



**電子理財服務  
條款及細則**

**Terms & Conditions  
for  
Tele-electronic  
Banking Services**

**Please read these terms and conditions carefully.**

These terms and conditions set out the rights and obligations of you, the customer, and us, the Bank, in connection with your use of the Service. All the terms and conditions of this agreement are legally binding, so please read them through carefully before you agree to be bound by them.

This agreement:

- replaces all earlier terms and conditions relating to the Service (if any) except where we advise you otherwise;
- is in addition to the terms and conditions that apply to the individual accounts or (as the case may be) business accounts you may be accessing through the Service. If there is a conflict between the terms and conditions of this agreement and any other relevant terms and conditions, the terms and conditions of this agreement will prevail; and
- relates to (a) business accounts in the name of your company; (b) individual accounts in your sole name and (c) joint accounts but only if these may be operated by a single signing authority (collectively, "eligible accounts"). Account holders who do not have an eligible account for these purposes may nonetheless make account enquiries or deposit funds using this service but only for certain internet banking services, or as notified to you in the future.

In the last section of this agreement, you will find definitions of some of the words and phrases used in these terms and conditions.

**1. The accounts on which you may use the services**

- 1.1 You agree that the use of the Service by you will constitute your agreement to and receipt of these terms and conditions as well as your acknowledgement of the inherent risks in conducting any transaction over the Internet.
- 1.2 By agreeing to be bound by the terms of this agreement, you agree that the Service will be available on all eligible accounts with us, whether open now or opened in the future, including any joint accounts you hold with others. The Service cannot be used on some types of accounts and we will advise you from time to time as to which accounts are eligible.

請細讀以下所載之條款及細則。

下列條款及細則就閣下使用本行電子理財服務列出閣下和本行各自的權利與責任。本協議中的一切條款及細則，均具有法律約束力，故此閣下在同意接受本協議約束前，請先細讀該等條款及細則。

本協議：

- 取代先前與本項服務有關之一切條款及細則（倘有），除非本行另有通知；以及
- 附加在可通過本項服務進入的個人戶口或（視屬何情況而定）商業戶口的適用條款及細則之上。如本協議的條款及細則，與任何其他有關條款及細則有抵觸，則以本協議的條款及細則為準。
- 與 (a) 閣下公司開設的商業戶口；(b) 閣下單獨開設的個人戶口；和 (c) 一人簽名便能動用的聯名戶口有關（統稱“適用戶口”），沒有開設有關適用戶口的戶口持有人仍可使用本項服務查詢戶口狀況或存款，惟該等安排只適用於某些網上銀行服務（或其他將來知會閣下的服務）。

本協議的最後部份，載有本條款及細則中所用部份字詞的釋義。

**1. 可使用本項服務的戶口**

- 1.1 閣下同意閣下使用本項服務即表示閣下同意並已收到本條款及細則，而且閣下承認知悉進行網上交易涉及的固有風險。
- 1.2 在閣下同意接受本協議中的一切條款及細則約束的前提下，閣下同意閣下在本行開設的一切適用戶口，不論是現在或將來開設的，包括閣下與其他人士的聯名戶口，均可使用本項服務。本項服務不適用於若干類別戶口，本行將不時通知閣下哪些是合乎資格的戶口。
- 1.3 要使用本項服務，閣下必須：
- 1.3.1 是適用戶口持有人或（視屬何情況而定）獲授權運作適用口的人，以及

1.3.2 已向本行登記使用本項服務。

## 2. 遵守本行的用戶指引

- 2.1 閣下將獲得一份關於本項服務運作的用戶指引。用戶指引的內容包括本項服務的服務時間、接駁及操作方法。閣下接駁及操作本項服務，在任何時候均須遵守一切有關用戶指引。
- 2.2 如本項服務的接駁或操作方法有變，本行將不時通知閣下。閣下接駁或操作本項服務時，必須遵從一切有關改變。

## 3. 閣下的保密責任

- 3.1 為確保閣下可獨立使用本項服務及就閣下之戶口發出指示，閣下必須採取及在任何時候執行本第3條所述的保密程序。
- 3.2 本行將向閣下提供一個初始用戶識別碼和密碼讓閣下使用本項服務。閣下其後可自行選擇本項服務的用戶識別碼（倘適用）及 / 或密碼。如閣下聯同其他人士同意本協議的條款，本行將給予各人獨有的初始用戶識別碼和密碼。各人可隨時自行選擇更改密碼。
- 3.3 在閣下使用某些網上服務和交易時，本行可能會要求閣下向本行取得和使用一次有效密碼，供額外保安核證之用。有關需要一次有效密碼的服務和交易，本行將不時通知閣下。當閣下試圖進行上述任何交易之時，本行將邀請閣下向本行申請一個一次有效密碼。閣下作出申請後，本行將以下列任何一種方式將一次有效密碼傳送給閣下：(a) 以文字短訊方式傳送到閣下在本行登記的流動電話號碼；或 (b) 本行不時選擇或同意的其他方式。

### 避免保安密碼外洩

- 3.4 本行發給閣下的用戶識別碼、密碼及任何一次有效密碼共同構成閣下的保安密碼。關於閣下的保安密碼：
  - 3.4.1 閣下應定時更改密碼，並將在本項服務要求時更改密碼。閣下不應選用以前用過的密碼；
  - 3.4.2 選擇密碼時，閣下請注意，不要使用他人可能猜到的密碼或數字，以免他人假冒閣下身份使用本項服務。例如，閣下應避免採用本身或親屬的出生日期或閣下電話號碼的任何部份；
  - 3.4.3 閣下必須採取一切合理措施，確保保安密碼不會外洩。閣下切勿向其他人士披露密碼或一次有效密碼的

1.3 In order to use the Service, you must:

- 1.3.1 be the holder of an eligible account or (as the case may be) a person authorised to operate an eligible account; and
- 1.3.2 be registered by us to use the Service.

## 2. Following our User Guidance

- 2.1 User Guidance on the operation of the Service will be made available to you. User Guidance will cover (among other things) the times when the Service is available and how to access and operate the Service. You must follow all relevant User Guidance whenever you access and operate the Service.
- 2.2 We may inform you from time to time about changes to the way you should access or operate the Service. You must observe all such changes when accessing or operating the Service.

## 3. Your responsibilities for security

- 3.1 To ensure that you alone are able to access and give instructions on your accounts using the Service, you must adopt and at all times maintain the security procedures as described in this section 3.
- 3.2 To enable you to use the Service, we will give you an initial User Identification Code and Password. You may subsequently choose your own User Identification Code (if applicable) and/or Password(s) for the Service. If you are agreeing to the terms of this agreement jointly with others, we will give each of you a unique initial User Identification Code and Password(s) which the recipient may choose to change at any time.
- 3.3 When you use certain online services and transactions, we may also require you to obtain from us and use a One-time Password (OTP) for additional security verification. We will notify you of the services and transactions which require OTPs from time to time. When you attempt to effect any one of such transactions during a Session, you will be invited to apply for an OTP from us. Upon your application, we will transmit an OTP either: (a) by means of a SMS text message to the mobile telephone number that you have registered with us; or (b) by such other means as we may otherwise select or agree from time to time.

### Safeguarding your Security Codes

- 3.4 Your User Identification Code, Password and any OTP we issue to you together comprise your Security Codes. In connection with your Security Codes:
  - 3.4.1 you should change your Password regularly and will do so if the Service requires you to do so. You

should not choose a Password you have used before;

- 3.4.2 whenever you choose a Password, you must take care not to choose a password or number that is likely to be guessed by anyone trying to access the Service pretending to be you. For example, you should avoid your own or a relative's birthday or any part of your telephone number;
- 3.4.3 you must take all reasonable steps to ensure that you safeguard your Security Codes at all times, whenever possible. You must not disclose any details of your Password or OTP to anyone else, including to someone who is a joint account holder with you, or to a member of our staff, or to someone giving assistance on a technical helpdesk in connection with the Service.
- 3.4.4 you must not record your Security Codes in a way that could make them recognisable by someone else as Security Codes;
- 3.4.5 if you discover or suspect that your Password is known to someone else, you must immediately change the Password yourself through the Service. If this is not possible, you must notify us as soon as reasonably practicable by telephoning us on (852) 2886 8888 (or any other number we may let you have from time to time for this purpose). We will suspend use of the Service until a new Password has been set up.
- 3.4.6 You must immediately notify us of any loss or theft of or change to the mobile telephone number (or associated mobile telephone handset) registered with us for the purposes of receiving OTP transmissions. You must also notify us immediately if you discover or suspect that an OTP has become known to someone else. If you are using the Service, you should immediately log out from that Session to deactivate the OTP already obtained for that Session.

### Checking your statements

- 3.5 In connection with your account:
  - 3.5.1 You acknowledge that any information pertaining to your accounts or transactions as reported through the Service may not always be completely up to date as there may be transactions and/or instructions which, without limiting the generality of the foregoing, have yet to be processed by us, require verification of the Bank, or are in progress. You agree that the information pertaining to the Service shall not for any purpose whatsoever be

詳情，包括聯名戶口的共同持有人、本行職員或本項服務的技術通訊站的支援人員。

- 3.4.4 閣下切勿將保安密碼，用別人可識別出是保安密碼的方式記錄起來。
- 3.4.5 閣下一旦發現或懷疑別人知悉密碼，必須立即通過本項服務親自更改密碼。如未能及時更改，閣下必須在合理可行情況下盡快致電(852) 2886 8888（或本行不時就此通知閣下的任何其他電話號碼）通知本行。本行將暫停本項服務，直至新的密碼設定為止。
- 3.4.6 若閣下在本行登記用以接收本行傳送的一次有效密碼的流動電話（或相關的流動電話手機）遺失或被竊或其號碼有更改，閣下必須立即通知本行。若閣下發現或懷疑一次有效密碼已為別人知曉，閣下亦必須立即通知本行。若閣下正在使用本項服務，閣下應立即從該登入時段中登出，使一次有效密碼無效。

### 檢查結單

- 3.5 關於閣下的戶口：
  - 3.5.1 閣下承認任何透過本項服務通報的與閣下的戶口或交易有關的資料往往不是完全屬最新資料，因為有些交易及 / 或指示（上述各項的一般性不受限制）可能尚待本行處理，須經本行核證，或正在處理中。閣下同意與本項服務有關的資料就任何目的而言，不應作為閣下戶口結餘或交易狀況的確證。本行對任何透過本項服務通報的有關閣下戶口或交易的資料的準確性並不作出保證。
  - 3.5.2 如閣下發覺閣下之戶口有任何交易未獲閣下有效授權，必須在合理可行情況下盡快致電(852) 2886 8888（或本行不時就此通知閣下的任何其他電話號碼）通知本行。故此，閣下應在收到銀行結單後的合理期限（根據有關服務的條款和細則或該結單訂明的期限）內予以核對，如有錯誤或未經授權作出的交易，應在合理可行情況下盡快通知本行。

### 其他保安措施

- 3.6 閣下切勿讓別人代為操作本項服務。
- 3.7 閣下與本項服務聯線後，切勿走開，任由閣下的系統無人看

管。不論是閣下自備的系統，或使用本行任何一間分行的設備使用本項服務，這項原則均適用。由於本行分行為公眾地方，此項原則便更為重要，所以如使用本行分行的設備接駁本項服務，在聯線後切勿走開，在離開前必須斷線。

- 3.8 在未確定別人可否窺看、抄襲或假冒閣下身份使用本項服務前，切勿用與局部地區網絡相連的設備，例如是辦公室環境接駁本項服務。
- 3.9 閣下必須遵守用戶指引中的規定，或本行不時以其他方式通知閣下的任何其他規定，以保障本項服務的使用保密性。

#### 4. 閣下授權本行執行指示

- 4.1.1 閣下同意所用的保安密碼，足以識別閣下身份。本行有權按指示（用保安密碼透過本項服務發出的指示）行事，而無需再取得閣下書面或其他方式確認，即使該等指示實際上並非由閣下發出或授權（除非遇上第4.2條所載的情況）。
- 4.1.2 閣下同意在透過本項服務向本行發出指示（包括但不限於從閣下戶口轉出資金的指示）時，只有在閣下收到本行作出已經收到或執行指示的確認後，本行才應被視作已收到或執行該指示。

#### **如指示未獲授權，閣下應負的責任**

- 4.2 **在不損害第4.4條規定下及在下列情況下，閣下無須因為有人濫用密碼以閣下名義擅自發出指示而承擔法律責任；**
  - 4.2.1 **閣下已忠實遵守第3條所載一切保密程序；以及**
  - 4.2.2 **閣下已按第3.4.5條及 / 或3.4.6規定，通知本行密碼及 / 或一次有效密碼現已或可能為別人知曉。**
- 4.3 **閣下須自行負責確保閣下透過本項服務發出的所有指示（包括但不限於從閣下戶口轉出資金的指示）均準確、充足及完整。本行並無責任核證閣下的指示是否準確、充足及完整。在不限制第8條規定的範圍之下，對於由於下列情況引起的任何損失或損害，本行均無須負責，除非該損失或損害是直接因本行的疏忽或不當行為所引起：**
  - 4.3.1 **閣下發出有關轉出資金的指示在任何方面並不準確、充足或完整；或**
  - 4.3.2 **經辦上述資金轉賬的任何第三方並未轉出資金、拒絕或延遲轉出資金或將資金存入擬定收款人的戶口或在**

taken as conclusive of your account balance or transaction status. We do not warrant the accuracy of any information pertaining to your accounts or transactions as reported through the Service.

- 3.5.2 If you become aware of any transaction on any of your accounts that has not been validly authorised by you, you must notify us as soon as reasonably practicable by telephoning us on (852) 2886 8888 (or any other number we may let you have from time to time for this purpose). For this purpose, you must check bank Statements we send you within a reasonable time (as determined by reference to the product-specific terms and conditions or as set out in the Statement(s)) after you receive them and let us know as soon as reasonably practicable about any errors or unauthorised transactions.

#### **Other security safeguards**

- 3.6 You must not allow anyone else to operate the Service on your behalf.
  - 3.7 You must not leave Your System unattended while you are on-line to the Service. This applies whether Your System is a device you have sourced independently of us or a device provided by us to access the Service in one of our branches. However, the public nature of our branches makes it particularly important that if you access the Service from a device in one of our branches you do not leave that device unattended while on-line and you ensure that you have gone off-line before leaving the branch.
  - 3.8 You must not access the Service from any device connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy your access or obtain access to the Service pretending to be you.
  - 3.9 You must comply with any other requirements designed to protect the security of your use of the Service which are set out in the User Guidance or notified by us to you in any other way.
- #### 4. Your authority to us to carry out instructions
- 4.1.1 You agree that the use of the Security Codes is adequate identification of you. We are entitled to act on instructions (using the Security Codes via the Service) without obtaining any further written or other confirmation from you, even if those instructions are not actually given or authorised by you (except in the circumstances described in section 4.2).

- 4.1.2 You agree that when you give to us an instruction via the Service (including but not limited to an instruction to transfer funds out of your account), we are deemed to have received or executed the instruction only when you have received our confirmation that we have received or executed the instruction.
- Your liability for unauthorised instructions**
- 4.2 **Without prejudice to section 4.4, you will not be liable for misuse of your Password by someone to give unauthorised instructions purporting to come from you provided that you have:**
- 4.2.1 **ensured that all the security procedures described in sections 3 have been faithfully observed; and**
- 4.2.2 **notified us that your Password and/or OTP is or might be known to someone else in accordance with section 3.4.5 and/or section 3.4.6.**
- 4.3 **You are solely responsible for ensuring the accuracy, adequacy and completeness of all instructions given by you via the Service (including but not limited to instructions to transfer funds out of your account). We are not obliged to verify the accuracy, adequacy and completeness of your instructions. Without limiting the scope of anything in section 8, unless it is directly caused by negligence or misconduct on our part, we will not be liable for any loss or damage to you as a result of:**
- 4.3.1 **your instructions to transfer funds being inaccurate, inadequate or incomplete in any manner; or**
- 4.3.2 **any failure, refusal, delay or error by any third party through whom any such funds transfer is to be made to transfer the funds to or to credit the account of the intended payee.**
- 4.4 **You will be held liable for all losses due to unauthorised use if you have acted fraudulently or with gross negligence or if you are in default of any of the security obligations described in section 3 or the notification requirements of section 3.4.5, 3.4.6 or section 3.5.**
- 4.5 **You will not be responsible nor have any liability for any instruction that is not authorised by you but is given using your Security Codes if:**
- 4.5.1 **such instruction is given after you have notified us that you had discovered or suspected that your Password and/or OTP is known to someone else in accordance with section 3.4.5 and/or 3.4.6; or**

**進行上述資金轉賬中出現錯誤。**

- 4.4 **如閣下作出欺詐行為，或有嚴重疏忽，又或違反第3條所載的保密責任或第3.4.5條、3.4.6條或第3.5條的通知規定，致令密碼被擅自使用，因此引致的一切損失，閣下須承擔法律責任。**
- 4.5 **如指示是用閣下的保安密碼發出但未經閣下授權，同時屬於以下情況，則閣下無須負上責任或承擔法律後果：**
- 4.5.1 **在發出該項指示前，閣下已按第3.4.5及 / 或3.4.6條規定，通知本行閣下發現或懷疑密碼及 / 或一次有效密碼為他人知曉；或**
- 4.5.2 **由於本行未能履行第8.1條規定或由於疏忽或蓄意失責，導致閣下的密碼及 / 或一次有效密碼被他人竊取並發出未經閣下授權的指示。**

#### **按閣下指示行事**

- 4.6 閣下不得使用本項服務在閣下任何戶口進行未獲授權透支，同時本行有權拒絕接受有關指示。如已出現未獲授權的透支，本行可向有關戶口採取本行認為適當的行動以及收取利息及費用（按照該戶口的條款及細則）。閣下同意：
- 4.6.1 閣下有責任確保不會出現未獲授權的透支；以及
- 4.6.2 閣下不應依賴本項服務的運作來防止出現未獲授權的透支。特別是閣下須緊記，閣下的支票及通過本項服務發出的任何付款指示，將需要時間結算，未必會即時反映在閣下之戶口的結餘上。
- 4.7 當本行收到閣下通過本項服務發出的交易指示，本行有權從閣下指定的戶口或閣下的任何戶口中扣除所支付的任何款項以及有關交易應付費用。閣下一旦通過本項服務發出指示，即不能撤銷。本行無責任：
- 4.7.1 撤銷閣下已發出的指示；或
- 4.7.2 接受有附帶條件或可撤銷的指示，或要求本行不遵照銀行慣常做法提早付款給第三者。
- 然而，本行在收到閣下撤銷先前指示的要求後，在銀行制度規則及慣例允許的限度之內，本行可酌情嘗試遵辦。閣下同意彌償本行因此承擔的任何費用。
- 4.8 本行如認為有充份理由可：
- 4.8.1 拒絕執行通過本項服務發出的指示；或
- 4.8.2 要求閣下就特定指示給予書面確認；

如本行認為任何指示未獲得閣下適當授權，本行經合理地理盡力查核該項指示是否獲得適當授權後，有權採取行動撤銷本行就該項指示採取的任何行動。閣下因此蒙受的任何損失，本行無須承擔任何責任。

- 4.9 當閣下通過本項服務發出指示時，本行將按通過本項服務通知閣下的截止時間執行該項指示。截止時間如有更改，本行將不時通知閣下。在任何其他時間發出的指示，須待下個工作天才執行。
- 4.10 若在指定的執行日期發生下列情況，本行並無責任執行閣下的指示，亦無須對閣下因本行並未執行閣下的指示而蒙受的損失或損害負責：
- 4.10.1 閣下的指定戶口內並沒有足夠的資金讓本行執行閣下的指示；或
- 4.10.2 閣下的指定戶口內並沒有足夠的資金支付閣下應向本行支付的任何收費、費用、利息或其他款項；或
- 4.10.3 執行閣下的指示將導致閣下指定戶口內的結餘超過本行就閣下及 / 或閣下的指定戶口設定的信貸額；或
- 4.10.4 閣下的指定戶口因任何原因被結束、凍結或不能取用。
- 4.11 閣下同意，在下列情況下，由收款銀行或擬定收款銀行收取的任何收費或採取的任何其他行動，將由閣下而並非本行負責：
- 4.11.1 閣下的指定戶口內並沒有足夠的資金讓本行執行閣下的指示；或
- 4.11.2 具有司法管轄權的法院或其他機構禁止從閣下的指定戶口提取款項；或
- 4.11.3 閣下的指定戶口因任何原因被結束、凍結或不能取用；或
- 4.11.4 閣下的指定戶口或閣下指定戶口內的任何資金被凍結；或
- 4.11.5 執行閣下的轉賬指示將導致閣下指定戶口內的結餘超過本行就閣下及 / 或閣下的指定戶口設定的信貸額；或
- 4.11.6 本行單方面認為閣下並未正確使用本項服務；或
- 4.11.7 本行無法合理控制的情況妨礙本行執行閣下的指示。該等情況的例子包括（但不限於）火災、水災或第三方不當地傳送或處理付款。

4.5.2 ***your Password and/or OTP has become known to the person giving the unauthorised instruction as a result of our failure to comply with section 8.1 or any negligence or wilful default on our part.***

#### **Acting on your instructions**

- 4.6 You must not use the Service to create an unauthorised overdraft on any of your accounts and we are entitled to refuse to accept any instruction that would do so. If an unauthorised overdraft is created, we may take any action we think fit and charge any interest and charges to the account in question (in accordance with the terms and conditions of that account). You agree that:
- 4.6.1 it is your responsibility to make sure that no unauthorised overdrafts are created; and
- 4.6.2 you will not rely on the operation of the Service to prevent an unauthorised overdraft being created. In particular, you must remember that your cheques and any payment instructions you have given via the Service might take time to clear and might not always be immediately reflected in the balance on your account.
- 4.7 When we receive a transaction instruction from you through the Service, we will be entitled to debit any payment plus any charges payable for the transaction from the account you have specified or another account you hold with us. Once you have given an instruction through the Service, you will not be able to reverse it. We will be under no obligation:
- 4.7.1 to reverse an instruction you have given; or
- 4.7.2 to accept an instruction that is conditional or reversible or which requires us to pay a third party sooner than we would be able to pay them following our normal banking practices.

However, if you do ask us to reverse an instruction after you have given it, we may at our discretion try to do so to the extent that this is possible under the rules and practices of the banking system. You agree that you will be responsible for any costs we incur as a result.

- 4.8 We may, when we believe we are justified in doing so:
- 4.8.1 refuse to carry out an instruction given via the Service; or
- 4.8.2 require written confirmation from you of a particular instruction.

If we come to believe that an instruction may not have been properly authorised by you, we will be entitled, after making reasonable efforts to check whether it was properly authorised, to take steps to reverse any action taken on the basis of that instruction. We will not be responsible for any

loss to you that results from such a reversal.

4.9 When you give an instruction via the Service, we will act on that instruction in accordance with the cut-off times notified to you through the Service. From time to time we may notify you of changes to these cut-off times. Instructions given at any other time may not be acted on until the next Business day.

4.10 We shall not be obliged to execute your instructions and shall not be liable for any loss or damage to you as a result of us not effecting your instructions, if on the stipulated date of execution:

4.10.1 your designated account does not contain sufficient funds for us to execute your instruction; or

4.10.2 your designated account does not contain sufficient funds to pay for any charges, fees, interest or other sums that may be payable by you to us; or

4.10.3 the execution of your instructions will cause the balance in your designated account to exceed the credit limit that we have set for you and/or your designated account; or

4.10.4 your designated account is closed, frozen or inaccessible for any reason.

4.11 You agree that you, and not we, will be responsible for any charges imposed, or any other action taken, by a receiving bank or intended receiving bank, where:

4.11.1 you do not have sufficient funds in your designated account for us to execute your instruction; or

4.11.2 a court or other body of competent jurisdiction prohibits withdrawals from your designated account; or

4.11.3 your designated account is closed, frozen or inaccessible for any reason; or

4.11.4 your designated account or any funds in your designated account have been put on hold; or

4.11.5 the execution of your instruction to transfer funds will cause the balance in your designated account to exceed the credit limit that we have set for you and/or your designated account; or

4.11.6 you did not, in our sole opinion, correctly use the Service; or

4.11.7 circumstances beyond our reasonable control prevent the execution of your instructions. Examples of such circumstances include (but are not limited to) fire, flood or improper transmission or handling of payments by a third party.

4.12 We are entitled to determine at our discretion the order of priority in executing your instructions to transfer funds, make payment and/or any other existing arrangements or

4.12 本行有權酌情決定在執行指示的指定日期執行閣下有關轉賬、付款的指示及 / 或閣下與本行作出的任何其他現行安排或指示的先後次序。其他現行安排或指示的例子包括（但不限於）支票及常設指示。

## 5. 如閣下持有任何聯名戶口

5.1 就閣下與他人聯名持有的任何戶口（在一人簽名便能動用該戶口的情況下），閣下同意：

5.1.1 閣下聯名戶口的持有人可按本協議所載條款，利用本項服務運作該戶口。即使閣下本人並未登記使用本項服務（根據第1.3.2條規定），本項規定亦適用；以及

5.1.2 聯名戶口任何一方，可通過本項服務就該聯名戶口有效地發出指示。

5.2 上文第5.1條規定凌駕於任何其他有關於閣下運作聯名戶口權力的現行安排。

5.3 就閣下與他人聯名持有並且需要由兩名或以上授權簽署人簽署才可進行交易的戶口而言，閣下（及其他每名聯名簽署人）對本項服務的使用範圍，只限於讓閣下獲得有關戶口的資料（包括但不限於戶口結餘）的該部分本項服務。

## 6. 運作時間、更改及暫停服務

6.1 本項服務的使用時間為用戶指引中所載的正常服務時間，或本行通知閣下的其他時間。然而，閣下接受因例行維修需要，系統過度繁忙，以及因為非本行所能控制的情況下，在正常運作時間亦未必能夠使用本項服務的情況。

6.2 就本項服務，本行有權隨時：

6.2.1 更改運作模式；或

6.2.2 增加、刪除或以其他方式更改、結束或暫停任何可用設施；或

6.2.3 結束本項服務。

如本行決定更改或結束本項服務，本行將盡量給予閣下三十天通知，或在當時情況下屬於合理的更短通知期。

## 7. 服務軟件及硬件

### 軟件兼容性



- 7.1 對於閣下系統（或閣下用以使用本項服務的其他裝置）的安裝、維修及操作，閣下用以使用本項服務的軟件（包括互聯網瀏覽器軟件）及在第三方互聯網或網上服務供應商維持戶口，閣下須自行負責，以便能接入互聯網。此外，除了要任何時間都遵守閣下根據本協議第 2 條的規定外，閣下亦有責任確保所獲提供的服務軟件與閣下用來接駁本項服務的電腦或其他設備兼容，以及與該電腦或其他設備的任何軟件兼容。如不兼容的話，閣下須賠償本行因此蒙受的任何損失。因服務軟件與閣下接駁本項服務的電腦或其他設備不兼容，以致閣下蒙受任何損失，本行概無須對閣下承擔責任。

### 防止病毒侵襲

- 7.2 閣下必須採取一切合理可行的措施，確保接駁本項服務的電腦或其他設備沒有電腦病毒或類似設施或軟件，包括但不只限於一般稱為軟件炸彈、特洛伊木馬及病毒蟲（統稱為「病毒」），並在各方面要有足夠維護。本項服務可通過互聯網接駁，互聯網是公用系統，本行無法加以控制。因此，閣下須確保用來接駁本項服務的任何電腦或其他設備有足夠保護措施防範病毒侵襲。

### 使用他人設備

- 7.3 閣下不得使用並非屬於自己的電腦或其他設備接駁本項服務，除非閣下事先獲得機主批准。如閣下違反本項規定，閣下須賠償本行因此蒙受的損失。

### 通過第三者服務進行接駁

- 7.4 閣下如通過並非由本行控制的任何服務以接駁本項服務，或從並非由本行控制的任何服務獲得一次有效密碼或其他保安密碼，或因使用該項服務而蒙受任何損失，本行無須承擔責任。閣下必須遵守該等服務的一切條款及細則，以及支付一切有關費用。

### 服務軟件及其他資料的擁有權

- 7.5 閣下每次使用本項服務，閣下的系統將自動獲得提供所需的服務軟件以使用及應用本項服務。此外本行亦可用其他方式提供服務軟件給閣下。本行一經向閣下提供接駁本項服務的服務軟件，即給予閣下非專屬的、不可轉讓的臨時特許權以接駁本項服務，除此以外不得作其他用途。服務軟件及提供

instructions you may have made with us on the stipulated date for the execution of your instructions. Examples of such other existing arrangements or instructions include (but are not limited to) cheques and standing orders.

## 5. If you hold any joint accounts

- 5.1 In connection with any account which you hold jointly (provided that this is on a single signing authority basis) with others, you agree that:
- 5.1.1 your joint account holders may operate the account using the Service on the terms set out in this agreement. This applies even if you are not yourself registered to use the Service (in accordance with section 1.3.2); and
- 5.1.2 any single party to a joint account may validly give instructions via the Service in connection with that joint account.
- 5.2 The provisions of section 5.1 above override any other existing arrangements in connection with your authority to operate joint accounts.
- 5.3 In connection with any account which you hold jointly with others and which requires two or more authorized signatories to effect transactions, your access to the Service (and the access of each of the other joint signatories) will be limited to those parts of the Service which allow you to obtain information about the account, including but not limited to the balance of the account.

## 6. Operating times, changes and disruptions

- 6.1 The Service will usually be available for use at the times given in the User Guidance or at other times notified to you. You accept, however, that routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always possible for the Service to be available during its normal operating hours.
- 6.2 In connection with the Service, we are entitled at any time to:
- 6.2.1 change the mode of operation; or
- 6.2.2 add to, remove or otherwise change, end or suspend any of the facilities available; or
- 6.2.3 end the Service.
- If we decide to change or end the Service, we will try to give you 30 days' notice or whatever shorter period of notice may be reasonable in the circumstances.

## 7. Service software and hardware Software compatibility

- 7.1 You are solely responsible for the installation,

maintenance and operation of Your System (or other device from which you access the Service), for the software (including Internet browser software) you use in accessing the Service and for the maintenance of an account with a third party Internet or online service provider to enable you to connect to the Internet. In addition to your obligations to comply with section 2 at all times, it is also your responsibility to ensure that the Service Software supplied to you is compatible with any computer or other device from which you access the Service and any software on that computer or other device. If it is not, you must compensate us for any loss we suffer as a result. We shall not be liable to you for any loss you suffer as a result of any incompatibility between the Service Software and any computer or other device from which you access the Service.

### **Protecting against Viruses**

- 7.2 You must take all reasonably practicable measures to ensure that any computer or other device from which you access the Service is free of any computer virus or similar device or software including, without limitation, devices commonly known as software bombs, Trojan horses and worms (together "Viruses") and is adequately maintained in every way. The Service can be accessed through the Internet, a public system over which we have no control. You must therefore ensure that any computer or other device you use to access the Service is adequately protected against acquiring Viruses.

### **Using other people's devices**

- 7.3 You must not access the Service using any computer or other device which you do not own unless you have first obtained the owner's permission to do so. If you break this rule, you must compensate us for any loss we suffer as a result.

### **Access through third party services**

- 7.4 We cannot be responsible for any services through which you access the Service or by which you obtain an OTP or other Security Codes that are not controlled by us, or for any loss you may suffer as a result of you using such a service. You must comply with all the terms and conditions of such a service and pay all the charges connected with it.

### **Ownership rights in connection with the Service Software and other information**

- 7.5 Each time you access the Service, it may automatically provide Your System with the Service Software necessary

給閣下的一切其他材料及資料，包括用戶指引，載有屬於本行或其他人士的珍貴資料。閣下不得：

- 7.5.1 除接駁本項服務外作其他用途；或
- 7.5.2 複製、出售、轉讓、出租、轉批出特許權或以其他方式轉給任何第三者；或
- 7.5.3 試圖對任何服務軟件進行反匯編、逆向工程、輸入或匯編。
- 7.6 如閣下在海外國家接駁本項服務，閣下有責任遵守當地法例，包括（但不只限於）取得輸入 / 輸出服務軟件的許可。

## **8. 本行對閣下的損失或損害所負的責任限度**

- 8.1 **本行將採取合理可行的措施並不時考慮任何可能適用的法律，條例，規定，指引，傳閱文件，專業守則和通常慣例，以確保連接本項服務的系統裝置了足夠的安全設備，並在系統操作的過程中控制和管理危機。**
- 8.2 **因本行向閣下提供本項服務以致閣下蒙受任何損失或損害，本行無須承擔責任，除非有關損失或損害是因本行疏忽或蓄意失責直接引致。在下列情況（包括但不只限於該等情況）下，本行無須因閣下使用本項服務蒙受損失或損害而承擔責任：**
- 8.2.1 **按已獲有效授權的指示行事，該項指示看來由閣下發出，但實際上由別人發出（但請閱讀第4.2至第4.5條規定的例外情況）；以及**
- 8.2.2 **閣下的系統與本項服務不兼容；以及**
- 8.2.3 **閣下或他人濫用閣下的系統；以及**
- 8.2.4 **因閣下使用本項服務以致第三者取得閣下之戶口資料（除非是因本行疏忽或蓄意失責引致）；以及**
- 8.2.5 **延遲或並未發出、傳送、收到、確認或承認收到任何電子郵件、短訊、保安密碼或本項服務可提供的任何內容，或本項服務可提供的任何資料或數據錯誤或不完整。**
- 8.3 **對由於本行向閣下提供本項服務而招致的無論如何產生（除非該等直接損失或損害賠償是因本行的疏忽或不當行為而引致）的後果、申索、法律程序、損失、損害賠償或支出（包括所有按彌償基準計算的法律費用），不論是否因下列各項引起或與下列各項有關（包括但不限於下列各項），閣下將彌償本行並使本行獲得彌償：**

- 8.3.1 **本行根據閣下的指示行事；**
- 8.3.2 **閣下不當地使用本項服務；或**
- 8.3.3 **閣下的系統（或其他硬件、裝置、設施或軟件）因閣下接入或使用本項服務而受損。**
- 8.4 **請注意本項服務不設有裝置使閣下能通知本行某宗交易必須在特定時間前執行。如閣下欲明確知道本行已收到指示，同時必須在特定時間之前執行，閣下必須請致電（852）2886 8888或以本行不時通知閣下的其他方法向本行職員說明。**
- 8.5 **閣下因使用本項服務所蒙受的任何間接、相應或特殊損失或損害（不論可預見與否），本行概不承擔任何責任。**
- 9. 如閣下違反本協議規定**
- 因閣下違反本協議任何條款，以致本行蒙受任何損失，閣下必須對本行作出賠償。
- 10. 終止使用本項服務**
- 10.1 閣下只須撥電(852) 2886 8888通知本行或利用本行不時通知閣下的其他終止方式，即可隨時終止使用本項服務。
- 10.2 倘若閣下有多個戶口，閣下不得指定任何一個戶口取消本項服務，除非用戶指引另有規定或本行以其他書面文件另函通知。
- 10.3 本行有權隨時終止或暫停閣下使用本項服務。本行通常會給予閣下至少三十天通知。然而，本行可視乎情況所需，縮短通知期或不給予通知，例如是基於閣下使用本項服務的保密考慮，或本行關注到閣下曾經或將會用本項服務產生未獲授權的透支，或用違反雙方所訂安排的其他方式運作任何戶口。
- 10.4 如閣下因任何理由終止本項服務的使用，閣下已通過本項服務發出的指示應不受影響。就任何聯名戶口而言，如有超過一人已登記使用本項服務，而其中一名登記使用人退出本項服務，其他人使用本項服務將不受影響。

## **11. 費用**

### **11.1 本行有權：**

- 11.1.1 就本項服務收取費用；以及
- 11.1.2 本行可不時就本項服務調整收費，唯本行將於最少

to enable you to access and operate the Service. Alternatively, the Service Software may be supplied to you in some other way. By supplying you with the Service Software to access the Service, we are granting you a non-exclusive, non-transferable, temporary licence to use the Service Software for the purpose of accessing the Service, and for no other purpose. The Service Software and all other material and information supplied to you, including the User Guidance, contains valuable information that belongs to us or others. You must not:

- 7.5.1 use them except in connection with accessing the Service; or
- 7.5.2 take copies, sell, assign, lease, sub-license or otherwise transfer them to any third party; or
- 7.5.3 try to decompile, reverse engineer, input or compile any of the Service Software.
- 7.6 If you access the Service from a country outside Hong Kong, you are responsible for complying with the local laws of that country, including (but not limited to) obtaining any licence needed for the import / export of the Service Software to that country.

## **8. The extent of our liability for your loss or damage**

**8.1 We will take reasonably practicable steps to ensure that our systems in connection with the Service 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 us from time to time.**

**8.2 We will not be liable for any loss or damage to you as a result of making the Service available to you, unless the loss or damage is directly caused by our negligence or our wilful default. Examples of circumstances in which we will NOT be liable to you for loss or damage resulting to you through the use of the Service include (but are not limited to):**

- 8.2.1 **acting on an instruction which has been validly authenticated as coming from you but which in fact was given by somebody else (but please see sections 4.2 to 4.5 which explain the exceptions to this rule); and**
- 8.2.2 **any incompatibility between Your System and the Service; and**
- 8.2.3 **any misuse of Your System by you or anyone else; and**
- 8.2.4 **any access to information about your accounts which is obtained by a third party as a result of your using the Service (except where that**

*access is obtained as a result of our negligence or our wilful default); and*

8.2.5 *any delay or failure to send, transmit, receive, confirm or acknowledge any email, SMS messages, Security Codes or anything available under the Service, or any error or incompleteness of any information or data available under the Service.*

8.3 *You will indemnify us and keep us indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on an indemnity basis) whatsoever and howsoever caused (save and except any direct loss or damages caused by negligence or misconduct on the part of us) that may arise to be incurred by us in providing you the Service, whether or not arising from or in connection with and including but not limited to the following:*

8.3.1 *our acting on your instructions;*

8.3.2 *your improper use of the Service; or*

8.3.3 *any damage to Your System (or other computer hardware, devices, facilities or software) as a result of accessing or using the Service.*

8.4 *Please note that the Service has no facility for you to let us know that it is especially important to you that a transaction is carried out by a particular time. If you need to be completely certain that an instruction has reached us and that it will be carried out by a particular time, you must speak to our staff on (852) 2886 8888 or inform us in any other way we notify you about from time to time.*

8.5 *We will not be liable for any indirect, consequential or special loss or damage to you (whether foreseeable or not) as a result of your use of the Service.*

## 9. If you break a term of this agreement

You must compensate us for any loss we suffer as a result of your breaking any term of this agreement.

## 10. Ending your use of the service

10.1 You may cancel your use of the Service at any time by giving notice through our telephone number (852) 2886 8888 or by using such other method of cancellation as we may notify to you from time to time.

10.2 If you have multiple accounts, you may not cancel the Service solely in respect of any one account, unless you are notified to the contrary in the User Guidance or otherwise in writing.

10.3 We have the right to end or suspend your use of the Service at any time. We will usually give you at least 30 days' notice. However, we may give you a shorter period

三十天前發出通知。如本行給予閣下通知，而閣下在該三十天通知期內取消使用本項服務，則閣下無須支付任何擬調高的費用。

11.2 為免產生疑問，請注意第11.1條規定所指的費用只適用於本項服務的費用，不適用於本行應閣下要求通過本項服務提供的特定銀行服務或其他服務的費用。閣下如有要求，本行樂於提供特定銀行服務或其他服務的收費詳情。

## 12. 本行更改本協議的權利

12.1 本行有權隨時更改本協議的條款，唯將以書面或通過本項服務發出通告通知閣下。

12.2 本協議條款如有任何更改，在更改生效前本行將給予閣下三十天通知，除非因為要保障本項服務的保密性，或基於非本行所能控制的其他情況而需縮短通知期。閣下收到本協議條款更改通知後，如繼續使用本項服務本行將視閣下接受有關更改（但請記住，閣下有權隨時結束使用本項服務）。

## 13. 本協議條款的效力

13.1 如本協議任何一條或部份條款，證實在法律上有不當處，或就任何方面不可強制執行，本協議其餘條款的效力將不受影響。

13.2 本行相信本協議各條款均屬公平。如其中有任何一條或部份條款由於不公平或基於任何其他原因證實不具有法律效力，本行有權作出修改，令該條款變得公平及有效。

13.3 如本協議其中一條條款，不可對簽署本協議的某一名客戶強制執行，將不會影響該條款對其他簽署人的可強制執行性。

13.4 本行偶爾放寬執行本協議任何條款，應只屬臨時性質，或屬於特殊情况，將不會影響本行在任何其他時間嚴格強制執行該等條款的權利。

## 14. 雙方間的溝通

14.1 除本協議指明用電話發送通知的情況外，閣下就本項服務發出的任何其他正式通知，必須採用書面形式（用硬拷貝），送到：香港中央郵政信箱21號（或本行不時就此通知閣下的任何其他地址）。

14.2 閣下對本項服務如有任何投訴，應交到：香港中央郵政信箱21號（或本行不時就此通知閣下的任何其他地址）。

- 14.3 電子郵件並非完全可靠或穩健的聯絡方式，閣下切勿用來發送以下訊息：
- 14.3.1 與本協議條款有關的通知；或
  - 14.3.2 敏感性的通訊，如付款指示（付款指示應按用戶指引通過本項服務發送，或按閣下所持有的有關戶口條款發送）。
- 14.4 如本行需發出通告給閣下，本行將送往閣下最近就閣下之戶口給予本行的地址。

## 15. 服務質素；記錄閣下的來電和指示

為保障本行客戶及職員，以及為解決雙方間的爭議，閣下確認：

- 15.1 本行與本項服務客戶的電話談話可能會被錄音；以及
- 15.2 本行將記錄客戶通過本項服務發出的一切指示；以及
- 15.3 本行可收聽與本項服務有關的電話通話（及其錄音），以評估及改善本項服務質素。

## 16. 宣傳

本行將不時通過本項服務宣傳本行的產品與服務，以及渣打銀行集團旗下其他公司的產品與服務。如閣下在與本行訂立的其他協議中，已要求（或如在將來要求）本行不向閣下發送任何市場推廣資料，閣下同意本項限制不適用於該等宣傳廣告。

## 17. 本協議的管轄法律

本協議受中華人民共和國香港特別行政區（“香港”）法律管轄。雙方同意接受香港法院對任何爭議的司法管轄權。但這不得影響本行在任何其他適當的司法權地區法院尋求補救。如本協議的中英文本文義有分歧，應以英文本為準。

## 18. 資金轉賬服務

- 18.1 閣下可使用本項服務指示本行從閣下在本行開設的指定戶口將資金轉賬至規定戶口（可以在本行或另一銀行開設）。
- 18.2 在符合第18.3條的規定下，閣下可按意願在任何一日發出任何數目的轉賬指示。
- 18.3 閣下不可在任何一日發出（而本行亦無責任接受）合計總額超過本行不時全權決定的每日限額的轉賬指示。若閣下由於

of notice or no notice if we consider it necessary, for example because of security concerns in connection with your use of the Service or because we are concerned that you have used or may use the Service to create an unauthorised overdraft or otherwise to operate any of your accounts in breach of your arrangements with us.

- 10.4 If your use of the Service comes to an end for any reason, this will not affect any instructions you have already given via the Service. In connection with any joint account, if more than one person has registered to use the Service, the withdrawal of any of those registered users from the Service will not affect the use of the Service by the others.

## 11. About our charges

11.1 We are entitled:

- 11.1.1 to charge you fees and charges for the Service; and
- 11.1.2 to change those fees and charges from time to time by giving you at least 30 days' notice. If we give you such a notice, you will not have to pay any proposed increase so long as you cancel your use of the Service during the 30 days' notice period.

- 11.2 To avoid any doubt, please note that the references to fees and charges in section 11.1 only apply to our charges for providing the Service. They do not apply to any charges for particular banking or other services we might provide in response to your requests via the Service. We will be happy to provide you with details of our charges for particular banking or other services on request.

## 12. Our right to make changes to this agreement

- 12.1 We have the right to change the terms of this agreement at any time by giving you notice either in writing or by sending you a message via the Service.
- 12.2 We will give you 30 days' notice of any change before it takes effect, except when notice has to be shorter in order to protect the security of the Service or in other circumstances beyond our control. Once you have received notice of any change in the terms of this agreement, we will treat your subsequent use of the Service as your acceptance of the change (but please remember you have the right to end your use of the Service at any time).

## 13. The validity of the terms of this agreement

- 13.1 If any one or part of the terms of this agreement proves to be legally unsound or unenforceable in any way, this

will not affect the validity of the remaining terms.

- 13.2 We believe the terms of this agreement are fair. If any one or part of them proves to be not legally valid because it is unfair or for any other reason, we are entitled to treat that term as changed in a way that makes it fair and valid.
- 13.3 If one of the terms of this agreement is unenforceable against one of the customers signing this agreement, this will not in any way affect the enforceability of that term against the other signatories.
- 13.4 If we relax any of the terms of this agreement once, this may be on a temporary basis or as a special case only. Such relaxation will not affect our right to enforce that term strictly at any other time.

#### 14. Communications between us

- 14.1 Except for situations where this agreement refers to your giving us notice by telephone, you should give us any other formal notice in connection with the Service in writing (in hard copy form) to: G.P.O. Box 21, Hong Kong (or any other address we may notify to you from time to time for this purpose).
- 14.2 Any complaints in connection with the Service should be directed to: G.P.O. Box 21, Hong Kong (or any other address we may notify to you from time to time for this purpose).
- 14.3 Electronic mail is not a completely reliable or secure method of communication and you must not use it for sending us:
- 14.3.1 notices in connection with the terms of this agreement; or
- 14.3.2 sensitive communications, such as payment instructions (payment instructions should be sent through the Service in accordance with the User Guidance or in accordance with the terms of the relevant account which you hold with us).
- 14.4 If we need to send you a notice, we will use the address you have given us most recently in connection with your bank accounts.

#### 15. Service quality: Recording your calls and instructions

To protect both our customers and our staff, and to help resolve any disputes between you and us, you acknowledge that:

- 15.1 Telephone conversations between us and customers of the Service may be recorded; and
- 15.2 we will keep a record of all instructions given by customers via the Service; and
- 15.3 we may listen to telephone calls (and recordings thereof) made in respect of the Service in order to assess and improve the quality of the Service.

本行不接受該等指示而遭受任何損失或損害，本行無須向閣下負責。

#### 19. 支付賬單服務 ("付賬服務")

- 19.1 閣下可使用本項服務指示本行從閣下的指定戶口將資金轉賬至規定的收款機構的戶口（可以在本行或另一銀行開設）。
- 19.2 在符合第19.3條的規定下，閣下可按意願在任何一日發出任何數目的向收款機構付賬的指示。
- 19.3 閣下不可在任何一日發出（而本行亦無責任接受）合計總額超過本行不時全權決定的每日限額的付賬指示。若閣下由於本行不接受該等指示而遭受任何損失或損害，本行無須向閣下負責。
- 19.4 閣下承認使用本項服務將賬款支付給收款機構須受本行不時全權酌情訂明的最低處理時間所規限。
- 19.5 閣下同意外本行有權每日或定期地向參加付賬服務計劃的每間收款機構提供報告。此報告將逐日列明所有已向該收款機構付賬的本項服務用戶，以及每名用戶各自向該收款機構支付的而且已記入該收款機構戶口的款額。

#### 20. 釋義：本協議所用部份字詞的釋義

本協議所用部份字詞的特定解釋如下：

**工作天** 指任何除星期六、星期日或公眾假期外的，香港銀行開門營業的日子。

**一次有效密碼** 指閣下在登入時段中指示本行進行第3.3條所述的任何一種交易時需用以識別閣下的一個稱為一次有效密碼的隨機產生密碼，本行將按照第3.3條規定將一次有效密碼發給閣下。

**密碼** 指本行提供給閣下用於電話理財以及本項服務其他使用方法的電子理財私人密碼和 / 或閣下自選用於網上理財服務的密碼（或者，在前述任何一種情況，閣下自選的替代密碼）。

**保安密碼** 指當閣下接入本項服務或使用本項服務進行交易時，用來識別閣下身份並由本行不時發給閣下的用戶識別

碼、密碼及任何一次有效密碼。

**本項服務** 指本行提供的服務，令閣下得以通過電腦、電話、個人數碼支援工具或其他設備，以任何方式連接本行系統，以便從本行取得資料及向本行發出指示。

**服務軟件** 指當閣下接駁本項服務時所獲提供的軟件，以及本行不時提供給閣下以接駁本項服務的任何其他軟件。

**登入時段** 指閣下在成功登入本項服務與終止接駁（不論是由於閣下的行動、過時或其他原因）之間維持接駁至本項服務的期間。

**結單** 指銀行結單，合約或交易單據，投資服務的確認通知，或其他根據服務需要的類似文件。

**用戶指引** 本行不時就閣下應用本項服務所提供的指引，包括以下指引：

- 硬拷貝形式（例如用戶手冊或函件）；以及
- 口頭指引（如用本行的技術支援站）；及
- 通過本項服務提供的線上求助服務。

**用戶識別碼** 指本行發給閣下用於本項服務中的電話理財及其他服務的用戶識別碼及 / 或閣下就電子銀行服務選擇的用戶名稱（或在每個情況中，閣下選擇的任何替代的用戶名稱或識別碼）。

**本行** 指渣打銀行（香港）有限公司及適用本項服務的渣打銀行集團內其他的一切其他公司。

**閣下** 指向本行登記使用本項服務的客戶。

**閣下的系統** 指閣下接駁本項服務所用的設備及當中所載的軟件。

若中、英文版本有任何歧異之處，概以英文版本為準。

## 16. Our advertising

From time to time we may advertise our own products and services, and those of other companies in the Standard Chartered Bank group, through the Service. If, in connection with other agreements with us, you have asked us not to send you any marketing material (or if you do so in the future), you agree that this restriction will not apply to these advertisements.

## 17. The law covering this agreement

This agreement is governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). Both parties agree to submit to the jurisdiction of the Hong Kong courts in connection with any dispute. This does not affect our right to pursue our remedies in the courts of any other jurisdiction which is appropriate. In the event of any inconsistency between the English version and the Chinese version of this agreement, the English version of this agreement will prevail.

## 18. Funds transfer service ("FTS")

- 18.1 You may use the Service to instruct us to transfer funds from your designated account with us to a stipulated account (which may either be with us or with another bank).
- 18.2 Subject to section 18.3, you may issue as many instructions to transfer funds in any one day as you wish.
- 18.3 You shall not issue (and we shall not be obliged to accept) instructions to transfer in any one day an aggregate total which exceeds the daily limit as specified by us at our absolute discretion from time to time. We shall not be liable to you for any loss or damage to you as a result of such non-acceptance of such instructions by us.

## 19. Bill payment service ("BPS")

- 19.1 You may use the Service to instruct us to transfer funds from your designated account to the account of a stipulated payee organization (which may either be with us or with another bank).
- 19.2 Subject to section 19.3, you may issue as many instructions to make payment to payee organizations in any one day as you wish.
- 19.3 You shall not issue (and we shall not be obliged to accept) instructions to make payment in any one day with an aggregate total which exceeds the daily limit as specified by us at our absolute discretion from time to time. We shall not be liable to you for any loss or damage to you as a result of such non-acceptance of such instructions by us.

19.4 You acknowledge that the crediting of payments made using the BPS service to the payee organization will be subject to the minimum turnaround times set out as prescribed by us at our absolute discretion from time to time.

19.5 You agree that we are entitled to provide a report on a daily or other regular basis to each of the payee organisations taking part in the BPS programme. This report will list out all the users of the Service who have made payments to that payee organisation and the respective amounts paid by each of those users to that payee organisation and credited into that account of the payee organisation on each day.

## 20. Definitions: The meaning of some words and phrases used in this agreement

Some words and expressions used in this agreement have particular meanings as follows:

**Business day** means any day except a Saturday, Sunday or public holiday on which banks are open for transaction of business in Hong Kong.

**OTP** or One-time Password means a randomly generated password known as the One-time Password that is required as a means of identifying you when you instruct us to effect any one of the transactions as described in section 3.3 during a Session, and which we will transmit to you in accordance with section 3.3.

**Password** means the Tele-electronic Identification Number ("TIN") issued to you for use with telephone banking and other elements of the Service and/or the secret password you choose for the electronic banking service (or, in each case, any replacement secret password that you choose).

**Security Codes** means your User Identification Code and Password together with any OTP we issue to you from time to time that are used to identify you whenever you access or transact using the Service.

**Service** means the services provided by us which enable you to obtain information from us and give instructions to us by computer, telephone, personal digital assistant or other device linked to our system by any means (among other things).

**Service Software** means any software supplied to you whenever you access the Service and any other software

we supply to you for the purpose of accessing the Service from time to time.

**Session** means the period of time during which you remain connected to the Service between a successful login and the termination of that connection (whether by your action, expiry of time or otherwise).

**Statement** means bank statement, contract or transaction note, confirmation notice for Investment Services, or any of these or similar documentation, as applicable, depending on the Service.

**User Guidance** means the guidelines we provide from time to time in connection with your operation of the Service, which may include guidance:

- in hard copy form (for example, in a user manual or by letter); and
- spoken guidelines (e.g. by any technical helpdesks we may operate); and
- through any on-line help service available as part of the Service.

**User Identification Code** means the user code issued to you for use with telephone banking and other elements of the Service and /or the user name you choose for the electronic banking service (or, in each case, any replacement user name or code that you choose).

**We/us/our/Bank** refers to Standard Chartered Bank (Hong Kong) Limited and all other entities in the Standard Chartered Bank group in respect of which the Service will be available.

**You/your** means you, the customer(s), who are registered by us to use the Service.

**Your System** means the equipment and software contained on it used by you to access the Service.

If there is any inconsistency or conflict between the English & Chinese versions, the English version shall prevail.