不論在香港或其他地方），在適當情況下，將呈報所有收入，除非本行能合理地確定需要呈報的數額。

17.5 客戶特此授權本行，銀行集團成員及其各自的代理人（不論在香港或其他地方），在適當的情況下，預扣或從任何款項中收取任何所需的稅項或其他政府評估的稅項，包括但不限於任何在適用法律下需要預扣或扣減的款額。

17.6 就適用法律下准許的最大範圍內，倘損失不是由本行的疏忽、故意失責或欺詐引致，本行，銀行集團成員及其各自的代理人（不論在香港或其他地方）毋須向客戶因根據本條遵行適用法律或本行，銀行集團成員及其各自的代理人（不論在香港或其他地方）由於客戶或其他第三者提供的 不正確或不完整資料而就評定客戶是否需要繳稅或有呈報稅務的責任作出錯誤的裁定而承受的任何合理的損失、費用、開支、損害賠償和責任承擔責任。

17.7 客戶確認若其未能根據本行的要求和需求提供準確和及時的資料，本行可能會視客戶為不合作和/或有呈報的需要，並對客戶採取所有必要的行動以使本行滿足適用法律的要求，包括但不限於本條下規定的呈報責任。

17.8 就客戶和本行之間達成的任何協議，如該協議對本行提供較小或性質較輕微的權力，本條將凌駕任何該協議下不一致的條款或客戶提供的同意。

17.9 本行或任何其他銀行集團成員可採取（或選擇不採取）任何其全權認為會在香港或世界其他地方適當地滿足任何預防逃稅的責任的行動。這可能包括，但不限於，調查和攔截進出客戶帳戶的款項（特別是在國際轉移資金的情況下），調查資金的來源或其預期收受人，與本地和國際稅務機關共享資料和文檔，並從客戶的帳戶預扣收入，並將其轉移到有關稅務機關。如果本行或其他銀行集團成員不信納在客戶帳戶進出的款項是合法的，本行有權拒絕處理。

## 18. 本行的代理人

18.1 本行可就代客戶收款或其他銀行業務事宜，使用其認為合適且無論位於任何地方的任何銀行或代理的服務。該等銀行或代理須被視為客戶的代理，而本行在任何情況下概不會就任何該等銀行或代理的任何行為或遺漏，或因任何文書傳遞過程中或在該等銀行或代理管有期間之丟失、失竊、破壞或延遲交付向客戶負責或承擔責任。本行所招致的所有費用均由客戶承擔。

## 19. 託管郵件服務

19.1 客戶可不時申請使用本行的託管郵件服務。倘本行接受客戶的申請，則本行乃獲授權代表客戶接收並持有根據本文與客戶申請有關且向客戶發出的通知、通訊、確認書及結單，直至其獲客戶或客戶獲授權代表領取。本行代客戶所發出及託管的通知、通訊、確認書及結單，須被視為在發出日期已向客戶妥為傳送。

19.2 本行可處置在其不時規定時限以後客戶仍未領取的任何通知、通訊、確認書及結單。客戶接納與託管郵件服務相關的所有後果及風險，包括但不限於延遲、錯誤、欺詐或偽造風險。客戶將就上述事項所導致的所有申索、損害、要求、行動、費用及損失向本行作出彌償，惟因本行疏忽或故意失責引起者除外。

## 20. 第三者權利

20.1 除該等條款另有明文作出相反約定外，非該等條款協議一方的人士無權根據《合約(第三者權利)條例》(香港法例第623章)執行該等條款下的任何條文。無論該等條款中任何條文如何約定，就該等條款的修訂或更改(包括就任何責任的解除或妥協)或就任何服務或該等條款的終止之協定均無需取得任何第三者的同意。若有第三者在該等條款下被賦予權利，則該等權利不得被轉讓或轉移。

## 21. 其他事項

21.1.1 本行的未能或延遲行使該等條款下或其他方面的任何權利、權力或特權，並不構成豁免該等權利、權力或特權；而該等權利、權力或特權的單次或部份行使、執行或豁免將不會妨礙本行進一步行使、執行該等或任何其他權利、權力及特權。

21.2 倘根據任何適用法例，該等條款內所載任何一條或多條條文在任何方面已為無效、不合法或無法執行，則本文所載其餘條文的有效性、合法性及可執行性仍不會受到任何方式的影響或損害。

21.3 儘管本文所載任何其他條文另有規定，倘因任何適用法例、規例或規管要求(無論其是否具有法律效力)、其當中的任何修訂、相關司法判決、釋義、執行或適用性使本行維持或履行其於本文項下任何責任變成(從本行的角度看似已經變成或將變成)違法或以其他方式被禁止，本行會就此通知客戶有關情況，而客戶則須在收到本行上述通知後立即支付結欠本行的所有款項。

21.4 該等條款適用於本行及客戶、其各自的繼承人及許可受讓人之利益並具有約束力。

21.5 即使發生下述事項，該等條款對客戶仍具約束力：

(a) 本行的名稱或章程有任何修改；或

(b) 本行與任何其他實體進行整合或合併；在此等情況下，該等實體須就該等條款、所有帳戶及本行當時向客戶提供的所有服務而隨即取代本行，而該等條款在客戶及該等實體之間將持續有效。

21.6 客戶明確同意，本行可轉讓或出讓本行在該等條款下或所有或任何客戶於本行開立之帳戶下的全部或部份權利、利益及責任，而毋須取得客戶的事先書面同意，且本行可向任何可能成為受讓人或承讓人的人士或建議就上述權利、利益及責任簽訂合約協議的任何其他人士披露本行認為就簽訂上述合約協議而言屬於合適的客戶之資料。然而，在未有本行發出書面同意的情況下，客戶概

不可轉讓或出讓其根據該等條款或其所有或任何於本行開立之帳戶下的全部或部份權利、利益及責任。

21.7 該等條款的中英文版本之間如有歧異，則以英文版本為準。

21.8 客戶與本行之間任何解除、結算、轉讓、付款或清償的條件，乃就客戶負債或債務或任何其他人士而向本行作出的任何抵押、處置或付款，且並未因當時有效的解散、無力償債、債務重整協議或債務償還安排有關的任何法例或任何其他原因而令至無效或作廢或勒令退回、付清、付還或減少。同時，本行有權向客戶或任何其他有關人士收回本行就該等抵押或處置所賦予的價值或該等付款的金額，並與上述解除、結算、轉讓、付款或清償未發生的情況無異。

## 22. 修訂

22.1 在本行按照適用實務守則向客戶發出事先通知後，本行可隨時修訂、刪除、更換或添加該等條款中任何條款。

22.2 該等條款的修訂通知可透過下述任何一種途徑發出，而本行公佈的時間將被視為客戶已收到該等通知：-

- (a) 新聞廣告；
- (b) 於本行大堂的當眼位置貼出通知；
- (c) 於電話理財播放訊息；
- (d) 在本行網站上刊登通知；及
- (e) 郵寄。

## 23. 管轄法例與司法管轄權

23.1 該等條款以及客戶與本行之間因銀行服務或銀行業務關係而引起的或與之相關的爭議，須受香港法例專有地管轄，並須按照香港法例詮釋。訂約各方茲不可撤回地接受香港法院的非專有司法管轄權。

23.2 每筆交易或其潛在的投資項目或票據，均須受其創造或所在司法管轄權區的法律以及所有相關政府機構、其他監管機構及部門的規則、規例、指引、政策及指令所限制。

## 24. 在不同司法管轄區提出申索

24.1 在不損害上文第 23條的原則下，本行在客戶任何帳戶及／或任何跟單信用證、擔保、彌償保證、定期存款或根據任何其他融通協議應償還及／或欠付的任何款項，僅由本行在香港於到期時支付，並受香港法例的管轄，惟另有明文書面規定則除外。除本行另有書面同意，客戶僅可在香港法院就收回本行所欠付任何款項及／或本行任何的付款責任提出法律程序。客戶概不可對大華銀行有限公司及其任何其他於香港境外的分行執行或行使任何就本行作出的判決或命令。

24.2 客戶同意並承認，本行有權採取所有其全權認為必須和持續遵行所有適用法律的一切行動。

24.3 本文所載條文概不會以任何方式損害或影響本行在任何司法管轄區收回客戶在本行所開立任何帳戶或在與本行所簽訂任何協議下而結欠本行的任何債務或於任何司法管轄區執行客戶向本行提供任何抵押的權利。

## **B. 特定條款與細則**

### **(I) 往來戶口特定條款及細則**

#### **1. 存款及提款**

1.1 往來戶口須以本行接納的貨幣計值。

1.2 若數張支票或其他票據同時提示承兌，而總額超過往來戶口餘額（或當時適用的任何指定透支限額），則本行有絕對酌情權決定承兌任何一張或多張支票或其他票據。

1.3 若支票的簽署與客戶或獲授權人士提交予本行的簽署樣式不同，或並非以客戶或獲授權人士的認可方式簽署，即使支票在其他方面看來是由客戶或獲授權人士簽發，本行亦有權拒付。

1.4 本行可以拒付看來是由原獲授權人士妥為簽發及／或按原認可方式簽發但於該等獲授權人士或認可方式變更後提交的任何支票，或承兌於變更通知獲處理前提示且看來是由原獲授權人士妥為簽發及／或按原認可方式簽發的任何支票，而概不就對客戶承擔任何責任。

1.5 若支票使用可擦除的墨水、筆或打字機或任何其他內置擦除功能的設備或其他工具或使用支票機或蓋印機偽造、損毀、更改及／或假冒，使有關偽造、更改及／或假冒支票難以察覺，或客戶的行為或不作為的方式有助於該等更改或假冒或使用該等偽造或損毀支票，則本行概不就承兌該等支票承擔任何責任。

1.6 如需自往來戶口提款，可使用支票（若往來戶口以港元或美元計值），或於本行營業時間內在本行櫃檯出示由客戶或客戶就有關往來戶口指定的若干獲授權人士填妥，並載有與本行保存樣式極為相似的簽署／蓋章的本行指定格式的必要提款單。

#### **2. 利息**

2.1 往來戶口的貸方餘額並無利息支付。

#### **3. 支票簿及支票**

3.1 客戶可不時向本行發出指示，申請其往來戶口的支票簿。本行可按其酌情權選擇在客戶承擔風險及費用的情況下以郵遞或面交方式遞交至客戶的地址；本行亦可選擇在客戶承擔風險的情況下將支票簿交予申請書持有人。

3.2 收到支票簿後，客戶須清點支票數目，仔細檢查往來戶口帳號及支票序號，以免任何錯漏；若發現錯漏，須立即以書面形式報告本行。

3.3 客戶須安全保管支票，若有任何支票不知所終、遺失或被竊，須立即通知本行。

#### **4. 正確開立支票**

4.1 為防止詐騙及偽造，客戶同意：

(a) 文字及數字金額應清晰填寫，並盡量靠近支票上的預印文字及數字，使無法加入額外文字或數字。金額後的任何剩餘空位應劃一條橫線貫穿，或寫上「正」字；

(b) 本行付款的支票須採用本行提供的格式，並已就有關往來戶口登記。本行有絕對酌情權拒付以其他格式簽發的支票；

(c) 客戶只可使用不可擦除的墨水筆或原子筆以中文或英文填寫支票；

(d) 客戶不應預先簽署空白支票。

## 5. 更改支票

5.1 對支票作出的任何更改，須經客戶或客戶就有關往來戶口指定的若干獲授權人士使用與本行保存的簽署／蓋章樣式相似的完全及完整簽署／蓋章，予以確認。

5.2 本行有權拒付經更改但未按本條規定確認的支票，並且無須就此負責。

## 6. 支票種類

6.1 客戶明白「不記名支票」可向持票人付款，而「記名」支票則只可向支票指明的收款人付款；此外，「劃線」支票只可透過銀行往來戶口付款。因此，以郵遞或其他方式送交支票時，支票上的「或持票人」字樣應予刪除，並應在支票劃上兩條平行橫線，將支票劃線。

## 7. 保付支票

7.1 本行可以（但非必須）在客戶向其他銀行簽發的任何支票上標明「保證付款」、「已承兌」或「已保付」，並可立即從往來戶口扣除上述支票的金額，即使該支票未必立即被提示承兌亦然。

## 8. 止付指示

8.1 所有止付支票的要求均應以書面形式提交本行，列明支票收款人、金額、日期及序號詳情，並且僅在有關支票結算或承兌前方會獲本行接納。

8.2 在以下情況下，本行可拒絕依照關於從往來戶口付款的任何支票或其他票據的任何「止付」或類似指示：

- (a) 本行先前已應客戶或任何第三方要求承兌、保付該票據或在該票據上標明「保證付款」；及
- (b) 直至客戶已向本行提供本行可能要求的書面彌償保證。

8.3 本行有絕對酌情權是否依照口頭止付支票的要求行事。所有口頭止付支票的要求一經本行接納，隨後應由客戶書面確認。若本行依照未經書面確認或表面看來已由客戶或獲授權人士簽署的書面要求所確認的口頭要求乘誠止付支票，本行視為無任何責任，亦不會對客戶負責。

8.4 儘管本行須作出一切合理努力止付支票，但在本行並無疏忽或故意失責的情況下，本行概不就不慎承兌有關支票而承擔任何責任。

## 9. 透支

9.1 除本行另行同意外，往來戶口不可透支。

9.2 因戶口存款不足而被退回的每張支票均須收取費用，若退票情況持續，本行可取消有關往來戶口。

9.3 本行有絕對酌情權准許臨時透支，並就每日借方餘額按本行當時規定的利率每月收取利息，而本行在行使該權利後將立即通知客戶。

## 10. 退回支票

10.1 本行有權退回以下所有尚未承兌的支票：(i) 填寫有誤；或 (ii) 未經授權而更改；或 (iii) 支票日期在提交日期之後，或在提交日期前超過六個月；或 (iv) 在往來戶口取消後提示。本行概不就上述退票的任何後果對客戶承擔任何責任。

10.2 所有支票均屬本行財產。往來戶口一經本行或客戶取消，客戶須立即將所有未使用的支票退還本行。本行對客戶之責任亦告解除，並有權拒付任何從往來戶口開立而其後提示承兌的支票。

## 11. 保留支票及其他票據

11.1 客戶同意，從本行付款及由本行支付的支票及其他票據：

(a) 由本行保留，在此情況下，本行保留銷毀與往來戶口有關的所有支票及其他票據而無須另行通知的權利；或

(b) 在以電子形式予以記錄後，可由託收銀行或香港銀行同業結算有限公司（「同業結算公司」）保留，保留期限在同業結算公司營運規則內列明，而在該期限之後，可由託收銀行或同業結算公司（視所屬情況而定）銷毀，而本行有權與包括託收銀行及同業結算公司在內的人士訂立合約。

## 12. 非港元往來戶口

12.1 如屬以非港元計值的往來戶口：

(a) 客戶確認，香港其他適用的結算系統之運作受其相應而不時修訂的結算所規則所規限；

(b) 客戶明白，根據相關的結算所條文規定，本行須就香港金融管理局或任何其他人士在管理、運作或使用香港其他適用的結算系統及其設施時作出或遺漏作出的任何事情所引起或造成的任何責任、申索、損失、損害及合理費用和開支，向香港金融管理局作出彌償保證及使其免受損害；

(c) 客戶同意相關的結算所條文規定，而該條文適用於客戶或客戶交易的範圍為限；

(d) 在本行無疏忽或故意失責的情況下，客戶將就本行蒙受相關的結算所條文所述的任何責任、申索、損失、損害及合理費用及開支（以該規則適用於客戶或其交易的範圍為限），向本行作出彌償保證；及

(e) 客戶確認，外匯市場具波動性，並承擔將其存款與其他非港元貨幣互相兌換的所有風險。

## 13. 電子支票存入服務

13.1 電子支票存入服務可容許透過使用結算所提供的電子支票存票服務出示電子支票以存入本行（作為受款人銀行）。

13.2 客戶確認及同意：

(a) 電子支票存票服務由結算所提供。為使用電子支票存票服務，客戶必須按照電子支票存票服務條款登記電子支票存票服務戶口以供出示電子支票，就客戶使用電子支票存票服務，客戶將受電子支票存票服務條款約束。

(b) 客戶須自行負責履行電子支票存票服務條款下的責任，亦須就客戶或任何其他人士使用客戶的電子支票存票服務戶口出示的所有電子支票負責（包括任何向客戶同名戶口以外

的受款人戶口出示的電子支票)。

- (c) 本行可按其酌情權選擇提供電子支票存入服務。為使用電子支票存入服務，客戶須提供本行及結算所分別不時要求或指定的資料及文件，並須接受本行及結算所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。
- (d) 本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。

13.3 本行對結算所是否提供電子支票存票服務及所提供服務的質素、適時度或任何其他事宜均無作出明示或隱含的表述或保證。除非電子支票存票條款另有指明，客戶須承擔有關使用電子支票存票服務的責任及風險。

13.4 在不減低本文條款效果的情況下且為免生疑問，對於因任何下列事宜（或任何一項）引致或與之有關而產生的任何性質的損失、損害、費用或申索，本行概不承擔任何責任：(a) 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；(b) 客戶未遵守有關電子支票存入服務的責任；(c) 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 (d) 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。

13.5 就本條款之目的，下列詞語具下列定義：

「匯票條例」指香港法例第 19 章《匯票條例》，可被不時修訂。

「電子支票」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（視情況適用）的正面及背面影像。電子支票可以港幣、美元及人民幣簽發。

「電子支票存入服務」指由本行不時向客戶為存入電子支票而提供的服務。

「電子支票存票服務」指由結算所提供接受出示電子支票的電子支票存票服務，但電子支票存票服務使用者必須先跟結算所登記電子支票存票服務戶口，方可出示電子支票以存入受款人戶口，本定義可根據電子支票存票服務條款不時修訂。

「電子支票存票服務戶口」指電子支票存票服務的使用者戶口，每位電子支票存票服務使用者必須先跟結算所登記其使用者戶口方可使用電子支票存票服務出示電子支票以存入受款人戶口，本定義可根據電子支票存票服務條款不時修訂。

「電子支票存票服務條款」指由結算所不時指定的條款及細則，以規管由結算所提供的電子支票存票服務的使用。

「結算所」指香港銀行同業結算有限公司及其繼承人及受讓人。

「業界規則及程序」指結算所及銀行業界就規管電子支票的處理而不時訂定及/或採用的規則及運作程序。

「受款人銀行」指受款人戶口所在的銀行。

「受款人戶口」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戶口，而該戶口可以是受款人的個人名義戶口或受款人的聯名戶口。

「付款人銀行」指為其客戶簽發的電子支票作出數碼簽署的銀行。

## (II) 儲蓄帳戶特定條款及細則

### 1. 存款及提款

- 1.1 儲蓄帳戶須以本行接納的一種或多種貨幣計值。
- 1.2 以港元計值的儲蓄帳戶可按客戶的選擇為存摺儲蓄帳戶或結單儲蓄帳戶。就存摺儲蓄帳戶而言，本行將向客戶發出月結單。任何其他貨幣計值的儲蓄帳戶均為結單儲蓄帳戶，本行將向有關客戶發出月結單。
- 1.3 客戶從儲蓄帳戶提款時，必須於本行營業時間內在本行櫃檯提出要求，且出示已填妥並由其或有關帳戶指定數目之客戶授權人士簽署／蓋章的提款單（其形式可由本行規定），而所使用之簽署／印章須與本行所保存之簽署／印章式樣極為相似。
- 1.4 不能使用支票、匯票、票據或其他金融工具作提款。
- 1.5 任何人士倘能出示由客戶簽署、蓋章及／或蓋印的提款單作出的任何付款，其效力與本行向客戶本人作出的任何付款無異。同時，倘本行並無嚴重疏忽或故意失責行為，則本行即告免除向客戶或任何其他方承擔任何法律責任。惟本行保留權利要求客戶親自提款及出示令本行認為滿意的身份證明。
- 1.6 本行有權規定帳戶可予以計值的外幣，以及就以港元以外任何貨幣計值的儲蓄帳戶作出付款的方式。

### 2. 利息

- 2.1 利息按儲蓄帳戶每日餘額累算，並按本行決定且不時通知客戶的相隔時段存入儲蓄帳戶，惟儲蓄帳戶結束當日則除外。
- 2.2 本行有權規定儲蓄帳戶的最低餘額，在達至此餘額後，方予支付利息。

### (III) 通知及定期存款帳戶特定條款及細則

#### 1. 存款及提款

- 1.1 通知或定期存款須以本行接納的一種或多種貨幣計值。定期存款僅適用於本行不時提供並由客戶選擇的存期，而定期存款通知單僅為存入定期存款的通知單，並非擁有權證明文件或收據。
- 1.2 定期存款不能在到期日之前之任何時間提取。惟本行可以（但非必須）應客戶要求，允許其按本行規定的條款提前提取該筆定期存款。
- 1.3 經發出本行要求的事先通知後，客戶可隨時提取通知存款。

#### 2. 利息

- 2.1 除非本行與客戶之間另有約定，定期存款的利息乃以本金額按固定利率及整個存款期進行計算。定期存款的利息將計算至存款到期日（但不包括當日），並於到期日給予支付。
- 2.2 通知存款的利息乃以本金額進行計算，並按本行不時釐定的通知存款利率按日累算。
- 2.3 對於以港元以外任何貨幣計值的定期存款，銀行手續費、不利匯率變動或貨幣匯率波動導致存款貨幣貶值所招致的損失，可能會抵銷該筆存款的累算利息或令該筆存款的原來本金減少。

#### 3. 到期及續存

- 3.1 倘以港元計值的定期存款到期日並非營業日，則該筆存款將於下一個營業日給予支付，而存款的利息將計算至該營業日（但不包括當日）。
- 3.2 倘以外幣計值的定期存款到期日為該等外幣主要金融中心的非銀行營業日或星期六，或並非營業日，則該筆存款將於下一個銀行營業日給予支付，而該日須為該等外幣主要金融中心的非星期六，並為營業日。存款的利息將計算至該日（但不包括當日）。
- 3.3 除非在到期前另有指示，定期存款會按本行酌情權根據類同條款續存，惟利率將按存款續存時的有效利率計算。