



一般戶口條款

General Account Terms

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This document's reference is GAT.JULY.2006.

These are the General Account Terms referred to and incorporated in an Account Opening Form from the Client addressed to the Bank.

1. DEPOSITS

1.1 **Cash Deposits:** Subject to clause 1.3 (*Reversal of credits*), the Bank will credit the relevant Account with an amount equal to any Cash Deposit in accordance with the Bank's normal practice in the Jurisdiction.

1.2 Non-Cash Deposits

(a) Provided the named payee of any Non-Cash Deposit matches the name of the Client and subject to clause 1.3 (*Reversal of credits*), the Bank will credit the relevant Account with an amount equal to any Non-Cash Deposit in accordance with the Bank's normal practice in the Jurisdiction.

(b) The Bank may decline to make a Collection in relation to any Non-Cash Deposit and will Notify the Client as soon as practicable if it so determines.

(c) Subject to sub-clause (b) above, the Bank will act only as the Client's agent for Collection in relation to a Non-Cash Deposit.

1.3 **Reversal of credits:** The Bank may without prior notice to the Client cancel, reverse or debit all or part of any credit (including interest, if any, paid by the Bank on such credit) made in relation to any Deposit:

(a) to correct a mistake;

(b) where an Account has been credited but the Bank does not obtain cleared and unconditional funds relating to the relevant Non-Cash Deposit in full or promptly for any reason;

(c) in relation to a Non-Cash Deposit, where the Bank is required to return the money to the relevant payer/drawer or paying bank or other financial institution for any reason; or

(d) where it has reasonable grounds for doing so.

The Bank will Notify the Client as soon as is practicable of any such cancellation, reversal or debit.

1.4 **Different currencies:** Where the currency of a Deposit is different from the relevant Account Currency, before crediting the relevant Account, the Bank may convert the Deposit into the Account Currency at the Bank's prevailing exchange rate or, in the absence of a prevailing exchange rate, such other exchange rate as the Bank may reasonably specify. The Client will pay any fee which the Bank usually charges for such a conversion.

1.5 **Other bank's fees:** The Client will pay any commissions, fees, interest or other charges imposed by any bank or other financial institution on the Client or the Bank in relation to any Account Transaction.

2. WITHDRAWALS

2.1 **Withdrawals:** Subject to these Terms, the Bank will allow

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本文件之參考編號為GAT.JULY.2006.

本文件是客戶遞交本行的開戶表格所提及併入的一般戶口條款。

1. 存款

1.1 **現金存款:** 除第1.3條(入帳沖銷)另有規定外, 本行將按照本行在國家地區的常規, 將相等於現金存款的款額記入有關戶口。

1.2 非現金存款

(a) 只要任何非現金存款的指定收款人與客戶的名稱相符, 除第1.3條(入帳沖銷)另有規定外, 本行將按照本行在國家地區的常規, 將相等於非現金存款的款額記入有關戶口。

(b) 本行可拒絕代收任何非現金存款, 若有此決定, 本行將在可行情況下盡快知會客戶。

(c) 除上文(b)段另有規定外, 本行將只作為客戶的代理人代收任何非現金存款。

1.3 **入帳沖銷:** 在下列情況下, 本行可取消、沖銷或扣除就任何存款作出的全部或部分入帳(包括本行就該入帳支付的利息, 若有), 無須事先通知客戶:

(a) 以更正某項錯誤;

(b) 在戶口入帳後, 本行因任何原因並未就有關的非現金存款及時獲得已結算及無附帶條件的全數資金;

(c) 本行因任何原因須將非現金存款退還有關付款人/發票人或付款銀行或其他財務機構; 或

(d) 本行有合理原因如此。

若進行上述取消、沖銷或扣除入帳, 本行將在可行情況下盡快知會客戶。

1.4 **不同貨幣:** 若存款貨幣與有關戶口貨幣不同, 在有關戶口入帳之前, 本行可按本行當時有效的匯率, 或如沒有有效匯率, 則按本行合理訂明的其他匯率, 將存款折算為戶口貨幣。客戶將支付本行通常就此收取的折算費用。

1.5 **其他銀行費用:** 客戶將就任何戶口交易支付任何銀行或其他財務機構對客戶或本行收取的佣金、費用、利息或其他收費。

2. 提款

2.1 **提款:** 在遵守本條款之下, 本行將允許從戶口作出提款(並

承兌任何有關的付款票據)，條件是：

- (a) 在作出提款或本行據以行事之時，戶口內有足夠的結餘款項；
- (b) 有關付款票據以本行訂明或規定的格式發出；及
- (c) 有關付款票據已妥為填寫，載明所有相關資料，而且表面看來屬實。

2.2 **只在國家地區提款：**除非本行另行允許，客戶只可在國家地區要求從戶口提款。

2.3 **付款票據屆滿：**本行可按照本行的常規及國家地區當地的法律及規定，不時就某類付款票據訂明屆滿期(該屆滿期從付款票據日期起計)。若任何付款票據於屆滿期結束後才提示承兌，本行可拒絕予以承兌。

2.4 **從戶口扣除款項：**在不損害第15條(抵銷)規定下，本行可隨時從任何戶口內扣除客戶須支付予本行的任何款項。

2.5 **止付支票及銀行本票：**客戶可要求本行拒絕承兌客戶就任何戶口開出的支票或銀行本票。客戶必須以書面提出要求，提供有關支票或銀行本票的詳細資料，並夾附本行要求的任何文件。本行接受上述要求，並不表示本行作出有關該支票或銀行本票並未承兌或本行有充分時間按要求行事的陳述。本行將合理地盡一切努力拒絕承兌或停止處理有關支票或銀行本票，但若未能辦到，亦無須為此負責。

2.6 **本行作出更正：**本行可隨時從戶口內扣除款項以糾正任何錯誤，無須事先通知客戶。

3. 透支

3.1 **沒有未經授權作出的透支：**客戶將確保任何戶口不會出現透支，或如本行已同意某一透支額，則須確保任何戶口透支不會超出該透支額。

3.2 **透支要求：**客戶可以書面方式向本行要求就任何戶口設定一個透支額。本行若同意該要求，可按其意願在本條款以外附加不同的條件。本行可隨時取消透支額。

3.3 **自動透支：**儘管本條款有任何其他條文規定，本行在行使對任何戶口的權利(包括從戶口扣除任何款項的權利)時，可容許或促使任何戶口透支而無須通知客戶。本第3條(透支)的條文適用於此類透支。

3.4 **按要求立即還款：**在本行要求下，客戶將立即償還任何戶口內全部或任何部分的結欠款項。

a Withdrawal from an Account (and honour any relevant Payment Instrument) provided that:

- (a) there is sufficient credit balance in the Account at the time the Withdrawal is made or is to be acted on by the Bank;
- (b) the relevant Payment Instrument is drawn in a form specified or provided by the Bank; and
- (c) the relevant Payment Instrument is properly completed, contains all the relevant information and appears on its face to be genuine.

2.2 **Withdrawals only in Jurisdiction:** Unless otherwise allowed by the Bank, the Client will only request a Withdrawal from an Account in the Jurisdiction.

2.3 **Expiry of Payment Instruments:** In accordance with the Bank's normal practice and the local laws and regulations in the Jurisdiction, the Bank may from time to time specify an expiry period in relation to a particular type of Payment Instrument (such period starting from the date of the Payment Instrument). The Bank may decline to honour any such Payment Instrument which is presented to it after the end of the relevant expiry period.

2.4 **Debiting Accounts:** Without prejudice to clause 15 (Set-off), the Bank may at any time debit any Account with any amount due from the Client to the Bank.

2.5 **Stopping cheques and cashier's orders:** The Client may request the Bank to dishonour a cheque or a cashier's order which the Client has drawn on any Account. Such a request must be in writing and provide full details of the cheque or the cashier's order and be accompanied by any documents the Bank may require. Acceptance of such a request is not a representation by the Bank that the cheque or the cashier's order has not already been honoured or that there is sufficient time available to the Bank to act on the request. The Bank will use all reasonable efforts to dishonour or to stop further processing of the relevant cheque or cashier's order but will have no liability for any failure to do so.

2.6 **Corrections by the Bank:** The Bank may at any time without prior notice to the Client debit an Account to rectify any mistake.

3. OVERDRAFTS

3.1 **No unauthorised overdrafts:** The Client will ensure that no Account becomes overdrawn or, if the Bank has agreed an overdraft limit, becomes overdrawn in excess of that limit.

3.2 **Overdraft requests:** The Client may request the Bank in writing to apply an overdraft limit to any Account. If the Bank agrees to such a request, it may impose any conditions it wishes in addition to or different from these Terms. The Bank may cancel an overdraft limit at any time.

3.3 **Automatic overdrafts:** Notwithstanding any other provision of these Terms, in exercising any rights over any Account, including the right to debit any sum from an Account, the Bank may allow or cause an Account to go into overdraft without giving notice to the Client. The provisions of this clause 3 (Overdrafts) will apply to such an overdraft.

3.4 **Repayment on demand:** The Client will promptly repay all or any part of any debit balance on any Account on demand.

3.5 **Interest:** The Client will pay interest on any debit balance on an Account. Interest will be payable at the rate Notified by the Bank to the Client from time to time. Interest will accrue on a daily basis and be debited at such intervals as Notified by the Bank to the Client. Depending on the relevant currency, interest will be calculated on the basis of a 360 day year, a 365 day year or such other basis in accordance with the Bank's normal practice in the Jurisdiction.

4. Banking Services relating to Faster Payment System

4.1 Banking Services relating to Faster Payment System

(a) We provide the FPS Services to you to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The FPS Services are therefore subject to the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time. This clause governs our provision to you and your use of FPS Services. The FPS Services form part of our banking services. This clause supplements and forms part of our Existing Terms. The provisions of the Existing Terms continue to apply to the FPS Services to the extent that they are relevant and not inconsistent with the provisions in this clause. Unless otherwise specified, the provisions of this clause prevail if there is any inconsistency between them and the provisions of the Existing Terms with respect to the FPS Services.

(b) **By requesting us to register any Proxy ID for you in the HKICL FPS or to set up any eDDA for you using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL FPS, you will be regarded as having accepted and will be bound by the provisions of this clause. You should not request us to register any Proxy ID or set up any eDDA for you and should not initiate any payment or funds transfer using the HKICL FPS unless you accept the provisions of this clause.**

(c) In this clause, the following terms have the following meanings:

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

“FPS Services” means the services (including the QR Code Services) provided by us to you from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.

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

3.5 **利息:** 客戶將就戶口內的結欠款項支付利息。利息按本行不時知會客戶的利率計算。利息每天累計，並按本行知會客戶每隔一段時間從戶口內扣除。利息按每年360天、每年365天或依照本行在國家地區的常規所定的其他基準計算，視乎有關貨幣而定。

4. 有關快速支付系統的銀行服務

4.1 有關快速支付系統的銀行服務

(a) 本行向閣下提供快速支付系統服務讓閣下使用快速支付系統進行付款及資金轉帳。快速支付系統由結算公司提供及運作。因此，快速支付系統服務受結算公司不時就快速支付系統施加的規則、指引及程序規限。本條規管本行為閣下提供快速支付系統服務及閣下使用快速支付系統服務。快速支付系統服務構成本行提供的整體銀行服務的一部份。本條補充本行的現有條款，並構成現有條款的一部份。凡與快速支付系統服務相關並與本條無不一致的現有條款將繼續適用於快速支付系統服務。就快速支付系統服務而言，除非另有指定，若本條跟現有條款的條文出現不一致，均以本條為準。

(b) 當閣下要求本行代閣下於結算公司快速支付系統中登記任何識別代號，或代閣下使用結算公司快速支付系統設置任何電子直接付款授權，或使用結算公司快速支付系統進行付款或資金轉帳，閣下即被視為已接受本條並受其約束。除非閣下接受本條，閣下不應要求本行代閣下登記任何識別代號或設置任何電子直接付款授權，亦不應使用結算公司快速支付系統進行任何付款或資金轉帳。

(c) 在本條，下列的詞語具下列定義：

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

「快速支付系統服務」指本行向閣下不時提供的服務（包括二維碼服務），讓閣下使用結算公司快速支付系統及結算公司就快速支付系統不時提供的帳戶綁定服務、電子直接付款授權服務及任何其他服務及設施，進行付款及資金轉帳。

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

「**電子直接付款授權**」指使用結算公司快速支付系統以電子方式設置的直接付款授權。

「**電子直接付款授權服務**」指由結算公司提供作為結算公司快速支付系統一部份的服務，讓參與者的客戶設置直接付款授權。

「**快速支付系統識別碼**」指由結算公司快速支付系統產生的並與參與者的客戶帳戶關聯的獨有隨機號碼。

「**結算公司**」指香港銀行同業結算有限公司及其繼承人及受讓人。

「**結算公司快速支付系統**」或「**快速支付系統**」指由結算公司不時提供、管理及運作的快速支付系統及其相關設施及服務，用作 (i) 處理直接付款及存款、資金轉帳及其他付款交易；及 (ii) 就電子直接付款授權服務及帳戶綁定服務交換及處理指示。

「**香港**」指中華人民共和國香港特別行政區。

「**參與者**」指結算公司快速支付系統的參與者，該參與者可為銀行或其他金融機構、零售支付系統營運者、儲值支付工具持牌人或任何其他結算公司不時接納為結算公司快速支付系統參與者的人士。

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

「**二維碼服務**」指由本行不時向閣下提供的二維碼及相關聯的付款及資金轉帳服務。

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

「**閣下**」及「**閣下的**」指本行提供快速支付系統服務的每位客戶，及如文義允許，包括任何獲客戶授權向本行發出有關使用快速支付系統服務的指示或要求的人士。

「**本行**」及「**本行的**」指渣打銀行（香港）有限公司及其繼承人及受讓人。

「**eDDA**」 means a direct debit authorisation set up by electronic means using HKICL FPS.

「**eDDA Service**」 means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to set up direct debit authorisation.

「**FPS Identifier**」 means a unique random number generated by HKICL FPS to be associated with the account of a customer of a Participant.

「**HKICL**」 means Hong Kong Interbank Clearing Limited and its successors and assigns.

「**HKICL FPS**」 or 「**Faster Payment System**」 means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service and Addressing Service.

「**Hong Kong**」 means the Hong Kong Special Administrative Region of the People's Republic of China.

「**Participant**」 means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time.

「**Proxy ID**」 means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a customer of a Participant, including the mobile phone number or email address of the customer, or the FPS Identifier.

「**QR Code Services**」 means the QR code and the associated payment and funds transfer services provided by us to you from time to time.

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

「**you**」 and 「**your**」 means each customer to whom we provide FPS Services and, where the context permits, includes any person authorised by the client to give instructions or requests to us in connection with the use of the FPS Services.

「**we**」, 「**us**」 and 「**our**」 means Standard Chartered Bank (Hong Kong) Limited and its successors and assigns.

4.2 Scope of FPS Services and conditions for use

(a) 本行向閣下提供快速支付系統服務，讓閣下使用快速支付系統及結算公司就快速支付系統不時提供的帳戶綁定服務、電子直接付款授權服務及任何其他服務及設施進

(a) We provide the FPS Services to you to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. We have the right to set or vary from time to

time the scope of the FPS Services and the conditions and procedures for using the FPS Services. In order to use the FPS Services, you have to accept and follow these conditions and procedures.

- (b) We may provide the FPS Services via branch, Electronic Banking Services or any means specified by us from time to time.
- (c) We may provide the FPS Services to facilitate payment and funds transfer in any currency specified by us from time to time, including Hong Kong dollars and Renminbi.
- (d) **In order to enable us to handle an instruction for you in relation to payment or funds transfer using HKICL FPS, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time.**
- (e) All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.
- (f) We reserve the right to suspend or terminate the FPS Services in whole or in part at any time without giving notice or reason.

4.3 Addressing Service - registration and amendment of Proxy ID and related records

- (a) In order to use the Addressing Service to receive payment or funds transfer using HKICL FPS, you have to register your Proxy ID in the HKICL FPS. We have discretion as to whether to offer the FPS Identifier as Proxy ID to you.
- (b) We provide Addressing Service via mobile banking or other device linked to our system by any means (among other things).
- (c) Registration and amendment of Proxy ID and related records in the HKICL FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable us to register or amend Proxy ID or any related records for you, you have to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by us from time to time.
- (d) **At any time where the same Proxy ID is registered by you for more than one account (whether maintained with us or with any other Participant), you must set one account as the Default Account. By instructing us to set or change the Default Account for you, you consent and authorise us to submit the request on your behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.**

4.4 eDDA Service

In order to enable us to handle a request for you in relation to eDDA setup, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers

行付款及資金轉帳。本行有權不時制定或更改快速支付系統服務的範圍及使用快速支付系統服務的條款及程序。閣下須接受及遵守此等條款及程序方可使用快速支付系統服務。

- (b) 本行可透過分行、電子理財服務或任何本行不時指定的方式提供快速支付系統服務。
- (c) 本行可提供快速支付系統服務，以本行不時指定的幣種（包括港幣及人民幣）進行付款及資金轉帳。
- (d) **閣下須以本行不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓本行代閣下處理使用結算公司快速支付系統進行付款或資金轉帳的指示。**
- (e) 所有使用結算公司快速支付系統進行的付款或資金轉帳交易將按照銀行同業結算及交收安排（包括但不限於參與者及結算公司不時協議有關快速支付系統的安排）處理、結算及交收。
- (f) 本行保留權利，隨時暫停或終止部份或全部快速支付系統服務，而無需給予通知或理由。

4.3 帳戶綁定服務 - 登記及更改識別代號及相關紀錄

- (a) 閣下須於結算公司快速支付系統登記閣下的識別代號，方可經結算公司快速支付系統使用帳戶綁定服務收取付款或資金轉帳。本行有酌情權是否向閣下提供快速支付系統識別碼作為識別代號。
- (b) 本行透過流動電話銀行服務或以（除其他以外）任何方式連結至本行系統的其他裝置提供帳戶綁定服務。
- (c) 於結算公司快速支付系統登記及更改識別代號及相關紀錄，必須按照結算公司不時施加的適用規則、指引及程序。閣下須以本行不時指定的形式或方法提供或輸入所需資料並完成登記程序，方可讓本行代閣下登記或更改識別代號或任何相關紀錄。
- (d) **倘閣下在任何時間為多個帳戶（不論該等帳戶於本行或於其他參與者維持）登記相同的識別代號，閣下必須將其中一個帳戶設置為預設帳戶。當閣下指示本行代閣下設置或更改預設帳戶，閣下即同意並授權本行代閣下向結算公司快速支付系統發出要求取消當時於結算公司快速支付系統已登記的預設帳戶。**

4.4 電子直接付款授權服務

閣下須以本行不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓本行代閣下處理設置電子直接付款授權的要求。指定程序可包括要求有關人士使用其各自的帳戶號碼或客戶識別號碼或代碼設置電子直接付款授權。為免生疑問，識別代號並非為設置電子直接付款授權而設，

設置電子直接付款授權後，識別代號及相關紀錄如有任何更改，或終止識別代號，皆不會影響已設置的電子直接付款授權。本行將直接進行及後的變動，包括但不限於由收款人參與者提出的更改、取消、暫停或重啟指令，並不作另行通知。

4.5 閣下的責任

(a) 識別代號及帳戶現時真正的持有人或授權使用人

閣下只可為自己的帳戶登記閣下自己的識別代號，亦只可為自己的帳戶設置電子直接付款授權。閣下必須是每項識別代號及每個提供予本行登記使用帳戶綁定服務及電子直接付款授權服務的帳戶現時真正的持有人或授權使用人。當閣下指示本行代閣下登記任何有關快速支付系統的識別代號或帳戶，即確認閣下為相關識別代號或帳戶之現時真正的持有人或授權使用人。這對於流動電話號碼至為重要，皆因於香港流動電話號碼可被循環再用。

(b) 識別代號

任何閣下用作登記帳戶綁定服務的識別代號必須符合結算公司不時施加的適用要求。例如，結算公司可要求登記作識別代號的流動電話號碼或電郵地址必須與閣下於相關時間在本行紀錄上登記的聯絡資料相同。

(c) 正確資料

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

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

(d) 適時更新

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

or customer identification numbers or codes. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA. For the subsequent changes including but not limited to amendment, cancellation, suspension or reactivation received from the payee Participant, we will proceed the changes without further notification to you.

4.5 Your responsibility

(a) Present genuine owner or authorised user of Proxy ID and accounts

You can only register your own Proxy ID for your own accounts or set up eDDA for your own accounts. You must be the present genuine owner or authorised user of each Proxy ID and each account provided to us for registration in the Addressing Service and the eDDA Service. By instructing us to register any Proxy ID or any account for you in relation to the Faster Payment System, you confirm that you are the present genuine owner or authorised user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled in Hong Kong.

(b) Proxy ID

Any Proxy ID to be registered by you for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require the mobile phone number or email address to be registered as Proxy ID to be the same number or address registered by you as contact information on our records at the relevant time.

(c) Correct information

(i) You have to ensure that all the information provided by you for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is correct, complete, up-to-date and not misleading. You have to notify us as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by us from time to time.

(ii) You are fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. You are solely liable for and will hold us harmless from any incorrect payment or transfer effected by us and HKICL FPS due to incorrect or outdated Proxy ID or related records.

(d) Timely updates

You are fully responsible for giving instructions and information changes or updates to us on a timely basis for amending your Proxy ID (or related records) or any eDDA setup, including without limitation changing your Default Account, or terminating any Proxy ID or eDDA. You acknowledge that keeping your Proxy ID, eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.

(e) Change of Default Account

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

(f) Transactions binding on you

- (i) For any payment or funds transfer, once you confirm the details of a transaction and submit instruction to us, such instruction and any resulting transaction is final, irrevocable and binding on you.
- (ii) For any Proxy ID registration or eDDA setup, once you submit an instruction to us, such instruction is irrevocable and binding on you. You may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by us from time to time.

(g) Use FPS Services responsibly

You must use the FPS Services in a responsible manner. In particular, you have to comply with the following obligations:

- (i) You must comply with all Regulatory Requirements that govern your use of the FPS Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. You must not use the FPS Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL.
- (ii) In sending remarks or messages to be displayed to recipients or counterparties of your payment or funds transfer instructions or eDDA setup using HKICL FPS, you should mask the name or other data of such recipients or counterparties to prevent unauthorised display or disclosure of any personal data or confidential data.
- (iii) If we offer the FPS Identifier as Proxy ID to you, you should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that you desire.

(h) Other obligations regarding payments and funds transfers

Any instruction given by you in relation to the FPS Services will be handled by us in accordance with this clause and the applicable provisions in the Existing Terms. You have to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the

(e) 更改預設帳戶

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

(f) 閣下受交易約束

- (i) 就任何付款或資金轉帳，當閣下向本行發出指示，該指示及按其進行的交易即屬最終及不可撤銷，並對閣下具有約束力。
- (ii) 就登記識別代號或設置電子直接付款授權而言，當閣下向本行發出指示，該指示即屬不可撤銷，並對閣下具有約束力。閣下可按照本行不時指定的程序及要求更改或取消任何識別代號或已設置的電子直接付款授權。

(g) 負責任地使用快速支付系統服務

閣下必須以負責任的方式使用快速支付系統服務，尤其需要遵守下列責任：

- (i) 閣下必須遵守所有規管閣下使用快速支付系統服務的監管規定，包括就收集、使用及處理任何其他人士的個人資料及其他資料方面遵守保障資料私隱的監管規定。閣下不得使用快速支付系統服務作任何不合法用途或非由結算公司的規則、指引及程序授權或預期的用途。
- (ii) 凡向使用結算公司快速支付系統收取閣下付款或資金轉帳的收款人或電子直接付款授權的交易對方發出會被顯示的備註或訊息，閣下須遮蓋該等收款人或交易對方的名字或其他資料，以防止任何個人資料或機密資料被未經授權展示或披露。
- (iii) 倘本行向閣下提供快速支付系統識別碼作為識別代號，閣下不應為了獲取心儀號碼或數值作快速支付系統識別碼而重複取消登記及重發申請。

(h) 其他有關付款及資金轉帳的責任

本行將按本條及現有條款下的適用條款處理閣下就快速支付系統服務的任何指示。閣下須遵守其他有關付款、資金轉帳及直接付款授權的責任，包括但不限於在相關帳戶存有足夠資金用作不時結清付款及資金轉帳指示。

(i) 閣下須就授權人士負責

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

- (i) 閣下須為每名獲閣下授權的人士的所有作為及不作為負責；
- (ii) 任何本行收到並真誠相信乃由閣下或任何獲閣下授權的人士發出的指示或要求，均屬不可撤銷並對閣下具有約束力；及
- (iii) 閣下有責任確保每名獲閣下授權的人士均會遵守本條就其代閣下行事適用的條款。

4.6 本行的責任及責任限制

- (a) 本行會按結算公司不時施加的適用規則、指引及程序，處理及向結算公司快速支付系統提交閣下的指示及要求。結算公司快速支付系統有權按其認為適當的次序或方法處理及執行閣下的指示及要求。本行無法控制結算公司快速支付系統的運作或其執行閣下的指示或要求的時間。當本行從結算公司快速支付系統或透過結算公司快速支付系統不時收到涉及閣下任何的識別代號（或相關紀錄）或電子直接付款授權設置或其他有關快速支付系統事項的狀況更新通知，本行會以其認為適當的方式及時間通知閣下。
- (b) 在不減低本條第 6 (a)段或現有條款的影響下：
 - (i) 本行無須負責閣下或任何其他人士有關或因使用快速支付系統服務，或有關或因處理或執行閣下就有關快速支付系統服務或結算公司快速支付系統的指示或要求，而可能引致或蒙受的任何種類的損失、損害或開支，除非任何上述損失、損害或開支屬直接及可合理預見並直接且完全由於本行或本行人員、僱員或代理的疏忽或故意失責引致；
 - (ii) 為求清晰，本行無須負責閣下或任何其他人士因或有關下列一項或多項事宜，而可能引致或蒙受的任何種類的損失、損害或開支：
 - (1) 閣下未遵守有關快速支付系統服務的責任；及
 - (2) 結算公司快速支付系統產生或引致的，或本行可合理控制以外的情況引致的延誤、無法使用、中斷、錯誤或故障；及
 - (iii) 在任何情況下，就任何收益損失或任何特別、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），本行、本行的關聯公司或集團公司、本行的特許人、及上述彼等各自的人員、僱員或代理均無須向閣下或任何其他人士負責。
- (c) 閣下的確認及彌償
 - (i) 在不減低閣下在現有條款下提供的任何彌償或本行

relevant accounts for settling payment and funds transfer instructions from time to time.

- (i) You are responsible for your authorised persons

Where you authorise any other person to give instructions or requests to us in connection with the use of the FPS Services (whether you are an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):

 - (i) you are responsible for all the acts and omissions of each person authorised by you;
 - (ii) any instruction or request received by us, believed by us in good faith to be given by you or any person authorised by you, will be irrevocable and binding on you; and
 - (iii) you are also responsible for ensuring that each person authorised by you will comply with the provisions of this clause that are applicable to him/her when acting on your behalf.

4.6 Our responsibility and restriction of liability

- (a) We will process and submit your instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute your instructions and requests in such sequence or manner as HKICL considers appropriate. We have no control over the operation of HKICL FPS nor the timing on which your instructions or requests are executed by HKICL FPS. Where we receive status update notifications involving any of your Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, we will notify you accordingly by such means and at such time as we consider appropriate.
- (b) Without reducing the effect of this sub-clause 6(a) above or the provisions of the Existing Terms:
 - (i) we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the FPS Services or the processing or execution of instructions or requests given by you in relation to the FPS Services or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;
 - (ii) for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with one or more of the following:
 - (1) your failure to comply with your obligations relating to the FPS Services; and
 - (2) any delay, unavailability, disruption, failure, error or caused by HKICL FPS, or arising from any circumstances beyond our reasonable control; and

- (iii) in no event will we, our affiliates or group companies, our licensors, and our and their respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
- (c) Your confirmation and indemnity
- (i) Without reducing the effect of any indemnity given by you under the Existing Terms or any other rights or remedies that we may have, you will indemnify us and our officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the FPS Services or your use of the FPS Services.
 - (ii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents. The above indemnity shall continue to have effect after the termination of the FPS Services.

4.7 Collection and use of Customer Information

- (a) For the purposes of using the FPS Services, you may be required to provide us with the personal data and other information relating to one or more of the following persons from time to time:
- (i) yourself;
 - (ii) the recipient of any payment or funds transfer to be made by you, or the counterparty of any eDDA to be set up by you; and
 - (iii) where you are a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of your directors, officers, employees, authorised persons and representatives,
- all personal data and information provided to us or compiled by us from time to time in connection with the FPS Services are collectively referred to as “Customer Information”.
- (b) You agree (and, where applicable, for and on behalf of each of your directors, officers, employees, authorised persons and representatives) that we may collect, use, process, retain or transfer any of the Customer Information for the purposes of the FPS Services. These purposes include without limitation one or more of the following:
- (i) providing the FPS Services to you, maintaining and operating the FPS Services;
 - (ii) processing and executing your instructions and requests in relation to the FPS Services from time to time;

享有的任何其他權利或補償的影響下，本行及本行人員、僱員及代理（或任何一人）有關或因本行提供快速支付系統服務或閣下使用快速支付系統服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害賠償、成本、費用及開支（包括以全面彌償基準引致的法律費用及其他合理開支），以及本行及本行人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，閣下須作出彌償並使本行及本行每名人員、僱員及代理免受損失。

- (ii) 如任何責任、申索、要求、損失、損害賠償、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見且直接及完全因本行或本行人員、僱員或代理的疏忽或故意失責引致，上述彌償即不適用。上述彌償在快速支付系統服務終止後繼續有效。

4.7 收集及使用客戶資料

- (a) 為了使用快速支付系統服務，閣下可能需要不時向本行提供有關下列一名或多名人士的個人資料及其他資料：
- (i) 閣下；
 - (ii) 閣下付款或資金轉帳的收款人，或閣下設置電子直接付款授權的交易對方；及
 - (iii) 如閣下為公司、法團、獨資經營或合夥公司或任何其他非法團性質的組織，閣下的任何董事、人員、僱員、獲授權人士及代表。
- 本行不時就有關快速支付系統服務獲提供或由本行編制的個人資料及資訊統稱為「客戶資料」。
- (b) 閣下同意（及如適用，閣下代表閣下的每名董事、人員、僱員、獲授權人士及代表同意）本行可為快速支付系統服務的用途收集、使用、處理、保留或轉移任何客戶資料。此等用途包括但不限於下列一項或多項：
- (i) 向閣下提供快速支付系統服務，維持及運作快速支付系統服務；
 - (ii) 處理及執行閣下不時有關快速支付系統服務的指示及要求；
 - (iii) 披露或轉移客戶資料予結算公司及其他參與者，供彼等就結算公司快速支付系統的運作使用；
 - (iv) 按需遵守的監管規定而作出披露；及
 - (v) 任何與上述有關的用途。
- (c) 閣下明白及同意客戶資料可能被結算公司、本行或其他參與者再披露或轉移予其客戶及任何其他使用結算公

司快速支付系統的第三者，作為提供及運作帳戶綁定服務及電子直接付款授權服務之用。

- (d) 倘客戶資料包括閣下以外其他人士的個人資料(包括任何於本條第 7 (a)(ii)段或第7(a)(iii) 段指明的人士)，閣下確認閣下會取得並已取得該人士同意，就結算公司、本行及其他參與者按本條款指明的用途使用（包括披露或轉移）其個人資料及其他資料。

5. 戶口資料

- 5.1 **提供次數及方法：**本行將以雙方約定的媒介(文件、電子或電話)向客戶提供每個戶口的戶口結單，提供次數亦按雙方約定，或如雙方並未約定，則依照本行在國家地區的常規處理。
- 5.2 **戶口資料核證：**客戶必須核證其從本行收到的戶口結單、確認書及通知書均準確無誤，若有任何不確資料，須立即或無論如何在收件後三十天內通知本行，否則客戶將被視作對有關內容作出認可，而本行亦無須就任何不確資料負責。
- 5.3 **本行作出更正：**本行可隨時更正本行提供予客戶的戶口結單、確認書及通知書內的任何錯誤，並立即就有關更改知會客戶。
- 5.4 **本行記錄具決定性：**本行就任何戶口運作或戶口交易備存的記錄，除有明顯錯誤外，均具有決定性。

6. 收費及結餘款項利息

- 6.1 **收費：**客戶將支付本行不時知會的所有有關戶口或服務的收費。
- 6.2 **支付利息：**若本行已明確同意支付利息，本行將就戶口內的結餘款項支付利息。本行將在本行決定的時間將利息存入戶口內。
- 6.3 **知會利率：**本行支付的利息將按本行不時決定並知會客戶的利率計算。

7. 指示

- 7.1 **指示：**所有指示必須符合有關授權書規定，並以雙方約定的格式及媒介作出。

- (iii) disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
- (iv) meeting the requirements to make disclosure under any Regulatory Requirements; and
- (v) purposes relating to any of the above.
- (c) You understand and agree that the Customer Information may be further disclosed or transferred by HKICL, us or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Addressing Service and the eDDA Service.
- (d) If the Customer Information includes personal data or other information of any person other than yourself (including any persons specified in this sub-clause 7(a)(ii) or 7(a)(iii) above), you confirm that you will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, us and the other Participants as specified in this clause.

5. ACCOUNT INFORMATION

- 5.1 **Frequency and method:** For each Account, the Bank will provide the Client with Account statements in a medium (whether paper, electronic or telephonic) and at such frequency as may be agreed between the Parties or, in the absence of such agreement, in accordance with the Bank's normal practice in the Jurisdiction.
- 5.2 **Verification of Account information:** The Client must verify the accuracy of Account statements, confirmations and advices it receives from the Bank and notify the Bank promptly, and in any case within thirty days of receipt, of any inaccuracies. Failure to do so will be deemed to constitute the Client's approval of the contents and the Bank will not be liable in relation to any inaccuracies.
- 5.3 **Corrections by the Bank:** The Bank may at any time correct any mistake in any Account statements, confirmations and advices provided to the Client and will promptly Notify the Client of the change.
- 5.4 **Bank's records conclusive:** The Bank's records in relation to the operation of an Account or any Account Transaction are conclusive except where an obvious mistake has been made.

6. CHARGES AND INTEREST ON CREDIT BALANCES

- 6.1 **Charges:** The Client will pay all charges in relation to any Account or Service as Notified by the Bank from time to time.
- 6.2 **Payment of interest:** The Bank will pay interest on credit balances in an Account where the Bank has expressly agreed to do so. The Bank will credit such interest to the Account at such times as the Bank may determine.
- 6.3 **Notifying interest rates:** Any interest payable by the Bank will be at the rate determined by the Bank from time to time and Notified to the Client.

7. INSTRUCTIONS

- 7.1 **Instructions:** All Instructions must be in accordance with

the relevant Mandate and in such form and medium as agreed between the Parties.

- 7.2 **Declining to act on Instructions:** Where the Bank considers (acting in good faith) that any Instruction is an Affected Instruction, the Bank may decline to act on that Instruction. The Bank will not be liable to the Client or any other person for any Loss suffered as a result of the Bank declining to act upon an Affected Instruction. The Bank will notify the Client as soon as practicable if it declines to act on the Client's Instruction.
- 7.3 **Instructions resulting in an overdraft:** The Bank may refuse to act on any Instruction if it may result in a breach of clause 3.1 (*No unauthorised overdrafts*) and where more than one Instruction has been given the Bank may select which Instruction(s) to decline.
- 7.4 **Security measures:** The Bank may at any time implement any security and other procedures including the Bank's "know your customer" procedures for the verification of the identity of the Client and verification that any particular transaction is authorised by the Client.
- 7.5 **Mandate:** The Client will provide such Mandate(s) as the Bank may require from time to time. The Bank may rely on the contents of any Mandate and deal with, and accept any Instruction from, any authorised signatory specified in, and in accordance with, any Mandate.
- 7.6 **Change in Mandate:** The Client may provide the Bank with an amended or replacement Mandate from time to time. The Bank will be entitled to a reasonable period of time (of not less than seven Business Days from receipt of such notification) to process any such new Mandate, and in the meantime may continue to act in accordance with the old Mandate.

8. LIMITATION OF LIABILITY

8.1 **Liability of the Bank:** Save as a result of fraud by the Bank, the Bank will not be responsible or liable in any circumstances for:

- (a) any loss of profit, revenue, anticipated savings, business, contracts or goodwill or similar loss (whether direct, indirect or consequential);
- (b) any indirect or consequential Loss suffered or incurred by the Client for any reason whatsoever even if such Loss was reasonably foreseeable or the Bank had been advised of the possibility of such loss or damage; or
- (c) any direct Loss suffered or incurred by the Client unless such direct Loss (excluding the losses set out in sub-clause (a) above) are the direct result of the Bank's negligence or wilful misconduct.

8.2 **Further limitation of liability:** Notwithstanding clause 8.1 (Liability of the Bank), the Bank will not be liable for any Loss suffered or incurred by the Client arising in connection with:

- (a) any error, failure, interruption, delay or non-availability of services, goods, software, communication and other networks or information supplied to the Client or to the Bank by a third party or controlled by a third party or that the Client uses in connection with the Account(s) and/or the Services; or

7.2 **拒絕按指示行事:** 若本行(本著誠信行事)認為任何指示是虛假指示, 本行可拒絕按該指示行事。若客戶或任何其他人士因本行拒絕按虛假指示行事而遭受任何各項損失, 本行無須對客戶或該人士負責。本行若拒絕按客戶的指示行事, 將在可行情況下盡快通知客戶。

7.3 **導致透支的指示:** 若本行按任何指示行事可能導致違反第3.1條(沒有未經授權作出的透支)規定, 則本行可拒絕按該指示行事, 若發出多於一項指示, 本行可從中選擇拒絕按哪一項或多項指示行事。

7.4 **保安措施:** 本行可隨時執行任何保安及其他程序, 包括本行制定的有關核證客戶身份及核證任何特定交易由客戶授權作出的「認識你的客戶」程序。

7.5 **授權書:** 客戶將提供本行不時要求的授權書。本行可依賴任何授權書的內容, 按照授權書的規定與任何授權書內訂明的授權簽署人往來並接受該授權簽署人作出的指示。

7.6 **授權書的更改:** 客戶可不時向本行提供已修訂或替代的授權書。本行有權享有一段合理期間(從收到通知起不少於七個營業日)處理新的授權書, 並可在該段期間繼續按照舊的授權書行事。

8. 責任限制

8.1 **本行的責任:** 除因本行詐騙所致的情況外, 本行在任何情況下無須對下列各項負責:

- (a) 任何利潤、收益、預期節約、業務、合約或商譽的損失或同類損失(不論是直接、間接或後果性的);
- (b) 客戶因任何原因遭受或招致的任何間接或後果性的各項損失, 即使上述各項損失是可合理地預料得到的, 或本行已獲悉可能發生該項損失或損害; 或
- (c) 客戶遭受或招致的任何直接的各項損失(不包括上文(a)段所列的損失)是直接由於本行的疏忽或故意不當行為所引致。

8.2 **其他責任限制:** 儘管有第8.1(本行的責任)條的規定, 本行無須對客戶因下列情況而遭受或招致的任何各項損失負責:

- (a) 就戶口及/或服務由第三方向客戶或本行供應的或由第三方控制的或客戶使用的服務、貨品、軟件、通訊及其他網絡或資料出現錯誤、故障、中斷、延誤或無法供應; 或

(b) 任何不可抗力事件。

8.3 就付款票據的責任：

- (a) 本行可不時將支票簿郵寄給客戶。客戶若並未收到支票簿或任何支票簿被任何第三方不當地收取及使用，本行並無須在任何方面負責。
- (b) 若客戶向本行出示付款票據，客戶同意，除在本行疏忽或故意不當行為為引致的情況(本行的責任限於該付款票據的票面值)外：
- (i) 本行無須對客戶可能遭受或招致的任何各項損失負責，而客戶亦不會向本行提出任何申索或付款要求；及
- (ii) 在本行要求下，客戶將彌償本行因下列情況或就下列情況而遭受或合理招致的任何各項損失：
- (1) 本行根據客戶或客戶的代表發出的或據稱由客戶或客戶的代表發出的任何付款票據而行事；
- (2) 任何付款票據內的錯誤，不論是否來自付款票據的傳送或接收過程；
- (3) 任何付款票據在傳送或接收上的延誤。

8.4 **有關付款票據的行動：**除本條款規定的情況外，本行無須就任何付款票據採取或不採取任何行動。

8.5 **使用代理人或代理行：**本行可挑選任何代理人或代理行開出付款票據。

8.6 **通知本行：**客戶不會根據本條款或在其他方面因任何戶口或服務對本行提出任何申索(並謹此放棄提出申索的權利)，除非客戶在知道其申索所依據的重要事實後六個月內，書面通知本行其擬提出申索。

9. 客戶的彌償保證

在本行要求下，客戶將彌償本行因任何戶口或任何服務的提供所引起的或與之有關的所有合理損失，包括下列情況引起的任何各項損失：

- (a) 客戶沒有履行本條款規定的責任；
- (b) 本行根據任何指示行事(包括止付指示)，

但上述各項損失直接由於本行的疏忽、故意不當行為或詐騙所引致的情況除外。

10. 稅項

10.1 **向本行支付：**所有向本行支付的款項須全數支付，不作出任何抵銷、反索償、扣減或預扣(包括為任何稅項作出

(b) any Force Majeure event.

8.3 Responsibility for Payment Instruments:

- (a) The Bank may from time to time post cheque book(s) to the Client. The Bank will not be liable in any way for the non-receipt of any cheque book(s) by the Client or the wrongful receipt and use of any cheque book by any third party.
- (b) In the case of Payment Instruments given to the Bank by the Client, the Client agrees that, except in cases of negligence or wilful misconduct on the part of the Bank (for which the Bank's liability will be limited to the face amount of the Payment Instrument):
- (i) the Bank will not be responsible, and the Client will not make any claim or demand against the Bank, for any Loss the Client may suffer or incur; and
- (ii) the Client will indemnify the Bank on demand against any Loss the Bank may suffer or reasonably incur, by reason of or in connection with:
- (1) the Bank acting on any Payment Instrument that has been, or purports to have been, made by the Client or on the Client's behalf;
- (2) any error contained in any Payment Instrument, irrespective of whether the error originated in the transmission or the receipt of the Payment Instruments; or
- (3) any delays in the transmission or receipt of any Payment Instrument.

8.4 **Action on Payment Instruments:** The Bank will not be required to take or refrain from taking any action on any Payment Instrument except as provided in these Terms.

8.5 **Use of agent or correspondent:** The Bank may select any agent or correspondent to draw a Payment Instrument.

8.6 **Notification to the Bank:** The Client will not bring any claim against the Bank under these Terms or otherwise in accordance with any Account or any Service (and hereby waives its rights to do so) unless it has notified the Bank in writing of its intention to do so within six months after it has become aware of the material facts on which the claim is based.

9. CLIENT'S INDEMNITY

The Client will indemnify the Bank on demand against all reasonable Loss which the Bank may suffer arising from or in connection with any Account or the provision of any Service including any Loss resulting from:

- (a) any breach by the Client of its obligations under these Terms;
- (b) the Bank acting on any Instruction (including stop payment Instructions),

save to the extent that such Loss is the direct result of the Bank's negligence, wilful misconduct or fraud.

10. TAXES

10.1 **Payments to the Bank:** All payments to the Bank shall be made in full, without set-off, counterclaim, deduction or withholding (including on account of any taxes). If any

payment is subject to any such deduction or withholding required by law on account of any tax, the amount of the payment will be increased so that the amount of the payment received by the Bank after any such required deduction or withholding is equivalent to the amount otherwise payable.

- 10.2 **Payments by the Bank:** If the Bank is at any time required to pay any taxes, duties or other amounts on, or calculated by reference to, any sum received or receivable from the Client, the Client will promptly pay the Bank on demand an amount equal to such taxes, duties or other amounts paid or payable by the Bank.

11. DISCLOSURE OF INFORMATION

- 11.1 **Confidentiality:** Subject to clauses 11.2 (*Consent to disclose*) and 11.3 (*Existing laws to apply*), the Bank will treat all Relevant Information as confidential.
- 11.2 **Consent to disclose:** Without prejudice to any right of any Standard Chartered Group Member to disclose information as provided by general law or applicable legislation or regulation, the Client agrees that any Standard Chartered Group Member may disclose any Relevant Information to any Authorised Recipient, regardless of the country or territory in which the Authorised Recipient is located.
- 11.3 **Existing laws to apply:** This clause 11 (*Disclosure of Information*) is not, and will not be deemed to constitute, an express or implied agreement by the Bank with the Client for a higher degree of confidentiality than that which may be prescribed by the laws of the Jurisdiction.

12. DATA PROTECTION

The Client will notify each Relevant Data Subject that the Bank may from time to time collect and hold information relating to that Relevant Data Subject and will obtain the consent of that Relevant Data Subject for the Bank's use of such information in the course of its relationship with the Client (including operating any Account or providing any Service) or for any other reasonable purpose Notified by the Bank at any time.

13. PARTNERSHIPS

- 13.1 **Liability:** All partners (on a joint and several basis) or the sole proprietor (as the case may be) shall be:
- (a) bound by these Terms; and
 - (b) liable for all debts and other liabilities owed by the Client to the Bank from time to time,
- notwithstanding any change in the persons who constitute the Client or a change of the name of the Client.
- 13.2 **Cessation as partner:** Any person who ceases to be a partner of the Client (whether as a result of death, retirement, resignation, replacement, addition, bankruptcy or otherwise) will remain liable for all debts and other liabilities owed by the Client to the Bank in accordance with clause 13.1(b) (Liability) which have accrued up to and including the date that such person ceases to be a partner.
- 13.3 **Continued dealings:** Without prejudice to clause 13.2 (*Cessation as partner*), if there is a change in the partners of the Client (whether as a result of death, retirement,

者)。若任何付款根據法律規定須就任何稅項作出任何扣減或預扣，所付款額將增加，以致在作出所需扣減或預扣後由本行收到的款額相等於本須支付的款額。

- 10.2 **由本行支付:** 若本行在任何時候須就從客戶已收到或可收到的款項，繳付參照該等款項計算的稅項、關稅或其他稅款，客戶將在本行要求下立即向本行支付相等於本行已支付或須支付的上述稅項、關稅或其他稅款的款項。

11. 資料的披露

- 11.1 **保密:** 除第11.2 條(同意披露)及第11.3條(適用現有法律)另有規定外，本行將以所有相關資料當作機密處理。
- 11.2 **同意披露:** 在不損害任何渣打集團成員根據一般法律或適用法例或條例所規定的披露資料的權利下，客戶同意任何渣打集團成員可向任何獲授權接收人披露任何相關資料，不論獲授權接收人位於哪一國家或地區。
- 11.3 **適用現有法律:** 本第11條(資料的披露)並非也不會被視作構成本行與客戶就要求高於國家地區法律規定的保密程度所訂立的明示或默示協議。

12. 資料保障

客戶將通知每名相關資料對象，說明本行可不時收集及持有與該相關資料對象有關的資料，並將取得該相關資料對象的同意，讓本行在與客戶維持關係的過程中使用該等資料(包括運作任何戶口或提供任何服務)或作本行不時知會的任何其他合理用途。

13. 合夥商行

- 13.1 **責任:** 所有合夥人(共同及個別地)或獨資經營者(以適用者為準)須:
- (a) 受本條款約束; 及
 - (b) 對客戶不時欠本行的所有負債及其他債務負責，即使客戶的組成人士有任何變更或客戶的名稱已更改。
- 13.2 **不再擔任合夥人:** 任何人士若不再擔任客戶的合夥人(不論是由於身故、退休、辭職、撤換、增補、破產或其他原因)，仍須根據第13.1(b)條(責任)的規定，對截至該人士不再擔任合夥人之日(包括該日)為止客戶累計欠本行的所有負債及其他債務負責。
- 13.3 **繼續往來:** 在不損害第13.2條(不再擔任合夥人)的規定下，若客戶的合夥人有變更(不論是由於身故、退休、辭職、撤換、增補、破產或其他原因)，本行可在沒有接獲相反的書

面通知之下，將留任的及／或新的合夥人視作具有充分權力可繼續經營客戶的業務、處理任何戶口及繼續由客戶使用任何服務。

- 13.4 **更改通知：**若客戶的合夥人有任何變更或客戶的名稱已更改，客戶將立即書面通知本行。

14. 修訂、暫停及終止

- 14.1 **拒絕接受開戶表格：**本行可拒絕為客戶開設任何戶口。客戶與本行之間不會因本行已拒絕接受的開戶表格而產生任何合約關係。

- 14.2 **不可抗力：**若本行在運作任何戶口、執行客戶的要求或指示或履行本條款規定的責任方面因不可抗力事件而受到妨礙或限制，本行可暫停運作該戶口、延遲執行上述要求或指示或暫停履行上述責任，直至該突發事件消除之時為止。若可行，本行將採取合理的措施消除或減輕任何不可抗力事件的影響。

- 14.3 **結束戶口：**本行可隨時無須事先通知而中止或結束任何戶口，若客戶或任何其他人士因本行根據本第14.3條(結束戶口)行事而遭受或招致各項損失，本行無須對客戶或該人士負責。本行將在可行情況下就上述中止或結束戶口(不包括暫時中止)盡快知會客戶。客戶可提前兩個營業日事先書面通知而結束任何戶口。在戶口結束後，本行將向客戶支付該戶口內的結餘款項(若有)在扣除客戶須支付款項後的款額。

- 14.4 **本條款的終止：**在所有戶口結束後，任何一方可終止本條款，但第8.1條(本行的責任)、第8.2條(其他責任限制)、第8.6條(通知本行)、第9條(客戶的彌償保證)、第11條(資料的披露)、第13.2條(不再擔任合夥人)、第14.7條(結束後的付款)及第15條(抵銷)於本條款終止後繼續有效。

- 14.5 **結束或終止的影響：**任何戶口結束或本條款的終止不會影響雙方於結束或終止(以適用者為準)之日或該日之前應有的權利或責任。

- 14.6 **歸還本行財產：**本行就戶口提供予客戶的所有支票簿、自動櫃員機提款卡及其他物料，在任何時候仍屬本行的財產，必須在本行要求下及在任何戶口結束或本條款終止後歸還給本行。

- 14.7 **結束後付款：**若本行在戶口結束後根據該戶口的提款要求行事，本行為此所支付的款項將構成客戶在本行要求下須支付予本行的負債。

- 14.8 **未認領的結餘款項：**若任何戶口已結束、中止或被本行依

resignation, replacement, addition, bankruptcy or otherwise), the Bank may, in the absence of written notice to the contrary, treat the remaining and/or new partner(s) as having full power to carry on the business of the Client, to deal with any Account and to continue the Client's use of any Service.

- 13.4 **Notification of changes:** The Client will promptly notify the Bank in writing of any change in the partners of the Client or change of the name of the Client.

14. AMENDMENT, SUSPENSION AND TERMINATION

- 14.1 **Declining an Account Opening Form:** The Bank may decline to open any Account for the Client. No contractual relationship will arise between the Client and the Bank in relation to or as a result of any Account Opening Form which is declined by the Bank.

- 14.2 **Force Majeure:** To the extent that it is prevented or restricted by a Force Majeure event from operating any Account, carrying out any request or instruction from the Client or otherwise complying with any of its obligations under these Terms, the Bank may suspend the operation of that Account, postpone the carrying out of any such request or instruction or suspend any such obligation until the contingency is removed. The Bank will, if it is practicable to do so, take reasonable steps to remove or mitigate the effect of any Force Majeure event.

- 14.3 **Closure of Accounts:** The Bank may at any time without prior notice suspend or close any Account and the Bank will not be liable to the Client or any other person for Loss suffered or incurred by the Client or such other person as a result of the Bank acting pursuant to this clause 14.3 (Closure of Accounts). The Bank will Notify the Client as soon as practicable of any such suspension or closure (excluding any temporary suspension). The Client may close any Account upon two Business Days prior written notice. Upon closure of an Account, the Bank will pay the Client an amount equal to the credit balance (if any) on that Account after deducting any sums due from the Client.

- 14.4 **Termination of these Terms:** Upon closure of all Accounts, either Party may terminate these Terms save that the provisions of clauses 8.1 (*Liability of the Bank*), 8.2 (*Further limitation of liability*), 8.6 (*Notification to the Bank*), 9 (*Client's indemnity*), 11 (*Disclosure of information*), 13.2 (*Cessation as partner*), 14.7 (*Payment made after closure*) and 15 (*Set-off*) shall survive the termination of these Terms.

- 14.5 **Effect of closure or termination:** Any Account closure or the termination of these Terms will not affect any rights or obligations of the Parties which may have accrued on or before the date of closure or termination (as the case may be).

- 14.6 **Return of Bank property:** All cheque books, ATM cards and other materials provided by the Bank to the Client in relation to the Accounts remain the property of the Bank at all times and must be returned to the Bank on demand and upon any Account closure or the termination of these Terms.

- 14.7 **Payment made after closure:** If the Bank acts on any Withdrawal from an Account after it has been closed any sum so paid by the Bank will constitute a debt due by the Client to the Bank payable on demand.

- 14.8 **Unclaimed credit balances:** No interest will accrue on any

unclaimed credit balance on an Account which has been closed, suspended or designated as dormant by the Bank in accordance with its normal practice.

14.9 **Conversion of Account:** The Bank may at any time without notice convert one type of Account into another type of Account.

14.10 **Amendment of Terms:** The Bank may amend these Terms at any time by Notifying the relevant amendments and the Client will be bound by any such amendments immediately upon such Notification.

15. SET-OFF

The Bank may at any time and without notice to the Client combine, consolidate or merge all or any of the Accounts or may set-off any obligation whatsoever due from the Client to the Bank (whether in relation to any Account, Account Transaction, Service or otherwise) against any obligation whatsoever due from the Bank to the Client (whether in relation to any Account, Account Transaction, Service or otherwise), regardless of the place of payment, which branch or branches of the Bank is/are involved, or currency of either obligation. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. "Obligation" when used in this clause 15 (Set-off) includes any obligation whether matured or unmatured, actual or contingent, present or future. If the amount of any such obligation is unascertained, the Bank may estimate the amount for the purposes of the set-off. The Bank may accelerate the maturity of any fixed term deposit in order to exercise any right of set-off.

16. ASSIGNMENT AND TRANSFER

16.1 **Assignment by the Bank:** The Bank may assign any or all of its rights under these Terms or in relation to any Account or Service to any person at any time, without the prior written consent of the Client and without any obligation on the part of the Bank or any assignee to give prior or subsequent notice of any such assignment to the Client.

16.2 **Transfer of rights and obligations by the Bank:** The Bank may transfer or novate any or all its rights and/or obligations under these Terms or in relation to any Account or Service to any person at any time, without the prior written consent of the Client. The Client will promptly upon request execute such transfer or novation documentation as the Bank may reasonably require.

16.3 **Assignment and transfer by the Client:** The Client is not entitled to assign any of its rights or transfer or novate any of its rights or obligations under these Terms or in relation to any Account or Service.

16.4 **No security:** The Client will ensure that it remains the beneficial owner of all credit balances held from time to time in each Account and will not grant any proprietary, security or other interest in any Account and any credit balance thereof.

17. NOTICES AND COMMUNICATIONS

17.1 **Addresses:** The address and fax number of each Party for any notice, communication or document to be made or delivered under or in connection with these Terms, any

照其常規指定為不活躍戶口，該戶口內未認領的結餘款項將不會計息。

14.9 **戶口轉換:** 本行可隨時將某類戶口轉換為另一類戶口，無須發給通知。

14.10 **本條款的修訂:** 本行可隨時修訂本條款，並將有關修訂知會客戶，客戶在接獲知會後將立即受該等修訂約束。

15. 抵銷

本行可在任何時候，無須通知客戶而將全部或任何戶口綜合、合併或結合，或以客戶欠本行的任何債務(不論是就任何戶口、戶口交易、服務或其他方面)，抵銷本行欠客戶的任何債務(不論是就任何戶口、戶口交易、服務或其他方面)，不論付款地點、涉及本行哪一間或多間分行或上述任何債務的貨幣為何。若債務的結算貨幣不同，本行可按其日常業務經營採用的市場匯率，就任何債務進行折算，以便作出抵銷。「債務」在本第15條(抵銷)中，包括任何已到期或未到期的、實際或是或有的、現在或將來的債務。若任何債務的款額無法確定，本行可為進行抵銷而作出估算。本行可使任何定期存款提前到期，以便行使其抵銷權。

16. 轉讓及轉移

16.1 **由本行轉讓:** 本行可隨時將其根據本條款或就任何戶口或服務享有的任何或一切權利轉讓予任何人士，無須經客戶事先書面同意，本行或任何受讓人亦無責任就上述任何轉讓事先或事後通知客戶。

16.2 **由本行轉讓權利及責任:** 本行可隨時將其根據本條款或就任何戶口或服務應有的任何或一切權利及/或責任向任何人士轉讓或更替，無須經客戶事先書面同意。在本行要求下，客戶將立即簽署本行合理要求的轉讓或約務更替文件。

16.3 **由客戶轉讓及轉移:** 客戶並無權將其根據本條款或就任何戶口或服務應有的任何權利或責任進行轉讓、轉移或更替。

16.4 **沒有抵押:** 客戶將確保客戶仍是每一戶口內不時持有的所有結餘款項的實益擁有人，而且不會就任何戶口及其結餘款項授予任何專有利益、抵押或其他權益。

17. 通知及通訊

17.1 **地址:** 各方就根據本條款、任何戶口或任何服務須發出或

遞交的通知、通訊或文件所用的地址及傳真號碼，將為其書面通知另一方的地址及傳真號碼，任何替代的地址及傳真號碼須在發出合理的事先書面通知後才可生效。

17.2 遞交：

- (a) 本行根據本條款、任何戶口或任何服務須向客戶發出或遞交的通訊或文件，須以下列方式遞交才屬有效：
 - (i) 若以傳真發出，於電文傳送時(有關傳真已傳送至收件方的傳真傳送報告即為送達證明)；或
 - (ii) 若以信件發出，於專人遞送至有關地址或郵寄給客戶後五個營業日。
- (b) 任何須向本行發出或遞交的通訊或文件，須以清晰可讀格式由本行實際收到，並且明確標明由本行指定的部門或高級人員(或本行知會的替代部門或高級人員)為收件人才屬有效。

17.3 非信件的通訊：

- (a) 本行可按照以口頭(包括電話)、傳真、電傳、電郵或其他電子通訊形式收到的指示行事。本行在按照該等指示行事之前，可要求客戶以本行訂明的格式作出確認。
- (b) 本行將向客戶發出保安識別密碼，供客戶用以向本行傳送或發出指示，但客戶須自行承擔風險，客戶並且承諾對該等密碼嚴加保密。
- (c) 客戶承認以口頭方式或透過傳真、電傳、電郵或其他電子通訊形式向本行傳送或發出指示涉及風險。該等風險包括延誤、無法收到(包括任何一方系統的技術故障)、第三方攔截、干擾及資料破壞。只要本行相信有關通訊或指示是真實及完整的，本行可根據該通訊或指示行事或在其他方面予以依賴，客戶將承擔有關風險，而且客戶若因本行根據該通訊或指示行事或在其他方面予以依賴而遭受或招致任何各項損失或其他後果，不會要求本行負責。

18. 一般規定

18.1 **局部無效：**若任何條款於任何時候在任何方面根據任何司法管轄區的法律是或成為不合法、無效或不能執行，其餘條款或該條款根據任何其他司法管轄區的法律的合法性、有效性或可執行性在任何方面不會受到影響或損害。

18.2 **補救方法及放棄權利：**本行沒有行使或延遲行使本條款規定的權利或補救方法，並不構成放棄該項權利或補救方法。任何單次或局部行使任何權利或補救方法，亦不會妨礙任何進一步行使該項權利或補救方法或行使其他權利或補救方法。本條款規定的權利是累計的，並不排除法律規定的任何權利。

Account or any Service will be that which is notified to the other Party in writing and any substitute address or fax number will only become effective on reasonable advance written notice.

17.2 Delivery:

- (a) Any communication or document made or delivered by the Bank to the Client under or in connection with these Terms, any Account or any Service will only be effective:
 - (i) if by way of fax, at the time of transmission (a fax transmission report that the fax has been transmitted to the addressee shall be proof of service); or
 - (ii) if by way of letter, when it has been delivered by hand at the relevant address or five Business Days after being posted to the Client.
- (b) Any communication or document to be made or delivered to the Bank will be effective only when actually received by the Bank in legible form and then only if it is expressly marked for the attention of the department or officer identified by the Bank (or any substitute department or officer as the Bank Notifies).

17.3 Communications other than by letter:

- (a) The Bank may act on Instructions received verbally (including by telephone), by fax, telex, email or other form of electronic communication. The Bank may require from the Client confirmation in the Bank's specified form before acting on such Instructions.
- (b) Any security identification numbers issued by the Bank for use by the Client in communicating or giving Instructions to the Bank are dispatched to the Client at its own risk and the Client undertakes to keep such numbers strictly confidential.
- (c) The Client acknowledges the risks in communicating or giving Instructions to the Bank verbally or via fax, telex, email or other form of electronic communication. Such risks include delay, non-receipt (including due to any technical malfunction in either Party's systems), third party interception, interference and data corruption. Provided that the Bank believes the relevant communication or Instruction to be genuine and complete, the Bank may act upon or otherwise rely on such communication or Instruction and the Client will bear such risks and will not hold the Bank liable for any Loss which the Client may suffer or incur or other consequences of the Bank acting or otherwise relying upon any such communication or Instruction.

18. GENERAL

18.1 **Partial invalidity:** If, at any time, any Term is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining Terms nor the legality, validity or enforceability of such Term under the law of any other jurisdiction will in any way be affected or impaired.

18.2 **Remedies and waivers:** No failure or delay by the Bank in exercising any right or remedy under these Terms will operate as a waiver, nor will any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights

provided in these Terms are cumulative and not exclusive of any rights provided by law.

- 18.3 **Amendments and waivers:** Save where it is provided in these Terms that a Term may be amended or waived by way of notification, a Term may only be amended in writing by the Parties or waived in writing by the relevant Party.
- 18.4 **Successors and assigns:** These Terms will be binding on and be for the benefit of the Bank and the Client and the Bank's successors and permitted assigns.
- 18.5 **Entire agreement:** These Terms set out the entire agreement between the Client and the Bank in relation to any Account and supersede all prior agreements and terms relating to any Account(s) to which the Client is bound.
- 18.6 **Additional terms:** These Terms shall be read together with any additional terms governing any Services utilised by the Client from time to time and to which the Client is bound.
- 18.7 **Compliance undertaking:** The Client will comply with:
- these Terms;
 - any instructions or requests issued by the Bank from time to time in relation to any operational or technical matters or generally in relation to any Account(s) or Service (including any relevant security measures and "know your customer" procedures implemented by the Bank); and
 - all laws and regulations of any jurisdiction which apply to any Account(s) or the Client's use of any Service.
- 18.8 **No representation:** The Client confirms that it has not relied on any representation, warranty, promise, statement of opinion or other inducement made or given by or on behalf of or purportedly by the Bank in applying for any Account.
- 18.9 **Representation by financial institution:** Where the Client is a financial institution acting on behalf of a third party (whether as agent or intermediary or otherwise), the Client represents to the Bank that:
- it has performed all requisite "know your customer" and other anti-money laundering due diligence on such third party (including verification of such third party's identity and source of funds and the nature of such third party's transactions) in accordance with its own internal policies and all applicable laws and regulations, and is satisfied with the results of such due diligence;
 - it will continue to perform ongoing due diligence on such third party to ensure that such "know your customer" data remains up to date; and
 - it has the appropriate processes in place to detect and report any suspicious activity involving such third party.
- 18.10 **Certificates and determinations:** Except where an obvious mistake has been made any certification or determination by the Bank of a rate or amount due by the Client to the Bank will be conclusive.
- 18.11 **Business Day convention:** The Bank is not obliged to operate any Account, act on any Account Transaction or perform any Service on a day which is not a Business Day. If any of the foregoing is due to be carried out on a day which is not a Business Day, it will be carried out on the next Business Day.

- 18.3 **修訂及放棄:** 除本條款規定某一條款可以通知方式予以修訂或放棄的情況外，任何條款必須由雙方以書面方式才可予以修訂或由有關的一方以書面方式才可予以放棄。
- 18.4 **繼承人及受讓人:** 本條款對本行及客戶以及本行的繼承人及允許受讓人具有約束力並符合他們的利益。
- 18.5 **全部協議:** 本條款載明客戶與本行就任何戶口達成的全部協議，並取代雙方以前所有約束客戶並與戶口有關的協議及條款。
- 18.6 **附加條款:** 本條款須與關於客戶不時使用的服務並約束客戶的附加條款一併閱讀。
- 18.7 **遵守法規的承諾:** 客戶將遵守:
- 本條款；
 - 本行不時就任何營運或技術事項或一般地就任何戶口或服務發出的指引或要求(包括本行執行的任何有關保安措施及「認識你的客戶」程序)；及
 - 適用於任何戶口或客戶對任何服務的使用的任何司法管轄區的所有法律及規定。
- 18.8 **不作出聲明:** 客戶確認在申請開設任何戶口之時，並未依賴本行或本行代表作出或發出的或據稱由本行作出或發出的任何聲明、保證、承諾、意見陳述或其他利誘。
- 18.9 **財務機構的聲明:** 若客戶是代表第三方行事的財務機構(不論是代理人或中介機構或其他身份)，客戶向本行聲明:
- 已依照本身的內部政策及所有適用法律及規定，對該第三方進行所有必要的「認識你的客戶」及其他反洗黑錢方面的盡職查證(包括核證該第三方的身份及資金來源以及該第三方的交易性質)，並且信納該盡職查證的結果；
 - 將繼續對該第三方持續進行盡職查證，確保上述有關「認識你的客戶」的資料不斷更新；及
 - 已設立適當的程序，以偵測及舉報該第三方所涉任何可疑的活動。
- 18.10 **證明及確定:** 除明顯的錯誤外，本行就利率或客戶欠本行的款額所作的任何證明或確定，均具有決定性。
- 18.11 **營業日慣例:** 本行並無責任於非營業日運作任何戶口，執行任何戶口交易或提供任何服務。若上述各項於非營業日到期進行，本行將於下一個營業日辦理。

18.12 **資料：** 客戶將及時提供本行不時合理要求的資料。

18.13 **第三方權利：** 除非本條款明確地另有相反的規定，並非一方的人士根據任何適用的有關第三方合約權利的法規或法律，並無權行使或享有本條款的利益，而在任何時候撤銷或更改任何條款均無須經並非一方的人士同意。

18.14 歧異

- (a) 若一般戶口條款與開戶表格的條款有任何歧異，在該等歧異的範圍內，將以一般戶口條款為準。
- (b) 若一般戶口條款與國家附件有任何歧異，在該等歧異的範圍內，將以國家附件為準。
- (c) 若本條款與第18.6條(附加條款)所述任何條款及條件有任何歧異，在該等歧異的範圍內，將以第18.6條(附加條款)所述條款及條件為準。
- (d) 若本條款之英文版本與其翻譯本有任何歧異，在該等歧異的範圍內，將以本條款之英文版本為準。

18.15 **無須提供理由：** 本行在根據本條款行使任何權利或酌權權時，並無責任就其所作決定向客戶提供理由。

18.16 **獨立意見：** 本行有權假定客戶已就任何戶口或服務獲得獨立的法律、稅務、財務及其他意見，並對該項假定予以依賴，本行亦無須對客戶承擔任何諮詢、信託或類似責任。

18.17 **費用分攤安排：** 若客戶經另一銀行或財務機構介紹到本行，或在客戶事先同意下，本行將客戶介紹給另一銀行或財務機構，本行可與該財務機構或銀行訂立費用分攤安排。有關該費用分攤安排的詳情可供客戶索取。

18.18 **電話記錄：** 本行可對本行與客戶之間的電話通話進行錄音，在遵守適用法律規定下，客戶同意上述錄音或其文字本可用於解決本行與客戶之間任何爭議。

18.19 **放棄豁免權：** 客戶放棄客戶或其資產或收益現時或將來在任何國家地區或其他國家或地區可能享有的一切豁免權(不論是基於主權國或其他的豁免權)。

18.20 **沒有違約：** 本條款任何內容並不會使本行有責任進行或不進行任何事情，若根據本行合理認為，該事情將會或可能會構成本行違反任何監管、主管、政府或類似政府部門的適用法律、規定、命令或附加規定。

18.12 **Information:** The Client will promptly provide such information as the Bank may reasonably request from time to time.

18.13 **Third party rights:** Unless expressly provided to the contrary in these Terms, a person who is not a Party has no right under any applicable third parties contract rights legislation or law to enforce or to enjoy the benefit of these Terms and the consent of any person who is not a Party is not required to rescind or vary any Term at any time.

18.14 Inconsistencies

- (a) If there is an inconsistency between the General Account Terms and those in an Account Opening Form, the General Account Terms will prevail to the extent of the inconsistency.
- (b) If there is an inconsistency between the General Account Terms and the Country Supplement, the Country Supplement will prevail to the extent of the inconsistency.
- (c) If there is an inconsistency between these Terms and any of the terms and conditions referred to in clause 18.6 (*Additional terms*), those terms and conditions referred to in clause 18.6 (*Additional terms*) will prevail to the extent of the inconsistency.
- (d) If there is any inconsistency between the English version of these Terms and a translation of such version, the English version of these Terms will prevail to the extent of the inconsistency.

18.15 **No requirement to give reasons:** In exercising any right or discretion under these Terms, the Bank is not obliged to provide the Client with reasons for its decision.

18.16 **Independent advice:** The Bank is entitled to assume, and to rely on such assumption, that the Client has obtained independent legal, tax, financial and other advice in relation to any Account or Service and the Bank does not owe any advisory, fiduciary or similar duties to the Client.

18.17 **Fee sharing arrangement:** Where the Client has been introduced to the Bank by another bank or financial institution or where, with the Client's prior consent, the Bank introduces the Client to another bank or financial institution, the Bank may enter into a fee sharing arrangement with such financial institution or bank. Details of any fee sharing arrangement will be made available upon the Client's request.

18.18 **Telephonic recording:** The Bank may record telephone conversations between the Bank and the Client and, subject to the provisions of applicable law, the Client agrees that any such recording or transcript may be used in resolving any dispute between the Bank and the Client.

18.19 **Waiver of immunity:** The Client waives generally all immunity (whether on the basis of sovereignty or otherwise) it or its assets or revenues may otherwise have now or in the future in any Jurisdiction or other country or territory.

18.20 **No breach:** Nothing in these Terms shall oblige the Bank to do or omit to do anything if it would or might in the Bank's reasonable opinion constitute a breach of any applicable law, regulation, order or sanction of any regulatory, supervisory, governmental or quasi-governmental authority.

Definitions and interpretation

1. DEFINITIONS

In these Terms and any Account Opening Form:

“**Account**” means a bank account (including any sub-account thereof) held in the name of the Client with the Bank denominated in a specified currency and of a specified type (including current and deposit accounts).

“**Account Currency**” means, in relation to an Account, the currency in which that Account is denominated.

“**Account Opening Form**” means, in relation to an Account or Accounts, an account opening form addressed to the Bank signed by the Client in a form specified by the Bank from time to time.

“**Account Transaction**” means any Deposit, Collection, Withdrawal or other transaction related to an Account.

“**Affected Instruction**” means an Instruction which the Bank determines is ambiguous, conflicting, erroneous, not authentic, unauthorised, is or would be illegal or in violation of any applicable law, regulation, order or sanction, or is in a form or containing such content which does not comply with the requirements of the Bank as Notified from time to time.

“**ATM**” means an automated teller machine or terminal, howsoever called, providing automated banking services (such as cash withdrawals, cash or cheque deposits or bill payments) which is accessed by a Client using an ATM card issued by the Bank.

“**Authorised Recipient**” means:

- (a) any Standard Chartered Group Member;
- (b) any agent or independent contractor of any Standard Chartered Group Member which is under a contractual obligation of confidentiality to that Standard Chartered Group Member;
- (c) any actual or potential assignee, novatee, transferee, participant or sub-participant (or any agent, adviser, actual or potential shareholder, bond holder or investor, in or of any of the foregoing) in relation to any of the Bank's rights and/or obligations under these Terms or any other agreement;
- (d) any rating agency, insurer or insurance broker of, or any direct or indirect provider of credit protection to, any Standard Chartered Group Member;
- (e) any regulatory, supervisory, governmental or quasi-governmental authority which has jurisdiction over any Standard Chartered Group Member;
- (f) any Client Group Member; or
- (g) any person to whom the relevant Standard Chartered Group Member is required by law or competent court or tribunal to make disclosure.

“**Bank**” means the bank identified in the relevant Account Opening Form.

“**Business Day**” means a day on which the Bank is open for the transaction of ordinary banking business in the Jurisdiction.

定義及解釋

1. 定義

在本條款及任何開戶表格中：

「**戶口**」指以客戶的名義在本行持有的指定貨幣及指定類別（包括往來及儲蓄戶口）的銀行戶口（包括其任何分戶口）。

「**戶口貨幣**」就戶口而言，指該戶口的貨幣單位。

「**開戶表格**」就一個或多個戶口而言，指由客戶簽署的格式由本行不時訂明並以本行為收件人的開戶表格。

「**戶口交易**」指任何存款、代收、提款或與戶口有關的其他交易。

「**虛假指示**」指本行認為是含糊、矛盾、錯誤、不真確、未經授權作出，是或將會是不合法或違反任何適用法律、規定、命令或附加規定的指示，或其格式或所載內容並不符合本行不時知會的要求。

「**自動櫃員機**」指提供自動銀行服務（例如現金提款、現金或支票存款或支付帳單）的自動櫃員機或終端機，客戶可以本行發出的自動櫃員機提款卡登入使用。

「**獲授權接收人**」指：

- (a) 任何渣打集團成員；
- (b) 任何對渣打集團成員承擔保密合約責任的該渣打集團成員的代理人或獨立訂約人；
- (c) 有關本行在本條款或任何其他協議的權利及／或責任的任何實際或可能的受讓人、更替人、承讓人、參與人或次參與人（或上述各人的任何代理人、顧問、實際或可能股東、債券持有人或投資者）；
- (d) 任何渣打集團成員的評級機構、保險商或保險經紀，或直接或間接向任何渣打集團成員提供信貸保障的提供者；
- (e) 對任何渣打集團成員有管轄權的監管、主管、政府或類似政府部門；
- (f) 任何客戶集團成員；或
- (g) 獲有關的渣打集團成員根據法律或有管轄權的法院或法庭規定向其作出披露的人士。

「**本行**」指有關開戶表格指明的銀行。

「**營業日**」指本行在國家地區開放進行日常銀行業務交易的一日。

「**現金存款**」指以現金或電子轉帳作出的存款。

「**客戶**」指在有關開戶表格內指明的並以其名義在本行開設及維持戶口的人士。

「**客戶集團成員**」指客戶及任何當時是客戶的附屬公司或控股公司或與客戶有聯繫的公司。

「**代收**」就非現金存款而言，指本行從有關的發票人／付款人獲得（或試圖獲得）已結算及不附帶條件的資金的程序，「代收」用作動詞時亦作相應解釋。

「**國家附件**」指附錄 2 所列適用於國家地區的國家附件。

「**存款日**」就存款而言，指作出存款之日，或若該日並非營業日，則為下一個營業日。

「**代收日**」就非現金存款而言，指本行從有關的發票人／付款人收到已結算及不附帶條件的付款之日，或若該日並非營業日，則為下一個營業日。

「**存款**」指由客戶本身或其代表或為客戶以現金、電子轉帳、付款票據或其他方式，及不論是否在本行的櫃位，透過任何銀行間電子付款系統、透過自動櫃員機或其他方式存入戶口的存款。

「**存款單**」指在作出現金存款之時由本行開立並發給客戶的書面收據，作為該現金存款的記錄。

「**電子理財服務**」指本行提供的服務，讓閣下或授權人士通過電子設備從本行取得資料或向本行發出指示。

「**電子設備**」指包括電子終端機（例如商戶終端機或自動櫃員機）、電腦、現金存款機、電視機、傳真機、電話及手提電話在內的任何電子設備。

「**現有條款**」指一般戶口條款。

「**不可抗力**」指：

- (a) 本行無法合理控制的任何情況或事故；
- (b) 任何水災、暴風、地震或其他天然事故；
- (c) 任何戰爭、敵對行動、恐怖行動、革命、暴動或民事騷亂；
- (d) 任何罷工、關閉工廠或其他工業行動；
- (e) 任何法律或規定的變更或對任何法律或規定的解釋或執行的變更；
- (f) 任何政府或監管機構或當局的行為或命令；

“**Cash Deposit**” means a Deposit made by cash or electronic transfer.

“**Client**” means the person identified in the relevant Account Opening Form(s) and in whose name an Account is opened and maintained with the Bank.

“**Client Group Member**” means the Client and any company which is for the time being a subsidiary or holding company of, or affiliated to, the Client.

“**Collection**” means, in relation to any Non-Cash Deposit, the process by which Bank obtains (or attempts to obtain) payment in cleared and unconditional funds from the relevant drawer/payer, and “Collect” has the corresponding meaning.

“**Country Supplement**” means the country supplement applicable to the Jurisdiction set out in Schedule 2.

“**Date of Deposit**” means, in relation to a Deposit, the date on which that Deposit was made or, if that date is not a Business Day, the next Business Day.

“**Date of Collection**” means, in relation to Non-Cash Deposit, the date on which the Bank receives payment in cleared and unconditional funds from the relevant drawer/payer or if that date is not a Business Day, the next following Business Day.

“**Deposit**” means any deposit of money made by, on behalf of or for the account of the Client into or in relation to an Account, whether by cash, electronic transfer, Payment Instrument or other means and whether at the counters of the Bank, via any inter-bank electronic payment system, via an ATM or by other means.

“**Deposit Slip**” means any written receipt created at the time of a Cash Deposit and given to the Client by the Bank as a record of that Cash Deposit.

“**Electronic Banking Services**” means services provided by us which enables you or an authorised person to obtain information from us or give instructions to us through Electronic Equipment.

“**Electronic Equipment**” means any electronic equipment including an electronic terminal (for example, a merchant terminal or ATM), computer, cash deposit machine, television, fax machine, telephone and mobile telephone.

“**Existing Terms**” means the General Account Terms.

“**Force Majeure**” means:

- (a) any circumstance or cause beyond the reasonable control of the Bank;
- (b) any flood, storm, earthquake or other natural event;
- (c) any war, hostilities, terrorism, revolution, riot or civil disorder;
- (d) any strike, lockout or other industrial action;
- (e) any change in law or regulation or any change in the interpretation or enforcement of any law or regulation;
- (f) any act or order of any governmental or regulatory body or authority;
- (g) any order of a court or other judicial body;
- (h) any system or computer malfunction, damage, destruction, failure, suspension, howsoever caused, or third party interference; or
- (i) any restriction or impending restriction on the availability,

credit or transfer of foreign exchange.

“**General Account Terms**” means these general account terms.

“**Instruction**” means any instruction given by or on behalf of the Client in relation to any Account, Account Transaction or Service, including any instruction which the Bank believes in good faith to have been given by or on behalf of the Client.

“**Jurisdiction**” means the country or territory where the Account(s) is/are maintained.

“**Loss**” means any losses, damages, proceedings, penalties, claims, liabilities, costs (including legal costs) and expenses of any kind.

“**Mandate**” means the directors' resolutions or other corporate authorisation constituting or evidencing the authority of the Client's authorised signatories to open and operate the relevant Account(s), sign the relevant Account Opening Form(s), undertake any Account Transactions and to obtain any Services from the Bank, and identifying such authorised signatories, in such form acceptable to the Bank.

“**Non-Cash Deposit**” means a Deposit made other than by cash or electronic transfer.

“**Notify**” means the disclosure by the Bank to the Client by one or more of the following methods:

- (a) providing the relevant details verbally;
- (b) handing over the relevant details by an officer of the Bank;
- (c) sending the relevant details in writing by post;
- (d) posting the relevant details on the Bank's website;
- (e) displaying the relevant details at the branch at which any Account is held; or
- (f) advertising in a newspaper,

and “**Notifies**”, “**Notified**”, “**Notifying**” and “**Notification**” will have the corresponding meaning.

“**Parties**” means the Client and the Bank.

“**Payment Instrument**” means any cheque, draft, money order, cashier's order or other similar instrument.

“**Relevant Data Subject**” means any person who is (a) named in and/or signs a Mandate or Account Opening Form; (b) an authorised signatory; or (c) specified as such by the Bank at any time.

“**Relevant Information**” means any information or documents (which may include any information concerning natural persons) relating to any Client Group Member (or any officer, employee or agent of the foregoing), these Terms, any Account, Account Transaction, Service, any other present or future agreement or transaction of any nature between the Client and any Standard Chartered Group Member or the subject matter of any of the foregoing.

“**Service**” refers to service of any kind (whether or not related to an Account) provided from time to time by the Bank to the Client including the provision of all banking facilities, functions and products and financial services and “**Services**” shall refer to any, all or a combination of Services provided by the Bank.

“**Standard Chartered Group Member**” means Standard Chartered PLC together with each of its subsidiaries and their branches.

(g) 法院或其他司法機構的命令；

(h) 無論任何原因導致的任何系統或電腦失靈、損壞、毀壞、故障、中止或第三方干擾；或

(i) 任何外匯供應、入帳或轉帳的限制或即將施加的限制。

「**一般戶口條款**」指本一般戶口條款。

「**指示**」指客戶或其代表就任何戶口、戶口交易或服務作出的指示，包括本行本著誠信認為是由客戶或其代表發出的指示。

「**國家地區**」指維持戶口所在的國家或地區。

「**各項損失**」指任何種類的損失、損害賠償、法律程序、罰款、申索、債務、費用（包括法律費用）及支出。

「**授權書**」指構成或證明客戶的獲授權簽署人有權開設及運作相關戶口、簽署相關開戶表格、進行任何戶口交易及獲得本行提供服務的董事決議或其他公司授權，授權書須指明獲授權簽署人，而且其格式須為本行所接受。

「**非現金存款**」指並非以現金或電子轉帳作出的存款。

「**知會**」指本行以下列一項或以上方法向客戶作出披露：

- (a) 以口頭方式提供有關詳情；
- (b) 由本行的高級人員轉交有關詳情；
- (c) 以郵遞方式發出書面的有關詳情；
- (d) 在本行網址上登載有關詳情；
- (e) 在持有戶口的所在分行陳列有關詳情；或
- (f) 在報章上刊登廣告。

「**知會**」用於不同時態時亦作相應解釋。

「**雙方**」指客戶與本行。

「**付款票據**」指任何支票、匯票、郵匯、銀行本票或其他同類票據。

「**相關資料對象**」指以下任何人士：(a) 在授權書或開戶表格內指明及／或在其上簽署的人士；(b) 獲授權簽署人；或 (c) 本行於任何時候指明為相關資料對象的人士。

「**相關資料**」指任何與客戶集團成員（或其高級人員、僱員或代理人）、本條款、任何戶口、戶口交易、服務、客戶與任何渣打集團成員之間任何性質的任何其他現有或將來的協議或交易或與上述各項的標的有關的資料或文件（可包括任何有關自然人的資料）。

「服務」指本行不時向客戶提供的任何種類的服務（不論是否與戶口有關），包括提供所有銀行融資、功能、產品及財務服務，「服務」用作複數時，指本行提供的任何或所有服務或服務的組合。

「渣打集團成員」指 Standard Chartered PLC 以及其每一附屬公司及其各自的分支機構。

「條款」指客戶簽署的開戶表格、本一般戶口條款及國家附件的合稱，「條款」用作單數時，則指該開戶表格、本一般戶口條款及國家附件的某一條款。

「提款」指由客戶本身或其代表以現金、付款票據或其他方式，及不論是否在本行的櫃位、透過自動櫃員機或其他方式從戶口或就戶口提取款項或進行轉帳。

「閣下」及「閣下的」指客戶。

2. 解釋

- (a) 除非另有相反的指示，在本條款中，凡提述：
- (i) 任何「一方」或其他人士將解釋為包括其所有權繼承人、允許受讓人及允許承讓人；
 - (ii) 本條款或任何其他協議或文據，是指不時修訂、補充或更替、取代或重述的本條款或其他協議或文據；
 - (iii) 「人士」包括任何人士、商行、公司、法團、政府、州或州當局或任何社團、信託或合夥商行（不論是否具有獨立法人地位）或前述兩名或以上人士；
 - (iv) 法律條文指已修訂或重新制定的條文；
 - (v) 除非另有訂明，某日的時間指在國家地區的時間；
 - (vi) 某一性別包括所有其他性別，單數亦包括複數，反之亦然；
 - (vii) 「條文」或「附錄」指本一般戶口條款的某一條文或其附錄，除非另行訂明；
 - (viii) 「包括」不作狹義解釋，但將解釋為指「包括但不限於」、「包括（但不限於）」或「包括但無損於上述條文」；及
 - (ix) 「本行可」不作狹義解釋，但將解釋為指「本行可（自行酌情決定而且並無責任如此）」。
- (b) 條文及附錄的標題只為方便而設，並不影響本一般戶口條款任何條文的解釋。
- (c) 「本條款日期」指客戶首次簽署開戶表格根據本條款在本行開設戶口之日。

附錄 2 - 適用國家附件

“Terms” means, collectively, the Account Opening Form signed by the Client, these General Account Terms and the Country Supplement and a “Term” means a term of such Account Opening Form, these General Account Terms and the Country Supplement.

“Withdrawal” means any withdrawal or transfer of money made by or on behalf of the Client out of or in relation to an Account, whether by cash, Payment Instrument or other means and whether at the counters of the Bank, via an ATM or by other means.

“you” and “your” means the Client.

2. INTERPRETATION

- (a) Unless a contrary indication appears, any reference in these Terms to:
- (i) any “Party” or other person will be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) these Terms or any other agreement or instrument is a reference to these Terms or other agreement or instrument as from time to time amended, supplemented, or novated, replaced or restated;
 - (iii) a “person” includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
 - (iv) a provision of law is a reference to that provision as amended or re-enacted;
 - (v) unless otherwise stated, a time of day is a reference to the time of day in the Jurisdiction;
 - (vi) a gender includes all other genders, and the singular includes plural and vice versa;
 - (vii) a “clause” or a “schedule” is a reference to a clause of or a schedule to these General Account Terms, unless otherwise specified;
 - (viii) “including” will not be interpreted narrowly but will be interpreted to mean “including without limitation”, “including (but not limited to)” or “including without prejudice to the foregoing”; and
 - (ix) “the Bank may” will not be interpreted narrowly but will be interpreted to mean “the Bank may (in its sole discretion and without any obligation to do so)”.
- (b) Clause and schedule headings are inserted for convenience only and will not affect the interpretation of any of the provisions of these General Account Terms.
- (c) “date of these Terms” means the date the Client first signed an Account Opening Form for the opening of an Account with the Bank under these Terms.

SCHEDULE 2 - Applicable Country Supplement