

賬戶持有人條款

致：招商銀行股份有限公司

以下條款和條件適用於招商銀行股份有限公司香港分行（下稱"銀行"，包括其在香港的分支行和辦事處，其繼承人或受讓人）的所有賬戶及向其每一位客戶（下稱"賬戶持有人"）提供之相關服務。賬戶持有人收到此賬戶持有人條款（下稱"本條款"）後若使用或繼續使用賬戶或服務，將被視為已同意接受本條款的約束。

1. 定義及解釋

1.1 在本條款中：

- (a) "被授權人"意指在賬戶協議書中被指定為被授權人的人士；
- (b) "營業日"意指銀行在香港向公眾開門經營銀行業務之日，而如文意允許，亦指銀行就任何交易不時指定接受發出交易指示的營業時間；
- (c) "香港"意指中華人民共和國香港特別行政區；
- (d) "賬戶協議書"意指由賬戶持有人就相關賬戶或服務的開立及操作而簽署並提交給銀行的申請書或賬戶協議書；
- (e) 人士包括個人、公司、合夥企業或非法人機構及其繼承人和受讓人；
- (f) 除非上下文另有所指，單數詞語應包括複數詞語，反之亦然。且中性詞應包括其他各性別；
- (g) 文件亦指經修訂或補充後的該文件；
- (h) 法律規定亦指經修訂或重新立法過的該規定；及
- (i) 條或附件是指本條款的條或附件。

1.2 每一條的標題是為方便閱讀內容而加入，在解釋本條款時不須理會。

1.3 若賬戶持有人是由合夥人、各受託人或聯名賬戶持有人組成，則在上下文允許時，賬戶持有人亦指當時組成賬戶持有人的各人士。

1.4 在任何其他文件中對"賬戶持有人條款"的題述將被視為對本條款(包括所有附件)及其不時修改、替代或補充的題述。

2. 最低餘額及貨幣

銀行有權規定：-

- (a) 與賬戶的開立、操作及取消有關的最低及最高金額、餘額及利率（若有）；及
- (b) 外幣賬戶所用的外國貨幣種類、付款方式及提款所用貨幣。

3. 付款

賬戶持有人依照本條款應向銀行支付的所有付款應以港元（或引致有關債務的任何其他貨幣）支付，且無任何扣除，抵銷或反訴及無需因該付款支付任何稅款。倘若賬戶持有人按法律要求需就該付款作任何扣除或預扣，賬戶持有人應及時向銀行支付額外所需款額以確保銀行收到的款額相當於如無扣除或預扣的情況下所應該收到的全部款額。

4. 服務費和收費

4.1 就賬戶持有人的任何賬戶及銀行提供或與之相關的任何服務，或賬戶餘額低於銀行規定的最低餘額或賬戶在超過銀行規定的期間一直保持不活動狀態，則銀行有權收取與此相關之利息、花費、手續費及銀行收費並將此等金額借記賬戶持有人賬戶。銀行服務費的詳情在銀行所有分行均有展示，賬戶持有人亦可隨時向銀行要求索閱。

4.2 若服務費和收費的標準或依據有任何變化，銀行將此等變化生效30天前通知賬戶持有人。

5. 賬戶結單

5.1 賬戶結單通常按月或按其他另行安排的時間寄給賬戶持有人。但對於在相關期間無交易的賬戶，銀行保留不發送賬戶結單的權利。

5.2 如果賬戶持有人在賬戶結單有關期間過後七日內仍未收到該賬戶結單，賬戶持有人須即時書面通知銀行並要求發給賬單的副本。除非銀行於賬戶結單相關期間結束後14天內收到此等通知，否則賬戶持有人即被視為已從銀行處收到此等賬戶結單。

5.3 賬戶持有人同意其有責任檢查銀行就任何賬戶提供的任何結單，以查證是否有因任何原因（包括但不限於：偽造、偽造的簽名、欺詐、無授權或賬戶持有人或任何其他人之疏忽）而導致之任何錯誤、不一致、未經授權的借記或其他交易或賬目記錄（以下簡稱"錯誤"）。假如賬戶結單上有任何錯誤，賬戶持有人須於單上的日期起九十天內把該等錯誤書面知會銀行，否則該賬戶結單將被視為最終的憑據，且賬戶持有人將被視為已放棄其就此等錯誤而向銀行提出異議或尋求任何補償的任何權利。但因（i）任何第三方之偽造或欺詐行為而導致且銀行未就此以其合理之技能盡到合理謹慎之責的；或（ii）因銀行或任何其他僱員、代理人、或服務人員之偽造、欺詐、違約或疏忽行為而導致的未授權交易則除外。雖有前述規定，但銀行可酌情更改由於銀行不慎或錯誤記載的賬目記錄。

6. 簽字和印章

賬戶持有人須遵照預留於銀行作為樣本的相同形式的簽字和 / 或印章(如適用)。若賬戶持有人須更改其在銀行預留的樣本簽字、印章、圖章、地址或其他相關資料時，須以書面預先通知銀行。銀行在實際收到此等更改通知之前，有權按照銀行當時保存的賬戶持有人有關指令或資料行事，並根據由被授權人簽署或發出的任何指示或文件或表面上是由被授權人簽署或發出的指示或文件行事，不論有關指示或文件是否載有賬戶協議書所述的賬戶持有人印章/圖章。若賬戶持有人之印章蓋於任何指示或文件上，則此等印章並不構成簽字授權或許可之一部份，且銀行接受賬戶持有人之此等指示或文件前並無義務核實此等印章。

7. 足夠的存款

7.1 賬戶持有人就任何服務使用任何電子方式或其他方式在任何賬戶中提款或轉賬時，須確定其賬戶有足夠存款。如有關賬戶的存款不足，銀行無義務執行提款或轉賬的指示或要求。

7.2 除非與銀行有預先安排，否則賬戶不得透支。

7.3 雖有上述7.2條規定，如銀行在有關賬戶存款不足下進行了提款或轉賬，賬戶持有人須按銀行要求，償還銀行所透支或轉賬款項，並附加手續費及按銀行規定利率支付透支利息。利息詳情張貼於銀行並可索閱。

8. 銀行責任

銀行不對賬戶持有人因銀行就任何賬戶的處理或所提供的服務而蒙受的損失或損害承擔責任，除非該損失或損害是直接由於銀行或其僱員，代理人或服務人員的疏忽或不當行為而產生。尤其是，銀行不對賬戶持有人因以下原因而遭受的任何損失或損害承擔責任：

- (a) 賬戶持有人未能遵循本條款或賬戶協議書及未能在與銀行進行交易時盡謹慎責任；
- (b) 銀行或其僱員、代理人或服務人員並無過錯或不當行為而真誠善意地依照任何未經實際授權的指令行事；
- (c) 銀行或其僱員、代理人或服務人員並無過錯或不當行為而在真誠善意執行的情況下，誤會或誤解任何由電話、電子媒介或其他方式發出之指令；或
- (d) 銀行直接或間接因任何不受其合理控制之情況或事件影響（包括設備故障、停電、轉賬設施出現中斷、或第三者拒絕或拖延採取任何行動）而未能履行任何責任或服務或採取任何行動，除非該等損失或損害是由於銀行的疏忽或不當行為直接造成的。

9. 彌償

賬戶持有人須就銀行合理和適當引致的一切損失、損害賠償、責任、費用、及任何種類的支出（包括法律費用），及因任何賬戶、其提供的服務，及 / 或其根據本條款及 / 或賬戶協議書所行使之權力及權利而可能引致銀行作出或針對銀行的所有行動、訴訟、法律程序、申索及要求，作出彌償並按銀行要求使其獲得彌償。

10. 存款、提款及轉賬

10.1 銀行有權在任何時候不經事先通知而自行決定拒絕任何存款、對可存入款項之金額作出限定、歸還任何存款之全部或部份，且銀行不對前述行為承擔任何責任。

10.2 除非另經銀行同意，在銀行收到款項或證明已付款的最終通知書前，賬戶持有人不可就其存入的尚未結算的票據、銀行匯票或支票（無論針對銀行提取或是提交供託收之用）提取款項。

10.3 對支票存款，銀行只接受託收，而在支票結算前，賬戶持有人不能提取支票下的款項。

10.4 若支票上之指定抬頭人為賬戶持有人以外的第三者，該支票必須由該第三者正式背書，而銀行有權酌情決定是否接納存入該支票。賬戶持有人同意補償銀行因存入該支票所引致的所有合理及適當的費用或損失。

10.5 銀行保留其完全自行酌情決定於任何時間以下述任何方式滿足提款要求的權利：

- (a) 電匯傳送；
- (b) 現鈔付款；
- (c) 簽發銀行本票或即期匯票；或

- (d) 如從外幣賬戶提款時，銀行簽發一張以該貨幣為單位、可向該貨幣所屬國家的銀行提款，並取決於該國的法律、法規及其政府的措施和限制的支票；或按付款時的銀行買入價，將該等外幣結算成等值的港元，並以港元支付。

而銀行可就上述任何一種提款方式收取費用。

- 10.6 賬戶提款可憑填妥的提款要求書(格式由銀行提供)或其他銀行所接受的方式進行。祇要提款要求書表面上載有與銀行存檔簽字式樣相同的簽名、簽章或印章(如適用)，銀行便可向提交此提款要求書的人士付款，猶如該付款是向賬戶持有人親身作出，而銀行並不對此向賬戶持有人或任何其他人士的損失承擔責任，除非損失是由於銀行或其僱員、服務人員或代理人的違約、欺詐或疏忽而引起。
- 10.7 涉及賬戶持有人的賬戶轉賬交易(不論是否通過電子方式)可能會在交易當日或下一營業日進行。若轉賬需要貨幣兌換，銀行可按轉賬時的兌換率進行貨幣兌換。

11. 未收到資金

- 11.1 在不損於上述第10.2條的情況下，如銀行允許賬戶持有人提取尚待託收或轉賬之賬項，一旦出現以下情形，賬戶持有人須按要求全數補償銀行所提取款項：
- (a) 銀行未能在預定收款時間收到全部款項；
 - (b) 上述款項的託收或資金的轉賬導致賬戶持有人在銀行的任何賬戶出現透支；或
 - (c) 若銀行接受轉賬，而其被阻止進行託收或按通常銀行慣例自由處置此等款項。
- 此外，假如銀行接受以賬戶持有人為受益人的託收賬項或轉賬資金而代替以現金償還賬戶持有人的債務，則該項償還須於銀行全額收到上述賬項或資金時方可作實。

- 11.2 未託收到之款項不享有利息。

12. 外幣賬戶

- 12.1 在不損於本條款之適用於外幣賬戶的其他規定的情況下，所有外幣賬戶的存款或提款，必須以銀行所接受的貨幣進行。如需將貨幣兌換，則兌換價須按存款或提款當時銀行所提供的匯率計算。
- 12.2 對於因稅金、關稅或貶值以致貸記入賬戶的任何外幣減值，或是因兌換或匯款的限制、收購、非自願性財產轉移、使用軍事或非法力量，或其他銀行無法控制的類似原因而引致無法提供該等貨幣，銀行均不負或承擔任何責任。

13. 匯款服務

- 13.1 賬戶持有人自行負責向銀行提供對外匯款的收款方的資料，並自行負責其準確性。賬戶持有人承認，當銀行向賬戶持有人提供對外匯款服務時，銀行只是擔當代理人的角色，對於收款方的運作或收取服務費，並無任何控制權。對於對外匯出的款項，收款方可動用該等匯款的時間視乎收款方地點、電訊系統及銀行慣例而定。
- 13.2 對於電匯傳送過程中可能造成的任何損失、延誤、出錯、遺漏或殘缺，風險均由賬戶持有人承擔。但是，倘若該對外匯款不能完成，銀行會盡快通知賬戶持有人。

- 13.3 在對外匯款時，銀行可根據其運作上的需要保留通過其不時決定的任何往來銀行 / 代理人 / 中介機構完成匯款的權利。如對外匯款需進行貨幣兌換，兌換須參照銀行當時的匯率。除非銀行與賬戶持有人之間另有約定，否則由銀行本身或其在香港以外的往來銀行 / 代理人 / 中介機構引致的收費和支出將從所匯款項中扣除。
- 13.4 假如賬戶持有人取消對外匯款，銀行會將所收取的不同貨幣款項，按退款當天的銀行買入價，將款項退還給賬戶持有人。賬戶持有人將不會獲退還電報費用和已繳付的佣金。
- 13.5 以任何貨幣為單位的匯入款項，如付款通知是在銀行不時規定的截止時間之後收到或通知上的生效日期遲於銀行收到通知之日，該匯款則不會在銀行收到匯款的當日貸記入賬戶持有人的賬戶。此等匯款須待實際貸記入賬戶持有人之計息賬戶後始支付利息。
- 13.6 假若有任何匯給賬戶持有人的匯款需要兌換，將按銀行當時的買入價兌換。
- 13.7 銀行每次向外匯款或收受匯入款項後均會向賬戶持有人發出通知，如當中發現任何錯誤，賬戶持有人應盡快通知銀行。

14. 賬戶持有人指示

- 14.1 任何由賬戶持有人或由被授權人代表賬戶持有人所發出的指示均須按銀行不時訂立的安排及形式作出。銀行可拒絕接受未有按照有關安排或形式所發出的指示。
- 14.2 所有向銀行作出的書面指示必須與賬戶協議書簽署一致。銀行可拒絕接受由客戶或聲稱由客戶以電話或傳真或任何其他電子形式所發出的指示。然而，若銀行按其酌情權按照該指示行事，賬戶持有人同意該指示是有效及對賬戶持有人有終局性的約束力(唯銀行或其僱員、代理人或服務人員有欺詐、違約或疏忽的情況除外)。
- 14.3 賬戶持有人承認倘若任何對銀行的指示是通過傳真或其他電子形式發出，銀行未必可能核對指示上簽名真偽，而賬戶持有人充份明白以這種形式發出指示可能會是不正規或未授權的風險。賬戶持有人同意銀行不須因賬戶持有人就此等指示所蒙受的任何損失或損害負責，除非此等損失或損害是由銀行或其僱員、代理人或服務人員的欺詐，違約或疏忽所引致。
- 14.4 賬戶持有人授權銀行可錄下賬戶持有人與銀行之間有關賬戶或交易的指示及/或銀行向賬戶持有人提供的服務的電話對話或其他聯繫。賬戶持有人同意，倘若在任何時間發生關於任何電話對話或聯繫內容的爭議，錄音記錄或由銀行職員核證的錄音記錄抄錄本會是銀行與賬戶持有人之間就有關電話對話或其他聯繫的內容的不可推翻的證據。

15. 賬戶餘額利息

- 15.1 計息賬戶按其每日餘額依照銀行不時規定的利率（如有）計息，且利息將於銀行不時決定的時間貸計入賬戶。此等利率之資料可向銀行索取。
- 15.2 倘若賬戶餘額少於銀行不時規定的最低金額，該賬戶將不享有利息。

16. 取消賬戶

16.1 銀行可在向賬戶持有人之最後為銀行所知的地址發出合理時間的預先書面通知後將賬戶持有人賬戶取消。

16.2 如出現下列情況，銀行可立即將賬戶取消而無須預先通知賬戶持有人：

- (a) 賬戶餘額為零；
- (b) 在銀行規定期限內無收支記錄；或
- (c) 銀行認為賬戶被用於非法或不適當目的。

16.3 當銀行取消賬戶的通知送達至最後為銀行所知的賬戶持有人地址後，賬戶持有人可在銀行的營業時間到銀行領取（扣除所有收費後的）餘額，或銀行可酌情將（扣除所有收費）之餘額轉賬至銀行的未領取餘額賬戶以供賬戶持有人領取，或將餘額以支票、本票或即期匯票送至最後為銀行所知的賬戶持有人地址。

16.4 銀行完成上述的賬戶取消之後，將不再承擔任何責任。賬戶持有人同意對因賬戶取消而產生的任何和一切後果負責。

17. 暫停賬戶使用

17.1 在以下情形下，銀行有權不事先通知賬戶持有人而在銀行決定的期限內暫停任何賬戶的使用：

- (a) 賬戶的使用似有不正常之處；
- (b) 就賬戶收到了相互抵觸的指示；或
- (c) 銀行收到任何第三方就賬戶內資金提出之求償請求。

17.2 若銀行收到有關賬戶持有人之清盤或破產呈請，銀行可暫停該賬戶持有人名下賬戶的一切或任何使用，直至銀行確保有關呈請已被不可撤銷地解除為止。上述暫停使用期間，無論銀行與賬戶持有人之間關於賬戶持有人名下賬戶、信用或其他信貸或銀行安排之任何現有或將來的賬戶協議書或其他協定有任何條款規定，銀行有絕對酌情權拒絕依照有關該賬戶持有人名下暫停使用的賬戶之一切或任何指示（無論是銀行收到有關該賬戶持有人清盤或破產之呈請之前或之後發出的）行事。就本條而言，若賬戶持有人為合夥形式或聯名賬戶持有人，則賬戶持有人包括每一合夥成員或每一聯名賬戶持有人（視情形而定）。

17.3 銀行不須向賬戶持有人承擔按以上17.1條或17.2條暫停使用的任何賬戶所採取或不採取任何作為的責任，除非是由於銀行疏忽或不當行為直接引致。

18. 保留文件

18.1 銀行並無義務為賬戶持有人保存任何與賬戶有關的支票、本票或其他文件。銀行就賬戶持有人的任何賬戶而收到的一切文件，經銀行安排將其儲存於微縮菲林或銀行認為適當的其他媒介之後，即可予以銷毀。

18.2 賬戶持有人同意：

- (a) 由賬戶持有人所開出並已獲支付的支票，在以電子形式予以記錄後，可由代收銀行或香港銀行同業結算有限公司（“結算公司”）保留，保留期為與結算公司結算所操作有關的規則所列明的期間，而在該期間之後，代收銀行結算公司（視屬何情況而定）可銷毀該等支票；及

(b) 銀行獲授權按照 (a) 段條款與包括代收銀行及結算公司訂立合約。

19. 負債憑據

在無明顯錯誤時，銀行任何一位人員於任何時間對尚欠銀行之金額所簽署的證明即為賬戶持有人尚欠銀行金額的不可推翻的証據。

20. 通知

20.1 所有與賬戶持有人賬戶有關之通知或其他通訊之發送的風險由賬戶持有人承擔。銀行不對以郵遞、傳真或其他書面性電子通訊方式所傳送或投送的任何不準確、中斷、錯誤或遲延或完全失敗承擔任何責任。

20.2 任何銀行發給賬戶持有人的通知或其他通訊應為書面方式，而除非另有規定，通知或其他通訊可以信函、傳真或電子郵件發出。任何此等通知在下列情況即視為已經有效發出，並為賬戶持有人收悉：

- (a) 如專人送遞，在送遞之時；如以預付郵費郵寄信件方式，如地址為香港，在郵寄日後的第二個營業日；如地址為香港以外，則在郵寄日後的第七日；及
- (b) 如以傳真或電子郵件傳送，則在發送報告確認此等通知成功發送之傳真號碼或電子郵件地址時。

20.3 本條款下發給賬戶持有人的任何通知應發至：

- (a) 賬戶協議書中列明的；或
- (b) 最後為銀行所知的或賬戶持有人就此目的而至少提前5個營業日通知銀行的其他地址、傳真號碼或電子郵件地址。

20.4 任何發至銀行的通知或其他通訊應由賬戶持有人或由被授權人以書面方式妥當簽署，並以相關賬戶開戶之銀行分行的經理為收信人進行發送，且僅在實際收到時方視為有效發出。

20.5 所有由銀行發出並受本條款限制的有關賬戶、服務或收費的通知或宣佈，如按以下方式處理，即被視為已有效發出，並對賬戶持有人具約束力：

- (a) 銀行在其分行放置或展示該等通知或宣佈；
- (b) 銀行於香港流通之報章登載或展示該等通知；
- (c) 銀行將通知或宣佈寄送至賬戶持有人的最後為銀行所知的地址；或
- (d) 就銀行提供的網上或電子銀行服務，銀行在其網址上放置或展示該等通知，無論賬戶持有人是否收看或閱讀該等通知。

21. 資料保護

21.1 若賬戶持有人為個人或由個人組成，則任何向銀行提供的個人資料（定義見《個人資料（私隱）條例》（香港法例第486章））將依照有關《個人資料（私隱）條例》致客戶及其他個別人士的通知處理，該通知經本處之引述而被納入本條款。

21.2 銀行可將賬戶持有人提供給銀行的或另行為銀行所知的與賬戶持有人之賬戶及其與銀行之業務有關的任何資料（包括個人資料），（以下簡稱“賬戶持有人資料”）不時披露並轉讓給招商銀行股份有限公司之其他分行及辦事處、招商銀行股份有限公司之任

何子公司、關聯公司或控股公司、或該等控股公司之任何子公司或關聯公司（以下簡稱"銀行集團"）以及任何就銀行業務營運有關而向銀行提供行政、通訊、電腦、支付、證券結算服務或任何其他服務的任何代理人、承包商或第三方服務提供商。若任何法律管轄下之法律、法規、法庭命令或任何監管機構要求或允許，則銀行或銀行集團之任何其他成員亦可披露任何賬戶持有人資料。

22. 修改

銀行可在給予不少於30天的預先通知後，更改、修改或補充本條款。該等更改、修改或補充在賬戶持有人被送達該通知之日後的第30天生效或於之後在通知中說明的日期生效。

23. 投訴

賬戶持有人若有任何投訴可以書面向銀行任何一所在香港的分支行提出，該等投訴必須清楚列明賬戶持有人的身份、賬戶持有人的賬號、地址及投訴的性質。

24. 轉讓

未經銀行事先書面同意，賬戶持有人對其在本條款項下之任何權利或義務的轉讓一律無效。

25. 抵銷

25.1 銀行可在任何時間及沒有通知的情況下綜合賬戶持有人在銀行的所有賬戶，並將賬戶持有人的存款結餘用於抵償賬戶持有人對銀行的債務(不論到期與否，亦不論是確實、將來、或然、不能算定的或不能確定的債務)，不管貨幣，付款地點為何處或銀行的哪個分行。

25.2 為此，銀行有權按其當時的兌換率買入所需貨幣藉以將賬戶餘額用以抵銷。若所兌換貨幣金額低於債項，賬戶持有人仍須負責不足金額。

25.3 倘若賬戶持有人的任何債務是不能算定或不能確定，銀行可按其真誠預估的數額抵銷該等債務。

26. 非棄權

銀行任何根據本條款之行爲或不作爲，均不影響其權利、權力及補償。

27. 可分割性

若本條款項下的任何條文或規定被具司法管轄權的任何法院判定為不合法、無效或不可強制執行，該條文或規定應從本條款分割，而在本條款項下的其餘條文及規定應維持有效。

28. 司法管轄權及限制

28.1 本條款應受香港法律管限並按照香港法律解釋，對於有關本條款所引致或涉及的任何訴訟、行動或法律程序，各方同意接受香港法院的非專屬司法管轄權管轄，但本第28.1條所載的任何規定不得妨礙銀行在具司法管轄權的任何其他法院提出法律程序。

28.2 賬戶持有人與銀行在任何賬戶或服務訂立的所有合約乃視作在香港訂立。

28.3 本條款對賬戶持有人及其遺產、遺產代理人、破產受託人、接管人、清盤人或其他繼承人均有約束力。若賬戶持有人為合夥企業，則無論賬戶持有人因任何合夥人死亡、破產、退休、被接管或清盤或新的合夥人入夥而使賬戶持有人之組成發生任何變化，本條款均應適用。

29. 語言

本條款的中文文本僅供參考，中英文本文義若有分歧，須以英文本為準。

附件一

定期賬戶、通知存款賬戶的附加條款

本附件一以下的條款及條件適用於賬戶持有人在銀行開立的任何定期或通知存款賬戶。銀行不時制定的有關"賬戶持有人條款"（下稱"本條款"）將應視為已全文載於本附件，適用於下述情況。

1. 存款

- 1.1 如果港元存款到期之日並非營業日，該存款應於下一營業日支付，而利息應計至該日（但不包括該日）。
- 1.2 如果外幣存款到期之日並非香港或此等貨幣發行國之銀行通常辦公的營業日，則該存款應於所有此等銀行通常辦公的下一營業日支付，而利息應計至該日（但不包括該日）。

2. 利息

- 2.1 利息應計至但不包括到期日。利息僅於到期日方應付。累計利息的詳情及扣除之稅金（如有）將於每一次支付利息時作出通知。
- 2.2 定期存款之利息是就整個存款期而定。通知存款的利息，按賬戶日餘額和銀行不時規定的利率按日計算單利。
- 2.3 若存款為港元，利息按每年365天或366天計算。若存款為其他貨幣，則按每年360天（含一般年份及閏年）或銀行不時決定的此等其他天數計算。

3. 存款到期

- 3.1 應賬戶持有人請求，銀行可酌情決定按銀行規定的條件在到期前償還存款。
- 3.2 若到期前未收到賬戶持有人的到期指示，則銀行在賬戶持有人到期指示之前將持有到期之相關存款，以待賬戶持有人處置。到期至到期指示時期間收到之利息按銀行規定的此等利率支付。
- 3.3 若作出存款自動展期之指示，則相關類型存款到期日適用之利率應為展期利率。

4. 提前提款或部份提款

賬戶持有人提取或部份提取通知存款，須提前通知銀行（所需的提前通知時間由銀行不時規定）。定期存款不可在到期之前提取。提前提取或部份提取未到期的定期存款或未經足夠提前通知提取或部份提取通知存款，須經銀行酌情批准，而且銀行可收取手續費和 / 或沒收全部或部份存款的應計利息。

5. 收費

賬戶持有人向外幣賬戶存入外幣現鈔、支票、匯票、付款憑單或其他貨幣性票據，銀行可按面額收取手續費。

附件二

往來賬戶的附加條款

本附件二之以下的條款及條件適用於賬戶持有人在銀行開設的所有往來賬戶。銀行不時制定的有關"賬戶持有人條款"（下稱"本條款"）將視為已全文載於本附件，適用於下述情況。

1. 支票簿

- 1.1 所有索取支票簿之申請必須以書面方式作出，並由賬戶持有人簽署。對支票簿送至賬戶持有人最後為銀行所知的地址或其提供的地址時或送至被授權人（如有）時的延誤或發生的損失，銀行不承擔任何責任。當賬戶持有人收到新支票簿，賬戶持有人須查核個別支票並無取去。若出現任何不妥當之處，須即時向銀行報告。
- 1.2 若賬戶持有人不再使用簽發給其的支票簿，或賬戶持有人之賬戶已關閉，則賬戶持有人應盡快將支票簿交還予銀行。
- 1.3 賬戶持有人應確保已發給其的任何支票簿及其他銀行表格，在任何時間內存放於安全地點並妥為管理，以防遺失或被盜。若銀行對一遺失、被盜、非法使用、欺詐性篡改或假造之支票付款，而未事先收到賬戶持有人就支票簿或任何支票表格之遺失或被盜之書面通知，則銀行有權就已付金額借記賬戶持有人之賬戶。
- 1.4 不得將空白支票或支票簿交予其他任何人。一旦任何已簽署的或空白的支票或支票簿遺失，則賬戶持有人應盡快向銀行報失。

2. 支票出票方式

- 2.1 必須以賬戶同種貨幣並以銀行提供之支票出票。
- 2.2 賬戶持有人同意在開出支票時將謹慎小心，並按此等下述方式填寫支票以盡可能地防止欺詐、偽造或變造：支票之出票金額必須以數位及文字書寫，而使得任何額外添加之數位或文字可被輕易發現。支票的任何改動必須經賬戶持有人完整簽字加以確認。應在以文字表示之金額後劃綫或加"整"字。數目須以阿拉伯數字填寫。
- 2.3 對不能輕易發現之支票的改動而產生之損失，銀行不承擔任何責任。
- 2.4 不得預先簽署空白支票。任何支票必須以永久性且不可擦除的墨水以中文或英文書寫，簽字必須與預留於銀行的簽字樣本一致。
- 2.5 "無記名支票"為向持票人支付，"記名支票"則僅能向指定的收款人或被收款人背書為受益人的人士支付。以郵遞或其他方式送出支票時，應刪除"或持票人"一詞並在支票上劃綫。若賬戶持有人欲將支票下之數額付至指定收款人之賬戶或指定收款人授權的賬戶，則賬戶持有人應在支票上劃綫並注明："僅限付至收款人賬戶，不得流轉"。

3. 支票的承付

3.1 對過期支票（即已簽發後超過六個月或此等通常為此目的而定的其他期限）、遠期支票或有污損、錯誤填寫之支票或未經賬戶持有人完整簽名所確認而被改動過之支票，銀行無義務承付。但若銀行承付此等支票而銀行之任何人員、僱員或代理人並無疏忽或不當行為，則銀行不對其承付行為承擔任何責任。

3.2 若賬戶中資金不足，又無預先安排好之信用額度，則銀行將不承付任何支票。但銀行可無須徵得賬戶持有人之事先批准或事先通知賬戶持有人而酌情決定承付此等支票。

4. 停止支付

4.1 如賬戶持有人欲停止支付任何一張支票，必須向銀行發出完整的可使銀行完全識別該支票的指示，同時必須附上銀行要求的進一步文件。上述指示應包括以下內容：

- (a) 支票號碼；
- (b) 支票簽發日期；
- (c) 收款人名稱；及
- (d) 金額。

4.2 非書面作出的停止支付指示對銀行無約束力，但銀行可以其酌情權按非書面停止支付指示行事，而不承擔責任。對此，賬戶持有人同意：

- (a) 補償銀行因兌付或拒付該支票而可能發生或蒙受的任何損失；
- (b) 銀行不須對未執行賬戶持有人指示承擔責任，除非未執行指示是由於銀行任何人員、僱員或代理人的疏忽或不當行為所導致；
- (c) 如果支票被收回或銷毀，或指示將被取消，盡快以書面通知銀行；及
- (d) 支票簽發日期六個月後該指示即告自動取消。

5. 責任

賬戶持有人確認並同意，如果賬戶持有人未遵守本條款及在保管及使用支票以及一般使用賬戶時不謹慎而蒙受任何損失，銀行不須承擔責任。

6. 利息

銀行可(但並無責任)對賬戶持有人的往來賬戶結餘給予利息。

附件三

香港一卡通服務的附加條款

本附件三以下的條款及條件適用於銀行向其賬戶持有人提供的香港一卡通賬戶及有關服務。銀行不時制定的有關"賬戶持有人條款"（下稱"本條款"）將視為已全文載於本附件，適用於下述情況。

1. 定義

在本附件中，

- (a) "香港一卡通賬戶"意指賬戶持有人按本條款開立，運作及維持使用之賬戶，而除非文意另有所指，"香港一卡通賬戶"包括在該賬戶下開立，運作及維持之分賬戶；
- (b) "授權碼"意指由銀行向賬戶持有人發出關於數碼證書的授權碼；
- (c) "卡"意指由銀行簽發予賬戶持有人的卡，賬戶持有人可憑此卡透過由銀行不時指定的自動櫃員機，銷售網點或其他儀器或設備(統稱"使用卡的設備")處理香港一卡通賬戶及/或使用銀行服務；
- (d) "數碼證書"意指由銀行發出予賬戶持有人的數碼證書，用以通過互聯網及/或其他銀行不時指定的電子形式使用香港一卡通賬戶及/或銀行服務；
- (e) "指示"指賬戶持有人通過電腦、使用卡的設備、電話、流動電話、或由其他銀行不時規定可連接銀行系統之儀器、機器或設備或其他銀行不時接受的方式向銀行發出的指示；
- (f) "私人密碼"指銀行提供給賬戶持有人或賬戶持有人自選的用來處理香港一卡通賬戶及/或使用任何銀行服務的個人識別號碼；
- (g) "銀行服務"指銀行按本條款不時提供的任何銀行或其他服務(不論任何種類及性質)； 及
- (h) "交易"指銀行根據指示進行的交易。

2. 服務範圍、限額及截止時間

- 2.1 銀行服務的服務範圍、香港一卡通賬戶下分賬戶的種類、適用的交易限額及限制、適用於特定服務或交易的截止日期及時間、適用的服務收費及其他有關香港一卡通賬戶或銀行服務的特點，將由銀行不時全權決定。
- 2.2 於香港每日截止時間過後或於非營業日進行的任何交易，一律於下一營業日進行處理。
- 2.3 銀行可酌情隨時增加、限制、暫停或終止所有或任何銀行服務。

3. 香港一卡通賬戶

- 3.1 賬戶持有人可不時在香港一卡通賬戶下於銀行開立及操作分賬戶，並須受由銀行不時決定的條款及條件所約束。
- 3.2 賬戶持有人授權銀行可對香港一卡通賬戶(包括分賬戶)的結餘扣款。如有需要，銀行可按銀行當時兌換率將有關結餘兌換成另一種貨幣，以執行其向銀行發出的轉賬或提款指示或對任何交易作出付款。

3.3 香港一卡通賬戶(包括分賬戶)的操作及交易須受本條款及以上附件一及附件二所載條款所約束。

4. 卡

4.1 卡在所有時間均為銀行所有，銀行可隨時註銷或收回卡。賬戶持有人須在銀行提出要求時立即歸還卡。

4.2 賬戶持有人須親自保管卡並不得容許他人使用卡。

4.3 賬戶持有人在所有情況及時間均須對所有涉及使用卡的交易負責，不論賬戶持有人授權與否。

4.4 倘若卡失掉或被竊，賬戶持有人須立即親身或以銀行不時指定之電話號碼通知銀行。賬戶持有人須書面確認此通知。在銀行實際收到此通知及有機會按此通知行事前，賬戶持有人須對所有涉及使用卡的交易負責。如需補發新卡，銀行有權收取費用。

4.5 對於任何商人拒絕就其向賬戶持有人提供的貨品及/或服務兌付或接受卡，銀行概不負責，而銀行亦不會就與該等貨品及/或服務負上責任。如有任何投訴，賬戶持有人須直接與該等商人處理及解決，不得將其對商戶的索償變為向銀行要求抵銷或反索償。

4.6 除非銀行另行決定，通過使用卡而存入於銀行自動櫃員機的現金及/或支票須受以下條文約束:-

- (a) 任何現金及/或支票均須經銀行點核後方為正式收妥，而有關點核工作並不規定在存款當日進行，在點核及有關支票結算之前，銀行有權不將存款存入作賬戶持有人之用；及
- (b) 經由銀行自動櫃員機發出之入賬記錄，只表示賬戶持有人曾利用卡聲稱存入的數額，銀行無需對有關記錄的準確性負責。

5. 互聯網服務

5.1 賬戶持有人可到銀行網頁及通過利用數碼證書向銀行給予指示。數碼證書的出具及發出所涉風險，由賬戶持有人承擔。

5.2 賬戶人須自費取得合適的電腦設備、軟件及互聯網聯繫去使用香港一卡通賬戶及/或銀行服務。賬戶持有人須為通過使用互聯網使用香港一卡通賬戶及/或銀行服務所引致的所有電話、互聯網服務及其他收費負責。

6. 保密責任

6.1 賬戶持有人應將授權碼、私人密碼及數碼證書保密，並應對任何意外、有意或無意的洩露負責。賬戶持有人須真誠及謹慎行事，以避免數碼證書、授權碼及/或私人密碼遺失或被別人使用。

6.2 尤其是，賬戶持有人應該 :-

- (a) 不向任何第三方透露數碼證書、授權碼或私人密碼，亦不可容許賬戶持有人以外的人使用數碼證書、授權碼或私人密碼；
- (b) 熟記私人密碼及授權碼並銷毀發給賬戶持有人的私人密碼及授權碼通知；

- (c) 實施控制措施，以防止對數碼證書、授權碼及/或私人密碼的未經授權的接觸；
- (d) 不要不加掩飾地寫下或記錄數碼證書、授權碼或私人密碼；
- (e) 定期更改私人密碼；
- (f) 避免使用容易得悉的個人資料作為私人密碼(例如：個人電話號碼、出生日期、身份證明文件號碼或賬戶持有人姓名的可識別部份)；及
- (g) 避免使用相同識別密碼於其他類似服務。

6.3 賬戶持有人對所有涉及使用數碼證書、授權碼及/或私人密碼的一切交易承擔全部責任，不論是否由賬戶持有人授權。賬戶持有人承認數碼證書、授權碼及 / 或私人密碼有被未獲授權人士或任何其他人士濫用或用於未經授權的目的的風險且賬戶持有人同意承擔所有此等風險。

6.4 如果賬戶持有人得到通知或懷疑數碼證書、授權碼及 / 或私人密碼已被洩露給任何未獲授權人士或被任何未獲授權人士獲知；或有人用數碼證書、授權碼及 / 或私人密碼作出任何未獲授權的指示或交易，賬戶持有人應立即通知銀行。該通知須向銀行親身或通過銀行不時訂立的電話號碼作出。賬戶持有人須書面確認該通知。

6.5 假如所使用的數碼證書、授權碼及 / 或私人密碼正確，銀行並無責任核證向銀行作出指示的人士的身份或授權。

6.6 數碼證書、授權碼或私人密碼於未被賬戶持有人更改或被銀行取消之前將一直有效。

7. 暫停或終止服務

7.1 若賬戶持有人要暫停或終止任何銀行服務或香港一卡通賬戶，須在向銀行發出通知而且銀行有合理機會根據該通知行事之後才生效。

7.2 銀行有權在任何時間通知客戶終止香港一卡通賬戶或任何銀行服務。有關通知可能即時生效。賬戶持有人若因任何原因自願或非自願暫停或終止香港一卡通賬戶或任何銀行服務而蒙受或引致任何損失或損害，銀行概不承擔責任。此外，若銀行收到任何賬戶持有人作出的或被認為是其作出的關於數碼證書、授權碼、私人密碼或卡的遺失、被盜或可能洩露的通知，則銀行可隨時暫停香港一卡通賬戶或任何銀行服務。

8. 查詢資料

8.1 銀行提供任何銀行服務時所報的任何匯率、貸款利率、息率或其他交易價格僅供參考用，除非經銀行確認，否則對銀行並無約束力。如果賬戶持有人在交易中接受上述經確認的匯率、貸款利率、息率或其他交易價格，則上述經確認的匯率、貸款利率、息率或其他交易價格對賬戶持有人有約束力，儘管銀行可能在有關時間通過其他通訊方法報出了不同的匯率、貸款利率、息率或交易價格。

8.2 由銀行網頁、使用卡的設備或其他電子途徑所提供關於任何賬戶或交易的資料，僅供參考之用。銀行就該賬戶及交易的記錄將為確證，除非能證明記錄錯誤。

9. 錄音及記錄

銀行特此被授權以任何方法記錄銀行與賬戶持有人或任何代表賬戶持有人行事的人士之間所有的指示，並按銀行認為需要的期限保存此等記錄。

10. 指示

- 10.1 如賬戶持有人需要作出任何指示，賬戶持有人必須提供私人密碼及 / 或其他銀行要求的資料，並須按銀行不時訂立的要求及程序進行。賬戶持有人承認其有責任在發出指示前核對指示內容。銀行有權假設所有指示均準確及反映賬戶持有人的要求。
- 10.2 送出的指示並不當作已被銀行收妥，除非該指示是按銀行規定的方式發出及銀行已實際收到該指示。銀行有絕對酌情權不按收到的指示行事，而不須向賬戶持有人給予任何通知，亦不須對賬戶持有人負責。
- 10.3 銀行將不會就任何一項交易向賬戶持有人發出通知。每一項電子理財交易將於銀行發給賬戶持有人的定期結單中列出。
- 10.4 賬戶持有人同意並確認，由任何人使用私人密碼、授權碼、卡或數碼證書(或它們任何組合)將被不可推翻地視作由賬戶持有人發出並對其具約束力。賬戶持有人承擔一切由該指示和因此所敍做交易的所有風險及責任。
- 10.5 任何賬戶持有人作出的指示，即不可修改、取消或收回。任何指示經銀行真誠執行後即對賬戶持有人有約束力。如對任何指示的內容有任何爭議，應以銀行的有關記錄作為該內容的不可推翻的證據。
- 10.6 銀行將只執行對於銀行為切實可行或合理可行的指示，並只按其正常業務慣例及程式執行。銀行在正常營業時間之外或在非營業日收到的任何指示，將被視為於下一個營業日收到。

11. 賬戶持有人的承諾

- 11.1 賬戶持有人承諾並確保操作香港一卡通賬戶及使用銀行服務時遵守本條款以及銀行不時規定的有關香港一卡通賬戶及銀行服務的使用政策及流程。
- 11.2 賬戶持有人承諾不干擾、修改、解讀、反向解構或以其他方式改動或擅自進入銀行服務或銀行網站的任何部份或其中之任何軟件。
- 11.3 除非銀行事先書面同意，賬戶持有人不得以任何方式上載、寄發、刊登、傳送、複製或散佈銀行網頁之任何部份或任何通過銀行網頁所取得而受版權或其他權利所保護的任何資料，或以此製造任何衍生的作品。
- 11.4 賬戶持有人使用香港一卡通賬戶或任何銀行服務時一旦遇到任何不正常情況或困難，賬戶持有人應盡快通知銀行。

12. 賬戶持有人的責任

- 12.1 銀行將參照不時適用於銀行的任何法律、條款、條例、指引、通告、行為守則和市場通行慣例，採取合理可行的措施，確保香港一卡通賬戶或其有關銀行服務的系統安裝有足夠的安全設計，並對作業系統時的風險加以控制和管理。
- 12.2 如果因電腦犯罪或系統錯誤而造成未經授權的交易，而該電腦罪行或系統錯誤如銀行依照上述12.1條採取風險控制和管理措施則本可防止，而且銀行認為賬戶持有人方面並無疏忽、欺詐或錯誤，則賬戶持有人將無須負責其因此所蒙受的任何直接損失。

- 12.3 不論本條款的任何條文，賬戶持有人在以下情況不須對未經授權交易所引致的直接損失負責：(i) 賬戶持有人並無欺詐或嚴重疏忽而他亦已採取了合理措施去確保卡、數碼證書、授權碼及私人密碼保密；或 (ii) 有關指示是在銀行已有合理機會按賬戶持有人根據上述4.4或6.4條行事後而發出的。

13. 免責

銀行不須為以下事情負責：-

- (a) 延遲或未能執行指示，除非這是由於銀行的違約或疏忽所產生；
- (b) 若賬戶持有人由於任何銀行不能合理控制的情況下未能進入銀行網頁或未能操作或使用香港一卡通賬戶或銀行服務(包括：個別電腦或電腦系統、使用卡的設備、電訊網絡、電子系統、互聯網服務供應商、連接互聯網的軟件或其他系統發生故障或不正常操作，或香港一卡通賬戶或任何銀行服務的暫時中止)；
- (c) 任何指示或其中內容受到未授權的攔截、干擾或遺失，除非這是因為銀行的違約或疏忽引致；
- (d) 銀行的網頁或電腦系統在其合理控制範圍外受電腦病毒或類似問題影響；
- (e) 銀行網頁或電腦系統受到未經授權的入侵或其他電腦罪案影響(如銀行已採取合理措施去防止其發生)；
- (f) 任何在銀行合理控制範圍外的其他行為或情況；及
- (g) 任何服務供應商、金融機構或其他第三者的行為或過失(如該行為或過失是在銀行合理控制範圍外)。

14. 其他一般條款及條件

- 14.1 除了以上所述，銀行的一般商業協議、銀行網頁所載任何條款或銀行其他的一般條款均適用於銀行服務及香港一卡通賬戶。前述協議及銀行條款可向銀行索取。
- 14.2 若本條款與以上14.1條所述協議及條款有衝突，以本條款為準。

GENERAL TERMS AND CONDITIONS FOR ACCOUNT HOLDERS

To: **China Merchants Bank Co., Ltd.**

The following terms and conditions apply to all accounts and related services provided by China Merchants Bank Co., Ltd., Hong Kong Branch (the "**Bank**" which includes all its sub-branches and offices situated in Hong Kong and its successor and assigns) to each of its customers (the "**Account Holder**"). By using or continuing to use such accounts or services after receiving a copy of these General Terms and Conditions for Account Holders ("**Terms and Conditions**"), the Account Holder shall be deemed to have agreed to be bound by them.

1. Interpretation and Definitions

1.1 In these Terms and Conditions:

- (a) "**Authorized Person**" means the person specified as such in the Mandate;
- (b) "**Business Day**" means a day on which the Bank is open to the general public for business in Hong Kong and, where the context permits, means in respect of any transaction, the business hours prescribed by the Bank from time to time when instructions for that transaction may be given to and accepted by the Bank;
- (c) "**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;
- (d) "**Mandate**" means any application or mandate signed by the Account Holder to the Bank for opening and operation of the relevant accounts or services;
- (e) a person includes an individual, a company, partnership or body unincorporate and its successors and assigns;
- (f) unless the context otherwise requires, words importing the singular include the plural and vice versa and the neuter gender includes the other genders;
- (g) a document is a reference to that document as amended or supplemented;
- (h) a provision of law is a reference to that provision as amended or re-enacted; and
- (i) a Clause or Schedule is a reference to a clause of or a schedule to these Terms and Conditions.

1.2 The headings in these Terms and Conditions are for convenience only and are to be ignored in construing these Terms and Conditions.

1.3 Where the Account Holder consists of partners, trustees or joint account holders, references to the Account Holder, where the context admits, are references to the persons who constitute the Account Holder for the time being.

1.4 Any reference to the "General Terms and Conditions for Account Holders" in any other document(s) shall be treated as a reference to these Terms and Conditions (including all schedules hereto) as amended, replaced or supplemented by the Bank from time to time.

2. Minimum Balances and Currencies

The Bank is entitled to prescribe:

- (a) minimum and maximum amounts or balances as well as interest rate (if any) in respect of the opening, operation and closing of accounts; and
- (b) the foreign currencies in which a foreign currency account may be denominated, the method of payment and currency of withdrawal.

3. Payments

All payments by the Account Holder to the Bank pursuant to these Terms and Conditions shall be made in Hong Kong dollars (or in any other currency in which the relevant liability is incurred) without any deduction, set-off or counterclaim and free and clear of any taxes. If the Account Holder is required by law to make any deduction or withholding, the Account Holder shall promptly pay to the Bank such additional amount as may be necessary to ensure that the Bank receives a net amount equal to the full amount which it would have received had payment not been made subject to any deduction or withholding.

4. Fees and Charges

- 4.1 The Bank is entitled to charge and debit any account(s) of the Account Holder with all interest, expenses, commission and banking charges arising in respect of such account(s) or in relation to any service provided by the Bank, or if the account balance falls below the Bank's prescribed minimum or if the account remains inactive beyond the period prescribed by the Bank. Details of the Bank's service charges are posted at the Bank and are also available upon request.
- 4.2 Any change in the levels of fees and charges and the basis on which they are determined will be notified to the Account Holder 30 days before the change takes effect.

5. Statements of Account

- 5.1 The Bank will normally send account statements to the Account Holder monthly or at such other interval as may be arranged. However, if there is no transaction in the account during the relevant period, the Bank reserves its right not to send an account statement to the Account Holder.
- 5.2 If the Account Holder does not receive a statement for an account within 7 days after the end of the period of which the statement relates, it should immediately notify the Bank in writing and request a copy of the same. Unless such a notification is received by the Bank within 14 days after the end of the period of which the statement relates, the Account Holder will be deemed to have received such statement from the Bank.
- 5.3 The Account Holder agrees that it has a duty to examine all statements supplied by the Bank on any of the accounts to see if there are any errors, discrepancies, unauthorized debits or other transactions or entries arising from whatever cause, including but not limited to, forgery, forged signature, fraud, lack of authority or negligence of the Account Holder or any other person (the "**Errors**"). The Account Holder also agrees that, unless it notifies the Bank in writing of any of the Errors within 90 days of the date of such statement, the statement shall, as between the Bank and the Account Holder, be regarded as conclusive and the Account Holder shall be deemed to have waived any rights to raise objections or pursue any remedies against the Bank in respect of the Errors, except for any unauthorized transaction (i) arising from forgery or fraud by any third party and in relation to which the Bank has failed to exercise reasonable care and skill or (ii) arising from forgery, fraud, default or negligence on the part of the Bank or any of its employees, agents, or servants. Notwithstanding the above, the Bank may at its discretion adjust any entries mistakenly or erroneously made by it.

6. Signature and Chop

The Account Holder is requested to observe the same style of signature and/or seal (if applicable) as specimen registered at the Bank. The Account Holder must give prior written notice to the Bank in respect of any change of specimen signature, seal, address or other pertinent particulars recorded with the Bank. Prior to its actual receipt of such notice, the Bank shall be entitled to act on the basis of the relevant instruction or information of the Account Holder then kept by the Bank and to comply with any instructions or instruments signed or given, or appear to be signed or given by the Authorized Person, irrespective of whether such instructions or instruments bear the seal/chop of the Account Holder as stated in the relevant Mandate. If a chop of the

Account Holder is affixed to any instructions or instruments, it will not form part of the signing authority or mandate and the Bank is under no obligation to verify the chop before accepting such instructions or documents of the Account Holder.

7. Sufficiency of Funds

7.1 The Account Holder shall ensure that there are sufficient funds in any account in respect of which a service is offered for withdrawing or transferring funds, whether by use of any electronic means or otherwise. The Bank is not obliged to act on any instruction or request for withdrawal or transfer if there are insufficient funds in the relevant account.

7.2 No account may be overdrawn except by prior arrangement with the Bank.

7.3 Notwithstanding Clause 7.2 above, if a withdrawal or transfer has been made by the Bank without sufficient funds in the relevant account, the Account Holder shall repay to the Bank on demand the money overdrawn or transferred together with handling charges and interest at the rate charged by the Bank for overdrafts. Details of the interest rate are posted at the Bank and are also available upon request.

8. Bank's Liability

The Bank shall not be liable in respect of any loss or damage suffered by the Account Holder due to or arising out of the Bank's handling or dealing with any account(s) or provision of any service unless the loss or damage is a direct consequence of an act of negligence or misconduct of the Bank or any of its employees, agents or servants. In particular, the Bank shall not be liable for any loss or damages suffered by the Account Holder as a result of or arising from:

- (a) the failure of the Account Holder to comply with these Terms or Conditions or the Mandate and to exercise due care in his dealings with the Bank;
- (b) the Bank acting on any unauthorized instruction (provided that the Bank acts in good faith and without default or negligence on the part of the Bank or any of its employees, agents or servants);
- (c) the misunderstanding or misinterpretation of any instruction whether given via telephone, electronic means or otherwise (provided that the Bank acts in good faith and without default or negligence on the part of the Bank or any of its employees, agents or servants); or
- (d) any failure of the Bank to perform any obligation or service or take any action where such failure is attributable directly or indirectly to any circumstances or event beyond the reasonable control of the Bank, (including any equipment malfunction, power failure, interruption in transfer facilities, or refusal or delay by a third party in taking any action) unless such loss or damage is directly caused by negligence or misconduct of the Bank.

9. Indemnity

The Account Holder shall indemnify and keep the Bank indemnified on demand from and against all losses, damages, liabilities, costs and expenses of any kind (including legal fees) reasonably and properly incurred by the Bank and all actions, suits, proceedings, claims and demands which may be taken by or against the Bank in connection with any account(s), any services provided by the Bank and/or the exercise of powers and rights of the Bank under these Terms and Conditions and/or the Mandates.

10. Deposits, Withdrawals and Transfer

10.1 The Bank may at any time without notice without liability and at its discretion refuse any deposit, limit the amount which may be deposited, return all or any part of any deposit.

- 10.2 Unless otherwise agreed by the Bank, the Account Holder may not draw against uncleared bills, drafts or cheques (whether drawn on the Bank or sent for collection) paid in by the Account Holder until the relevant proceeds or authenticated advice of final payment have been duly received by the Bank in immediately available funds.
- 10.3 Deposit by cheque is accepted for collection only and the proceeds will not be available to the Account Holder until the cheque is cleared.
- 10.4 Cheques drawn payable to the order of a party other than the Account Holder must be endorsed by such party and such cheques will be accepted for collection only at the sole discretion of the Bank. The Account Holder agrees to pay the Bank all costs or damages that may arise in connection with such collection.
- 10.5 The Bank reserves the right at any time, in its sole discretion, to satisfy a withdrawal request by:
- (a) telegraphic transfer;
 - (b) payment in bank notes;
 - (c) issuing a cashier's order or demand draft; or
 - (d) in the case of a withdrawal from a foreign currency account issuing a cheque drawn by the Bank on a bank in the country of that currency, payable in that currency, subject to the laws and regulations and to any government measures or restrictions of that country; or payment of an equivalent amount in Hong Kong dollars calculated at the Bank's buying rate prevailing at the time of payment.

and withdrawal by any of the methods above may be subject to the Bank's prevailing handling charges.

- 10.6 Withdrawals from an account may be made by completion of the appropriate withdrawal request in the form provided by the Bank or by any other ways acceptable to the Bank. Any payment made by the Bank to a person producing a withdrawal request which appears to have been signed, sealed or chopped (if applicable) as specimen registered with the Bank shall have the same effect as if made to the Account Holder personally and the Bank will not accept any responsibility whatsoever for any loss suffered by the Account Holder or any other parties unless caused by the default, fraud or negligence of the Bank or any of its employees, servants or agents.
- 10.7 Transactions involving any transfer of fund between accounts of the Account Holder (whether by electronic means or not) on any day may be processed on the date of the transaction or on next Business Day. If such transfer requires conversion of currency, the Bank may effect the conversion at its prevailing exchange rate at the time of transfer.

11. Uncollected Funds

- 11.1 Without prejudice to Clause 10.2 above, if the Bank permits the Account Holder to draw against items to be collected or funds to be transferred, the Account Holder shall on demand reimburse the Bank in full the amount drawn:
- (a) if the Bank does not receive the funds in full at the time when it ought to have received them;
 - (b) if the collection of such items or the transfer of such funds results in any of the Account Holder's accounts being overdrawn; or
 - (c) if, after the Bank has accepted the transfer, it is prevented from collecting or freely dealing with the funds in accordance with usual banking practice. Further, if the Bank accepts any items to be collected or funds to be transferred in favour of the Account Holder in lieu of cash settlement of its obligation, such settlement shall be

conditional upon receipt by the Bank of full payment of such item or funds in immediately available funds.

11.2 No interest will accrue on uncollected funds.

12. Foreign Currency Accounts

12.1 Without prejudice to any other provisions of these Terms and Conditions which are applicable to foreign currency accounts, all deposits into and withdrawals from any foreign currency accounts must be in currencies acceptable to the Bank and, where the conversion of currencies is required, such conversion is subject to the prevailing rate of exchange quoted by the Bank at the time of the deposit or withdrawal.

12.2 The Bank shall not be responsible or become liable for any diminution in the amount or the value of any amount credited to a foreign currency account due to taxes, imposts or depreciation, nor for the unavailability of any currency due to restrictions on convertibility or remittance, requisitions, involuntary transfers, exercise of military or usurped powers, or other similar causes beyond the Bank's control.

13. Remittance Services

13.1 The Account Holder is solely responsible for providing accurate information regarding the receiving party to the Bank for making out-going fund transfer. The Account Holder acknowledges that the Bank is acting solely as the Account Holder's agent when providing out-going fund transfer and has no control over the operations of and any service charge imposed by the receiving end. The time of availability of funds at the receiving end of an out-going fund transfer is subject to the location, local telecommunication system and the banking practices of the receiving party.

13.2 The Account Holder accepts the risk for any loss, delay, error, omission or mutilation which may occur in the transmission of any out-going fund transfer. The Bank will, however, promptly notify the Account Holder if an out-going fund transfer could not be effected.

13.3 In making an out-going fund transfer, the Bank reserves the right to effect such transfer through any correspondent/agent/intermediary as it may from time to time determine in accordance with its operational requirements. Where conversion of currencies is required for making an out-going transfer, such conversion is subject to the then prevailing rate of exchange of the Bank. Unless otherwise agreed between the Bank and the Account Holder, charges and expenses incurred by the Bank or the correspondents/agents/intermediaries of the Bank will be deducted from the funds remitted.

13.4 In case of cancellation of an out-going fund transfer by the Account Holder, if the refund of the proceeds is to be made in a different currency, it will be made on the basis of the amount received by the Bank at the Bank's buying rate on the day of refund. All cable or other charges and commission collected are not refundable.

13.5 Incoming remittances (denominated in any currency) in favour of the Account Holder will not be credited into the Account Holder's account on the day a payment advice is received by the Bank if that payment advice is received after the cut-off time specified by the Bank from time to time or the value date specified in that payment advice is later than the day that payment advice is received by the Bank. No interest will be payable on such incoming remittances until they are actually credited into an interest bearing account of the Account Holder.

13.6 In relation to an incoming remittance requiring any currency conversion, the Bank's then prevailing buying rate will apply.

13.7 An advice will be sent to the Account Holder after each out-going fund transfer or incoming remittance is made or received by the Bank. The Account Holder should promptly notify the Bank of any errors.

14. Account Holder's Instructions

14.1 Any instruction from the Account Holder or Authorized Person(s) on behalf of the Account Holder shall be given in the manner or pursuant to the arrangements from time to time prescribed by the Bank. The Bank may refuse to accept any instructions given otherwise than in accordance with such manner or arrangements.

14.2 All written instructions to the Bank must be signed in conformity with the Mandate. The Bank reserves the right not to accept any instructions given or purported to be given by or on behalf of the Account Holder over the telephone or by facsimile transmission or any other electronic means. However, if the Bank in its absolute discretion acts upon such instructions, the Account Holder agrees that the instructions shall be valid, effective and conclusively binding on the Account Holder, save in the case of fraud, default or negligence of the Bank or any of its employees, agents or servants.

14.3 The Account Holder acknowledges that where any instructions are sent to the Bank through facsimile transmission or other electronic means, it may not be possible for the Bank to verify the authenticity of the signature(s) on the instructions, and the Account Holder is fully aware of the risk of irregular or unauthorized instructions given as such. The Account Holder agrees that the Bank shall not be liable for any loss or damage whatsoever suffered or incurred by the Account Holder arising out of such instructions, unless the loss or damage is caused by fraud, default or negligence of the Bank or any of its employees, agents or servants.

14.4 The Account Holder authorizes the Bank to tape record all telephone conversations or any other communications between the Account Holder and the Bank regarding any instruction(s) or transaction(s) for the account(s) of the Account Holder and/or any service(s) provided by the Bank to the Account Holder. The Account Holder agrees that if a dispute arises at any time in relation to the contents of any telephone conversation or communication between the Bank and the Account Holder, the tape recording or a transcript of the same certified by an officer of the Bank shall be conclusive evidence as between the Bank and the Account Holder as to the contents of the telephone conversation or communication.

15. Interest on Credit Balance

15.1 Interest on interest-bearing accounts will accrue on the daily balance of the deposit at such rates (if any) and will be credited to the account at such times as the Bank may from time to time determine. These rates will be available upon request.

15.2 No interest may be earned on such account as determined by the Bank if the credit balance in that account is less than the minimum amount specified by the Bank from time to time.

16. Closure of Accounts

16.1 The Bank may close any account of the Account Holder by giving reasonable notice in writing to the Account Holder at its address last known to the Bank.

16.2 The Bank may close any account of the Account Holder immediately without prior notice to the Account Holder if:

- (a) the account balance falls to zero;
- (b) the account has been inactive for such period as the Bank may determine; or
- (c) the Bank is of the opinion that the account is being used for illegal or improper purpose.

- 16.3 Upon notice of closure being sent to the Account Holder, the Account Holder may collect the balance (less all charges) from the Bank. Otherwise, the Bank may transfer the balance (less all charges) to the Bank's unclaimed balance account for collection by the Account Holder or remit the same to the Account Holder's address last known to the Bank by cheque, cashier's order or draft as the Bank may determine.
- 16.4 Upon completion of the closure of account mentioned above, the Bank shall be released from any further obligations and the Account Holder shall be responsible for any and all consequences resulting or arising from such closure.

17. Suspending Operation of Accounts

- 17.1 The Bank may at any time without notice to the Account Holder suspend the operation of any account for such period as the Bank may determine where:
- (a) there appears to be irregularity in the operation of the account,
 - (b) conflicting instructions are received in relation to the account, or
 - (c) the Bank has received claims from any third party in relation to the funds in the account.
- 17.2 If the Bank receives notice of a petition for the winding-up or bankruptcy of an Account Holder, the Bank may suspend all or any operations relating to the accounts maintained in the name of that Account Holder until the Bank is satisfied that the relevant petition is irrevocably discharged. After such suspension, and notwithstanding the terms of any existing or future mandates or other agreements between the Bank and that Account Holder governing the operation of accounts held in the name of that Account Holder or credit or other facilities or banking arrangements with that Account Holder, the Bank may in its absolute discretion refuse to act in accordance with all or any instructions relating to the operation of accounts maintained in the name of that Account Holder so suspended (whether given before or after the Bank's receipt of notice of that Account Holder's winding-up or bankruptcy). For the purposes of this Clause, if the Account Holder is a partnership or joint account holders, references to Account Holder include each member of the partnership or each joint account holder (as the case may be).
- 17.3 The Bank shall not be liable to the Account Holder for any action taken or not taken by it with respect to any accounts the operations of which are suspended under Clauses 17.1 or 17.2 unless directly caused by the Bank's negligence or misconduct.

18. Retention of Documents

- 18.1 The Bank shall have no obligation to retain any cheques, drafts or other documents relating to any account. The Bank may at its discretion destroy all documents relating to any account after microfilming, imaging or storing the same by another medium as the Bank may consider appropriate.
- 18.2 The Account Holder agrees that:-
- (a) cheques drawn by the Account Holder which have been paid may, after having been recorded in electronic form, be retrieved 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 the clearing house operated by HKICL and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and
 - (b) the Bank is authorized to contract inter alia with collecting bank and HKICL in accordance with the terms in sub-clause (a) above.

19. Evidence of Indebtedness

A certificate signed by any one of the Bank's officers as to the amount at any time owing to the Bank shall, in the absence of manifest error, be conclusive evidence as against the Account Holder of the amount so owing.

20. Notices

- 20.1 All notices or other communications in connection with the accounts or services of the Account Holder are to be sent at the Account Holder's risk. The Bank does not assume any responsibility for any inaccuracy, interruption, error or delay or total failure in transmission or delivery by post, facsimile or other written form of electronic communication.
- 20.2 All notices or other communications from the Bank to the Account Holder must be given in writing and unless otherwise stated, may be made by letter, facsimile or e-mail. Any such notice will be deemed to be given as follows:
- (a) if by letter, when delivered personally or when sent by prepaid post, two or seven Business Days following that on which it was so posted to an address in Hong Kong or overseas respectively; and
 - (b) if by facsimile or e-mail, when confirmed by an activity report confirming the facsimile number or e-mail address to which such notice was successfully sent.
- 20.3 The address, facsimile number or e-mail address of the Account Holder for all notices under these Terms and Conditions are:
- (a) those set out in the Mandate; or
 - (b) any other notified by the Account Holder for this purpose to the Bank by not less than 5 Business Days' notice or last known to the Bank.
- 20.4 Any notice or other communication given to the Bank must be given in writing duly signed by the Authorized Person or the Account Holder and addressed to the manager of the branch of the Bank at which the relevant account is maintained and shall be deemed to have been given only on actual receipt.
- 20.5 All notices or announcements by the Bank in connection with any of the accounts, services or charges governed by these Terms and Conditions shall also be deemed duly given or made and effective and binding on the Account Holder if the Bank has:
- (a) displayed the notice or announcement at the Bank's branches;
 - (b) advertised the notice or announcement in a daily newspaper circulating in Hong Kong;
 - (c) sent the notice or announcement by ordinary mail to the last known address of the Account Holder; or
 - (d) in relation to transactions operated through online or electronic banking services offered by the Bank, put the notice or announcement on the Bank's website whether or not the Account Holder has retrieved or read the notice.

21. Personal Data and Confidentiality

- 21.1 If the Account Holder is an individual or consists of individuals, any personal data (as defined in the Personal Data (Privacy) Ordinance (Cap.486, Laws of Hong Kong)) which the Account Holder provides to the Bank shall be treated in accordance with the Bank's "Notice to Customer and other Individuals relating to the Personal Data (Privacy) Ordinance" from time to time provided to the Account Holder and which is incorporated in these Terms and Conditions by reference.
- 21.2 The Bank may disclose and transfer from time to time all information in connection with the Account Holder's accounts and business with the Bank, provided to the Bank by the

Account Holder or otherwise known to the Bank (including personal data) ("**Account Holder Information**") to other branches and offices of China Merchants Bank Co., Ltd. and to any subsidiaries or associated companies or holding company of China Merchants Bank Co., Ltd. or any subsidiary or associated company of that holding company ("**Bank Group**") or any agent, contractor or third party service provider who offers administrative, telecommunications, computer, payment, securities clearing or any other services to the Bank in connection with the operation of the business of the Bank. The Bank or any other member of the Bank Group may also disclose any Account Holder Information if required or permitted to do so by any law, regulation, court order or any regulatory authority in any jurisdiction.

22. Variation

The Bank may, by not less than 30 days' notice to the Account Holder vary, amend or supplement these Terms and Conditions and such variation, amendment or supplement shall take effect as between the Bank and the Account Holder on the date falling 30 days after the date on which the Account Holder is served with a notice setting out the details of such variation, amendment or supplement or, if later, the date specified in the notice.

23. Complaints

The Account Holder may make a complaint by writing to any sub-branch of the Bank in Hong Kong. Such complaint must clearly identify the Account Holder, the Account Holder's account number, the Account Holder's address and the specific nature of the complaint.

24. Assignment

No assignment of any rights or obligations of the Account Holder under these Terms and Conditions shall be effective without the prior written consent of the Bank.

25. Set-off

25.1 The Bank may, at any time and without notice, combine or consolidate all the Account Holder's accounts with the Bank and apply any credit balance to which the Account Holder is entitled in or towards satisfaction of any obligation (whether or not matured, actual, future, contingent, unliquidated or unascertained) owed by the Account Holder to the Bank, regardless of the currency, the place of payment or the office through which the Bank is acting.

25.2 For this purpose, the Bank is authorized to purchase, at the Bank's prevailing rate of exchange, such other currencies as may be necessary to effect such application with the monies standing to the credit of such accounts. The Account Holder shall be liable for any shortfall if the converted currency is less than the outstanding liability.

25.3 If any of the Account Holder's obligations and liabilities owed to the Bank is unliquidated or unascertained, the Bank may set off amount estimated by it in good faith to be the amount of that obligation.

26. No Waiver

No act or omission by the Bank pursuant to these Terms and Conditions shall affect its rights, powers or remedies.

27. Severability

Where any clause or provision hereunder is ruled to be illegal, invalid or unenforceable by any court having competent jurisdiction, such clause or provision shall be severable from these Terms and Conditions, and the remaining clauses and provisions hereunder shall remain valid.

28. Jurisdiction and Limitations

- 28.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong, and the parties consent to the non-exclusive jurisdiction of the courts of Hong Kong in connection with any suit, action or proceeding arising out of or in connection with these Terms and Conditions provided that nothing contained in this Clause 28.1 shall preclude the taking of proceedings by the Bank in any other court of competent jurisdiction.
- 28.2 All contracts entered into between the Account Holder and the Bank in relation to any account(s) and services provided by the Bank are deemed to be concluded in Hong Kong.
- 28.3 These Terms and Conditions shall be binding on the Account Holder and its estate, personal representatives, trustee in bankruptcy, receiver, liquidator or other successor. If the Account Holder is a partnership these Terms and Conditions shall apply notwithstanding any change in the membership of the Account Holder by death, bankruptcy, retirement, receivership or winding-up or of any partner(s) or the admission of any new partner(s).

29. Language

The Chinese version of these Terms and Conditions is for reference only and if there is any conflict between the English and Chinese versions, the English version shall prevail.

Schedule 1: ADDITIONAL TERMS AND CONDITIONS FOR TIME/CALL DEPOSIT ACCOUNTS

The following additional terms and conditions in this Schedule 1 will govern time deposit or call deposit accounts of the Account Holder opened with the Bank. The "General Terms and Conditions for Account Holders" (the "**Terms and Conditions**") from time to time issued by the Bank shall apply to the following as if those Terms and Conditions are set out in this Schedule in full.

1. Deposits

- 1.1 If a Hong Kong Dollar deposit matures on a non-Business Day, the deposit shall be payable on the next Business Day and interest shall be paid up to but excluding that day.
- 1.2 If a foreign currency deposit matures on a day on which banks in either the country of the relevant foreign currency or in Hong Kong are not generally open for business, the deposit shall be payable on the next succeeding day on which all such banks are generally open for business and interest shall be paid up to but excluding that day.

2. Interest

- 2.1 Interest is calculated up to but excluding the maturity date. Interest is only payable on the maturity date. Details of accrued interest and the amount of tax (if any) deducted will be advised each time when the interest is paid.
- 2.2 Interest on time deposits is fixed for the entire deposit period. Interest on call deposits will be simple interest accruing from day to day at the call rate specified by the Bank on a daily basis.
- 2.3 Interest is calculated on a 365 or 366 day year basis where the deposit is denominated in Hong Kong Dollars and on a 360 day year basis (in both ordinary and leap years) where the deposit is denominated in other currencies, or on such other day year basis as may be determined by the Bank from time to time.

3. Maturity of Deposits

- 3.1 At the request of the Account Holder, the Bank may at its discretion repay a deposit before maturity on such terms as the Bank may prescribe.
- 3.2 If no maturity instruction is received from the Account Holder before maturity, the Bank will hold the relevant deposit at maturity at the Account Holder's disposal pending the Account Holder's instructions. Interests from maturity until instructions are received may be paid at such rate as the Bank may specify.
- 3.3 Where instructions for automatic renewals for deposits are given, the interest rate applicable to the relevant type of deposit prevailing on the maturity date will be the rate for the renewal.

4. Early or Partial Withdrawal

Withdrawal or partial withdrawal of a call deposit is subject to prior notice (of such period as from time to time specified by the Bank) from the Account Holder to the Bank. A fixed deposit may not be withdrawn prior to maturity. Any withdrawal or partial withdrawal of a fixed deposit prior to maturity or withdrawal or partial withdrawal of a call deposit without sufficient prior notice shall only be permitted at the discretion of the Bank in which case the Bank may levy a charge and/or forfeit the interest accrued on the deposit in whole or in part.

5. Charges

The Bank may charge a commission on the face amount of foreign currency notes, cheques, drafts, payment orders or other monetary instruments deposited into a foreign currency account.

Schedule 2: ADDITIONAL TERMS AND CONDITIONS FOR CURRENT ACCOUNTS

The following additional terms and conditions in this Schedule 2 will govern current accounts of the Account Holder opened with the Bank. The "General Terms and Conditions for Account Holders" (the "**Terms and Conditions**") from time to time issued by the Bank shall apply to the following as if those Terms and Conditions are set out in this Schedule in full.

1. Cheque Books

- 1.1 All applications to obtain a cheque book must be made in writing and signed by the Account Holder. The Bank assumes no responsibility for delay or loss occasioned by delivery of cheque books to the Account Holder's last known address or the address supplied by the Account Holder or delivery of cheque books to the Authorized Person (if any). Upon receiving new cheque book, the Account Holder should check that no individual cheque has been removed. Any irregularities should be immediately reported to the Bank.
- 1.2 If the Account Holder has no further use for any cheque book issued to it or if the Account Holder's account is closed, the Account Holder shall return the cheque book to the Bank as soon as possible.
- 1.3 The Account Holder shall ensure that all cheque books and other bank forms issued to it shall at all times be kept in a secured place and subject to proper control to guard against loss or theft. If the Bank has paid a cheque lost, stolen, unlawfully used, fraudulently altered or forged, without having previously received written notice from the Account Holder regarding the loss or theft of the cheque book or of any cheque forms, the Bank will be entitled to debit the Account Holder's account for the amount paid.
- 1.4 No blank cheque or cheque book should be given to any other person. In case of the loss of any signed cheque, blank cheque or cheque book, the Account Holder should report the loss to the Bank as soon as possible.

2. Manner in Drawing Cheques

- 2.1 Cheques must be drawn on cheques provided by the Bank in the currency in which the account is denominated.
- 2.2 The Account Holder agrees to exercise care when drawing cheques and to fill up any cheque it issues in such a manner that fraud, forgery or falsification is prevented as far as possible: the amount for which the cheque is issued must therefore be written in figures and in words in such a way that any addition of figures or words would be impossible without immediate detection. All alterations on cheques must be confirmed by the full signature of the Account Holder. A line should be drawn or the word "only" should be added after the amount expressed in words. Only Arabic numerals should be used for figures.
- 2.3 The Bank will not be responsible for losses arising from alterations on cheques which cannot be readily detected.
- 2.4 Cheque should not be pre-signed in blank. All cheques must be written in permanent and non-erasable ink in Chinese or English and be signed in conformity with the specimen signature(s) registered with the Bank.
- 2.5 A "bearer" cheque is payable to bearer and an "order" cheque can only be paid to the named payee or the person in whose favour is purportedly endorsed by the payee. In sending the cheques through post or otherwise, the words "OR BEARER" should be deleted and the cheques crossed. If the Account Holder intends that the proceeds of the cheque are to be applied for the account of the named payee or to an account authorized by the named payee only, the Account Holder is recommended to cross the cheque with "Account Payee Only and Not Negotiable".

3. Honouring of Cheques

- 3.1 The Bank is not obliged to honour any stale cheque (i.e. a cheque which has been issued for more than six months or such other period as is customary for this purpose), any post-dated cheque or any cheque which is defaced, incorrectly completed or altered without confirmation by the full signature of the Account Holder. If it does so other than as a result of negligence or misconduct of any officer, employer or agent of the Bank, the Bank shall incur no liability to the Account Holder for having done so.
- 3.2 The Bank will not honour any cheque if there are insufficient funds in the account and if pre-arranged credit is not available. The Bank may, however, honour such cheque at its discretion without seeking prior approval of or giving prior notice to the Account Holder.

4. Stop Payment

- 4.1 Should the Account Holder desire to stop payment on a cheque, complete instructions fully identifying the cheque must be given to the Bank together with any further documentation required by the Bank. Such instructions shall include:
- (a) the cheque number;
 - (b) the date of issuance;
 - (c) the payee's name; and
 - (d) the amount.
- 4.2 Stop payment instructions received other than in writing will not be binding on the Bank, but the Bank may at its discretion act on such non-written instructions to stop payment of cheque without liability on the part of the Bank. In relation to stop payment instructions, the Account Holder agrees:-
- (a) to indemnify the Bank against any loss of any kind which may be incurred or sustained by the Bank as a result of payment or non-payment of the cheque;
 - (b) that the Bank will not be liable for failing to carry out the Account Holder's instructions unless the failure is caused by the negligence or misconduct of any officer, employee or agent of the Bank;
 - (c) to notify the Bank promptly in writing if the cheque is recovered or destroyed or when the instructions are to be cancelled; and
 - (d) that instructions are automatically cancelled six months after the date of the issuance of the cheque.

5. Liability

The Account Holder acknowledges and agrees that the Bank shall not be liable for any loss incurred by the Account Holder arising out of his failure to comply with these Terms and Conditions and to exercise due care in the handling and use of cheques and the conduct of the account generally.

6. Interest

The Bank may (but not obliged to) pay interest on credit balance in any current account of the Account Holder.

Schedule 3: ADDITIONAL TERMS AND CONDITIONS FOR HONG KONG ALL-IN-ONE CARD SERVICES

The following additional terms and conditions in this Schedule 3 will govern the Hong Kong All-In-One Card Account and its related services provided by the Bank to its Account Holder. The "General Terms and Conditions for Account Holders" (the "**Terms and Conditions**") from time to time issued by the Bank shall apply to the following as if those Terms and Conditions are set out in this Schedule in full.

1. Definitions

In this Schedule:

- (a) "**Hong Kong All-in-One Card Account**" means the account in the name of the Account Holder which is opened, operated and maintained in accordance with these Terms and Conditions and unless the context otherwise requires, any reference to "**Hong Kong All-in-One Card Account**" shall include all sub-accounts opened, operated and maintained under such account;
- (b) "**Authorization Code**" means the authorization code issued by the Bank to the Account Holder in relation to a Digital Certificate;
- (c) "**Card**" means the card issued by the Bank to the Account Holder by which the Account Holder can access the Hong Kong All-in-One Card Account and/or utilize the Services through automated teller machine, point of sales terminal or any other device or equipment prescribed by the Bank from time to time (collectively "**Card Access Terminal**");
- (d) "**Digital Certificate**" means the digital certificate issued by the Bank to the Account Holder to access the Hong Kong All-in-One Card Account and/or utilize the Services through internet and/or other electronic means prescribed by the Bank from time to time;
- (e) "**Instruction**" means an instruction given by the Account Holder to the Bank by computer, Card Access Terminal, telephone, mobile telephone or any other device, machine or equipment linked to the Bank's system or by any means as the Bank may from time to time prescribe;
- (f) "**PIN**" means any of the personal identification number(s) issued by the Bank to the Account Holder or self-selected by the Account Holder for the purpose of accessing the Hong Kong All-in-One Card Account and/or utilizing the Services;
- (g) "**Services**" means the banking and any other services (of whatever type and nature) from time to time offered by the Bank subject to these Terms and Conditions; and
- (h) "**Transaction**" means a transaction effected by the Bank on an Instruction.

2. Scope of Services, Limits and Cut-off Time

- 2.1 The scope of the Services, types of sub-accounts comprised in the Hong Kong All-in-One Card Account, the applicable Transaction limits and restrictions, the cut-off time and date applicable to a particular type of service or Transaction, the applicable fees and other features in respect of the Hong Kong All-in-One Card Account and Services will be determined by the Bank from time to time at its absolute discretion.
- 2.2 Any Transaction effected after the daily cut-off time in Hong Kong or on a non-Business Day shall be treated for value on the next Business Day.
- 2.3 The Bank may at its discretion add to, restrict, suspend or terminate all or any of the Services at any time.

3. Hong Kong All-in-One Card Account

- 3.1 The Account Holder may from time to time open and operate such sub-accounts in Hong Kong with the Bank under the Hong Kong All-in-One Card Account subject to the terms and conditions that the Bank may determine from time to time.
- 3.2 The Account Holder authorizes the Bank to debit credit balance in the Hong Kong All-in-One Card Account (including the sub-account(s)) and, if necessary, convert such credit balance into another currency at the Bank's prevailing exchange rate for satisfying any transfer or withdrawal Instruction given to the Bank or any payment under any Transaction.
- 3.3 The operation and Transactions of the Hong Kong All-in-One Card Account (including the sub-accounts) shall be subject to the provisions in these Terms and Conditions and in Schedules 1 and 2 above.

4. Card

- 4.1 The Card is and shall at all times be the property of the Bank and subject to the Bank's cancellation or withdrawal at any time. The Customer shall surrender the Card to the Bank immediately upon demand.
- 4.2 The Account Holder shall ensure that the Card is kept under the personal control of the Account Holder and will not permit any other person other than the Account Holder to use the Card.
- 4.3 The Account Holder shall in all circumstances and at all times be responsible for all Transactions involving the use of Card by any person whether or not authorized by the Account Holder.
- 4.4 In case of any loss or theft of the Card, the Account Holder shall notify the Bank in person immediately or by telephone at such telephone number as the Bank may from time to time prescribe. The Account Holder shall confirm such notification in writing. The Account Holder is liable for all Transactions involving the use of the Card by any person prior to the Bank's actual receipt of such notification and having a reasonable opportunity to take action in respect of such notification. If a replacement Card is issued, the Bank may charge a fee for it.
- 4.5 The Bank shall not be liable for the refusal of any merchant to accept or honour the Card for goods and/or services supplied to the Account Holder nor shall the Bank be responsible in any way for the goods and/or services supplied by the merchant. Any complaints by the Account Holder relating to any merchant must be resolved by him with such merchant and no such claim may be the subject of a set-off or counter-claim by the Account Holder against the Bank.
- 4.6 Unless otherwise determined by the Bank, cash and/or cheques may be deposited with the Bank by the use of the Card at the Bank's automated teller machines where the following provisions shall apply:-
 - (a) any cash and/or cheque so deposited shall not be treated as having been received by the Bank until after the Bank's verification thereof which may not take place on the same day of deposit. Until such verification and subject to clearing of the relevant cheque, the Bank is entitled not to credit the amount for use of the Account Holder; and
 - (b) the advice issued by the Bank's automated teller machine in respect of the acceptance of any such deposit represents only what the Account Holder has purported to have deposited with the Bank by the use of the Card and shall in no way bind the Bank as to its correctness.

5. Internet Service

- 5.1 The Account Holder may access the Bank's website and give Instruction to the Bank through internet by using a Digital Certificate. The Digital Certificate is issued and sent to the Account Holder at his own risk.
- 5.2 The Account Holder shall obtain at his own cost suitable computer equipment, software and connection to the internet to access the Hong Kong All-in-One Card Account and/or utilize the Services. The Account Holder shall be responsible for all telephone, internet service and other charges incurred in accessing the Hong Kong All-in-One Card Account and/or utilizing the Services through internet.
- 6. Responsibilities for Security**
- 6.1 The Account Holder shall keep the Authorization Code, PIN and Digital Certificate confidential and shall be responsible for any accidental, intentional or unintentional disclosure to any other person. The Account Holder shall act in good faith and exercise all due care and attention to prevent the loss of and/or use of Digital Certificate, Authorization Code and/or PIN by any third party.
- 6.2 In particular, the Account Holder shall:-
- (a) not disclose the Digital Certificate and Authorization Code or the PIN to any person or allow the Digital Certificate and Authorization Code and/or the PIN to be used by any person other than the Account Holder;
 - (b) to memorize the PIN and Authorization Code and destroy the notice to the Account Holder of the PIN and Authorization Code;
 - (c) implement control measures to prevent unauthorized access to the Digital Certificate, Authorization Code and/or the PIN;
 - (d) not write down or record the Digital Certificate, Authorization Code or the PIN without disguising it;
 - (e) change the PIN on a regular basis;
 - (f) avoid using easily accessible personal data or information such as personal telephone number, birthday, identification document number or recognizable part of the name of the Account Holders as the PIN; and
 - (g) avoid using the same identification and secret code for accessing other similar services.
- 6.3 The Account Holder agrees that he shall be responsible for all Transactions involving the use of the Digital Certificate, Authorization Code and/or the PIN by any person whether or not authorized by the Account Holder. The Account Holder acknowledges that there are risks of the Digital Certificate, Authorization Code and/or the PIN being abused by any other persons or for unauthorized purposes and agrees to bear all such risks.
- 6.4 The Account Holder shall notify the Bank immediately upon notice or suspicion of the Digital Certificate, Authorization Code and/or the PIN being lost, compromised or disclosed to or obtained by any unauthorized person or any unauthorized Instruction given or Transaction effected with the Digital Certificate, Authorization Code and/or the PIN. Such notification shall be made by reporting to the Bank in person or by telephone at such telephone number as the Bank may from time to time prescribe. The Account Holder shall confirm such notification in writing.
- 6.5 The Bank shall have no duty to verify the identity or authority of the person giving an Instruction to the Bank if the correct Digital Certificate, Authorization Code and/or PIN is used.
- 6.6 Any Digital Certificate, Authorization Code or PIN shall remain effective until changed by the Account Holder or cancelled by the Bank.

7. Suspension and Termination

- 7.1 Suspension or termination by the Account Holder of any Services or Hong Kong All-in-One Card Account shall be effective only after notice of such suspension or termination has been given to the Bank and the Bank has a reasonable opportunity to act upon the notice.
- 7.2 The Bank may terminate Hong Kong All-in-One Card Account or any Services at any time upon notice to the Account Holder. The notice may take effect immediately. The Bank shall not be liable for any loss or damage suffered by the Account Holder as a result of or arising out of any voluntary or involuntary suspension or termination of Hong Kong All-in-One Card Account or any Services for any reason whatsoever. In addition, the Bank may at any time suspend any Hong Kong All-in-One Card Account or any Services if it receives any notification made or purportedly made by the Account Holder in respect of the loss, theft or possible compromise of the Digital Certificate, Authorization Code, PIN or Card.

8. Information Inquiry

- 8.1 Any exchange rate, loan rate, interest rate and other dealing rate quoted by the Bank in the course of providing any Services is for reference only and is not binding on the Bank unless confirmed by the Bank. Such confirmed exchange rate, loan rate, interest rate or other dealing rate, if accepted by the Account Holder in a Transaction, shall be binding on the Account Holder notwithstanding that a different exchange rate, loan rate, interest rate or dealing rate might have been quoted by the Bank at the relevant time through other means of communication.
- 8.2 Information relating to any account or Transaction made available on the Bank's website, Card Access Terminal or by other electronic means are for reference only. The Bank's records of such account and Transaction shall be conclusive unless and until contrary is established.

9. Recordings and Records

The Bank is authorized to record by any means all Instructions between the Bank and the Account Holder, and to keep those recordings for as long as the Bank considers necessary.

10. Instruction

- 10.1 In giving any Instruction to the Bank, the Account Holder shall quote the PIN and other information requested by the Bank and shall comply with such requirements and procedures prescribed by the Bank from time to time. The Account Holder acknowledges that he has a duty to verify the contents of any Instruction before it is submitted. The Bank shall be entitled to assume that all Instructions are accurate and reflect the precise requirements of the Account Holder.
- 10.2 Instructions transmitted shall not be deemed properly received by the Bank unless they are given in such manner as the Bank may prescribe and until the Bank has actually received them. The Bank shall have absolute discretion not to act on the Instructions received without giving any notice or liability to the Account Holder.
- 10.3 The Bank may not send any advice to the Account Holder with respect to a Transaction. A record of each Transaction will be shown in the regular account statements provided by the Bank to the Account Holder.
- 10.4 The Account Holder agrees and acknowledges that any Instruction given by any person by use of PIN, Authorization Code, Card or Digital Certificate (or any combination of them) shall be conclusively deemed to be the Instruction duly given by and binding on the Account Holder. The Account Holder accepts all risks and any liability arising from such Instruction and any resulting Transaction.

- 10.5 Any Instruction given by the Account Holder may not be amended, revoked or withdrawn. Any Instruction acted on by the Bank in good faith shall be binding on the Account Holder. If a dispute arises at any time in relation to the contents of any Instruction, the Bank's relevant recordings shall be conclusive evidence of such contents.
- 10.6 The Bank will only act upon or carry out an Instruction so far as it is practicable or reasonable for it to do so and in accordance with its regular business practices and procedures. Any Instruction received by the Bank outside the normal business hours of the Bank or on a non-Business Day will be considered to have been received by the Bank on the next Business Day.

11. Account Holder's Undertakings

- 11.1 The Account Holder shall operate the Hong Kong All-in-One Card Account and use Services in accordance with these Terms and Conditions and the operation policy and procedure relating to the Hong Kong All-in-One Card Account and the Services provided by the Bank from time to time.
- 11.2 The Account Holder undertakes not to tamper with, modify, decompile, reverse engineer or otherwise alter or gain unauthorized access to any part of the Services or the Bank's website or any of the software comprised in them.
- 11.3 The Account Holder shall not upload, post, publish, transmit, reproduce or distribute in any way, any component of the Bank's website or any information obtained through the Bank's website which is protected by copyright, or other proprietary right, or create derivative works with respect thereto, without prior written consent of the Bank.
- 11.4 The Account Holder shall notify the Bank as soon as the Account Holder encounters any irregularity or difficulty in using the Hong Kong All-in-One Card Account or any Services.

12. Liabilities of the Account Holder

- 12.1 The Bank will take reasonably practicable steps to ensure that its systems in connection with the Hong Kong All-in-One Card Account or the Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time.
- 12.2 If, in the opinion of the Bank, there is no negligence, fraud or fault on the part of the Account Holder, the Account Holder will not be liable for any direct loss suffered by the Account Holder as a result of any unauthorized Transaction caused by a computer crime or system error which should have been prevented by the risk control and management measures had the Bank adopted such measures in accordance with paragraph 12.1 above.
- 12.3 Notwithstanding any provisions in these Terms and Conditions, the Account Holder shall not be liable for any direct loss suffered by him as a result of unauthorized Transactions if (i) he does not act fraudulently or with gross negligence and he has taken reasonable steps to keep the Card, Digital Certificate, Authorization Code and the PIN secure and confidential; or (ii) the relevant Instruction is given after the Bank has a reasonable opportunity to act on the Account Holder's notification under paragraph 4.4 or 6.4 above.

13. Limitation of Liabilities

The Bank shall not be liable:-

- (a) for any delay or failure to act upon Instructions unless such delay or failure arises from the default or negligence of the Bank;
- (b) if the Account Holder is unable to gain access to the Bank's website or otherwise to operate and use the Hong Kong All-in-One Card Account or the Services for reasons beyond the reasonable control of the Bank including any failure or malfunction of any individual computer or computer system, Card Access Terminal,

telecommunication network, electrical system, internet service provider, software or other system providing access to the internet or internet services or any other temporary suspension of the Hong Kong All-in-One Card Account or the Services;

- (c) in respect of any unauthorized interception, corruption or loss of any Instruction or data contained in any Instruction unless the same results from the default or negligence of the Bank;
- (d) in respect of any computer virus or similar problem affecting the Bank's website or the computer system, beyond the Bank's reasonable control;
- (e) for any unauthorized "hacking" or other computer crime perpetrated upon the Bank's website or the computer system, if the Bank has taken reasonable steps to guard against the same;
- (f) any other acts or circumstances beyond the Bank's reasonable control; and
- (g) any act or failure to act by any service providers, financial institutions or other third parties beyond the Bank's reasonable control.

14. Other Usual Terms and Conditions

- 14.1 In addition to the above, the Bank's General Commercial Agreement, any terms and conditions appearing on the Bank's website and other usual terms and conditions of the Bank shall govern any Transactions under the Services and the Hong Kong All-in-One Card Account. Copies of the aforesaid agreement and the terms and conditions of the Bank are available upon request.
- 14.2 If there is any conflict between these Terms and Conditions and the agreement and terms and conditions referred to in paragraph 14.1 above, these Terms and Conditions shall prevail.