



永豐銀行

**Bank SinoPac**

Incorporated in Taiwan with Limited Liability

## **GENERAL TERMS AND CONDITIONS**

### **FOR ACCOUNTS**

### **帳戶一般條款及條件**

**永豐商業銀行股份有限公司 香港**

**Bank SinoPac Hong Kong**



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## 帳戶一般條款及條件

請細閱本帳戶一般條款及條件並確保閣下明白其條文。

### 1. 定義

#### 1.1 在本條款及條件內，除文意另有所指外，以下用語應具下列涵義：

「帳戶」指在本行所開立、設立、維持或由本行向客戶所提供的任何銀行帳戶，(不論是儲蓄、往來、存款、或其他帳戶)；

「獲授權代表」指由客戶所委任並獲本行所接受旨在為操作任何帳戶代表客戶向本行發出指示及以其他方式代表客戶的人士(包括依據任何授權書所委任的獲授權簽署人)；

「本行」指永豐商業銀行股份有限公司，為香港經營業務之一家獲香港法例第155章<<銀行業條例>>認可的持牌銀行及根據香港法例第622章<<公司條例>>第16條註冊之公司，該詞包括本行之繼承人與受讓人；

「本行集團成員」指本行、本行的最終控股公司、本行或本行的最終控股公司的任何附屬公司和附屬成員以及所有相關公司(即其股本權益由前述各方持有的公司)；

「營業日」指本行在香港開門營業的任何日子(包括惡劣天氣日(星期六、日及公眾假期除外)，即香港天文台發出八號或以上颱風信號或黑色暴雨警告，或香港特區政府作出“極端情況”公布的情況之日)；

「客戶」指已同意開立、設立及維持帳戶的任何人士並且包括帳戶的實益擁有人(如並非同一人)；

「香港」指中華人民共和國香港特別行政區；

「票據」包括支票、匯票、本票、銀行本票及其他金融與可轉讓票據。

「附屬公司」及「控股公司」應具有《公司條例》(香港法例第622章)第2條給予其的涵義；

「未經授權交易」指由本行所發出的任何帳戶結單、存款確認書或其他指示確認書上出現的任何錯誤、分歧或未經授權交易，以及在任何帳戶上並非由客戶或任何獲授權代表所授權的任何其他交易。

「條款及條件」指本帳戶一般條款及條件；

#### 1.2 除文意另有所指外，

(a) 表示一種性別的詞語包括其他性別；

(b) 表示單數的詞語應包括複數，反之亦然；

(c) 對條及段的提述是對本條款及條件內的條款及段落的提述，而對段的提述是指出現在該提述一條內的段落；

(d) 對文件(包括本條款及條件)的提述包括不時經修訂、補充及取代的該等文件；

(e) 條及其他標題只為易於參考而設，不得影響本條款及條件的釋義；

(f) 「人」或「人士」包括任何個人、公司、商行、合夥經營、聯營、協會、獨資經營或其他屬法團或不屬法團的實體，而「包括」指「包括但不限於」。

### 2. 開立及結束帳戶

#### 2.1 在開立帳戶之前，客戶應向本行提供客戶本身及(如適用的話)其董事以及控權股東的適當證明書及身分和法定存在的證明並且填妥及簽署本行不時訂明的表格、授權書及簽名式樣卡。客戶為操作任何帳戶或在與此有關的情況下可委任(各)獲授權代表並且應按本行所規定，向本行提供其(各)獲授權代表的簽名式樣及其他有關資料。

#### 2.2 本行應有權不時酌情決定，訂明：

(a) 在開立帳戶時及在維持和操作帳戶期間內必須存入帳戶的最高及最低款額或結餘；

(b) 帳戶的貨幣及(儘管本條款及條件有任何條文規定)繳存款項於該等帳戶及從該等帳戶撥支款項的方法；及

(c) 定期存款帳戶的可存款期限。

#### 2.3 假如按本行合理判斷，任何帳戶 (i) 一直並非以令本行滿意的方式操作或維持或 (ii) 有零結餘，且(按本行合理判斷)在時間長度應由本行酌情決定的延展期間內一直並無活動，本行在絕對酌情決定後，可隨時給予客戶30日通知(但如屬特殊情況(例如帳戶被用作犯罪活動)則除外)，結束該賬戶並提供理由。除非是客戶自行要求結束該賬戶，本行在根據第2.3條結束該賬戶後，應在切實合理可行範圍內盡快通知客戶。本行應在依據第26.1條設定客戶收到通知後滿30日時或即時(如存在上述特殊情況)獲



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解除就有關帳戶或客戶的任何進一步的責任。客戶須完全負責由此引致或產生的任何及所有後果。

- 2.4 本行可將本行依據第2.3條所結束的帳戶中的任何結餘轉入本行的待領結餘帳戶。在繳付第7.4及8.13條所規定的服務費(其詳情可應要求而提供並可以在本行在香港的任何分行提供)後，客戶可於本行任何營業日的營業時間內向本行取回結餘。
- 2.5 儘管有第2.3條的規定，本行在無須負上法律責任及披露任何理由的情況下，可隨時暫停客戶任何帳戶的操作或凍結該帳戶。本行在行使其在第2.5條下的權利後應通知客戶。
- 2.6 當往來帳戶被結束後，客戶應從結束往來帳戶之日起7日內，將所有未使用的支票交回本行。

### 3. 獲授權代表

- 3.1 如客戶的任何指示附有的簽署、圖章或印章(如適用的話)符合管限操作帳戶而在當時生效的授權書及/或其他文件內的簽署、圖章或印章，該指示對客戶具約束力。由客戶或他人代表客戶所簽署的指示所使用的簽署、圖章或印章(如適用的話)如符合在當時生效的授權書及/或該等其他文件內的簽署、圖章或印章，則本行應有權以該等指示為依據並且如按該等指示行事時，應無須就任何損失或損害負上法律責任。
- 3.2 如任何指示附有的簽署、圖章或印章(如適用的話)，按本行合理判斷，並不符合在當時生效的授權書及/或該等其他文件內的簽署、圖章或印章，則本行應有權拒絕按該指示行事。
- 3.3 除非本行另行同意，否則假如客戶欲更改任何帳戶所涉及的獲授權代表或獲授權簽署安排，客戶應向本行提交下列各項：
- (a) 如屬個人、獨資經營者或合夥經營，來自客戶(如屬個人或獨資經營者)或構成客戶(如屬合夥經營)的所有合夥人(視屬何情況而定)的書面指示；
  - (b) 如屬公司，以本行標準表格，授權更改獲授權代表或簽署安排(視屬何情況而定)的客戶董事會決議案的經核證真實副本；及
  - (c) 如屬任何其他情況，應以令本行滿意的形式及內容，要求上述更改的其他經正式授權的指示。
- 本條文並不規定本行必須執行該項更改。

### 4. 更改簽名及印章式樣

假如客戶欲更改簽名、圖章或印章式樣，客戶必須填寫本行為此而提供的表格，使用當時在本行檔案上所顯示的相同簽署、圖章或印章，並遞交新的簽署、圖章或印章式樣，說明新的簽署、圖章或印章將會生效的日期。未經本行事先同意，不得使用新的簽署、圖章或印章。

### 5. 授權

客戶要求且授權本行兌現帳戶所開出的所有票據及對帳戶支取已承兌及已提交付款的票據(不論該等帳戶是否被透支)，遵照就帳戶所發出的任何其他指示，並且接受及按照任何存入帳戶的任何存款收據或本行欠款收據行事，惟該等票據、指示及收據須由客戶簽署或(本行真誠地認為)看來是由客戶簽署。客戶同意承擔從帳戶作出的所有提款的法律責任，負責付還任何透支及其應計利息並且對於就帳戶而發出的所有指示的真實性承擔全部責任，但如任何上述提款或指示是偽造或以欺詐手段發出，而本行未能以合理技巧及謹慎態度處理該提款或指示或任何上述提款或指示因本行或本行任何僱員、代理人或傭工的故意失責或嚴重疏忽而未經授權，則作別論。

### 6. 帳戶結單及存款確認書

- 6.1 本行會將往來帳戶、儲蓄帳戶及本行會就其簽發帳戶結單的其他帳戶的帳戶結單每月或按本行不時決定的其他間距，按客戶最後為本行所知的地址寄交予客戶。對於自上一份帳戶結單日期起計整個月內並無入帳記錄的帳戶，本行無須就該帳戶發出結單。假如客戶在帳戶結單所涉及的月份或間距結束後14日內並未收到結單，客戶應立即通知本行並要求本行向其寄交結單的副本。
- 6.2 存入並獲本行接受的存款(不論是定期、或其他存款)應由本行簽發存款確認書，顯示存款金額、存款到期日及適用利率，以資證明。
- 6.3 客戶必須查閱每份帳戶結單及存款確認書，並且必須在以下期限內：
- (a) 如屬帳戶結單，依據第26.1條當作接獲該結單之日後90日內；



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及

- (b) 如屬存款確認書，在發出該存款確認書之日後14日內，以書面通知本行有關在該結單或確認書內所提述基於任何因由(包括客戶或任何其他人士的偽造、欺詐行為、權力不足或疏忽)而引致的未經授權交易。在該期間後，帳戶結單及存款確認書應當作有關帳戶結餘的正確無誤及不可推翻的證據。客戶針對本行而提出的反對申索均不會被接納，但如屬以下情況則作別論：(i) 本行沒有以合理的謹慎態度及技巧來處理任何未經授權交易；(ii) 因本行的僱員、代理人或傭工的偽造或欺詐行為而引致的任何未經授權交易；或 (iii) 因本行或本行任何僱員、代理人或傭工的故意失責或嚴重疏忽而引致的任何未經授權交易。
- 6.4 儘管有第6.3條規定，客戶知悉，由於自結單或確認書之日起，可能曾存入存款或可能曾對其他票據作出更改，故本行所提供的任何帳戶結單或存款確認書的入帳記錄的正確性對本行而言並不具決定性。本行應有權更改任何紀錄、結單或確認書上的入帳記錄，而對於因該等更改而產生無論屬何種性質的損失，本行不須對客戶或任何其他人士負上法律責任。
7. 儲蓄帳戶
- 7.1 本行不會向客戶發出儲蓄帳戶存摺。儲蓄帳戶的所有交易將以帳戶結單記錄。
- 7.2 客戶就外幣儲蓄帳戶的計值貨幣所作的任何選擇應不可撤回。
- 7.3 按本行不時釐定的利率計算的利息(其詳情可應要求提供，在本行的分行辦事處展示)將就存入儲蓄帳戶的每日結餘累算。應計利息將每月存入客戶的儲蓄帳戶。
- 7.4 本行保留在以下情況下徵收費用的權利：(i) 假如在本行開立的任何儲蓄帳戶每月平均結餘(按本行所釐定)低於本行不時釐定的金額，本行有權按其不時釐定的金額收取額外銀行手續費及 (ii) 假如按本行判斷，任何儲蓄帳戶並無活動或在本行的待領結餘帳戶中有結餘，本行有權按其不時釐定的金額收取定期服務費。
8. 往來帳戶
- 8.1 本行將會提供空白支票。當客戶需要支票簿時，客戶必須按照其授權書，以本行檔案所記錄的相同簽署、圖章及/或印章以及簽署安排，簽署由本行所提供的申請表格。假如客戶並非親自申請，本行可酌情決定將支票簿交付客戶的獲授權代表，或將支票簿以郵遞或專人送遞的方式轉交至客戶的註冊地址，所涉費用由客戶負責，可由本行從客戶的任何帳戶扣除。
- 8.2 收到支票簿後，客戶應小心點算支票的數目及檢查支票簿上所列印的帳戶號碼及序號，以確保並無分歧，並且應閱讀支票簿封面內頁上所列印構成本條款及條件一部分的條件。支票簿應時刻妥善鎖藏，以免遺失或被竊。
- 8.3 客戶不應預先簽署空白支票。支票上凡經塗改之處必須由出票人在經塗改之處旁邊全簽認證。客戶不應使用簡簽及縮寫(因其可易於假冒)，但如之前已就此作出安排則除外。客戶同意，本行在任何情況下均不應被判定須就支票在未經授權下所作的塗改引致的損失負上法律責任，以及本行應有權兌現即使被如此塗改的支票，並據此從帳戶扣款，但該等塗改按理須並非明顯或可察覺的。
- 8.4 所有支票必須以不可擦除的墨水或原子筆填寫。支票或給予本行的其他指示必須按照客戶的授權書，以就帳戶在本行檔案上所記錄的相同簽署、圖章及/或印章以及簽署安排簽署。假如任何支票或任何指示上的簽署看似與本行檔案上的客戶簽字式樣或其獲授權代表的簽字式樣不符或該支票或指示並非按照客戶的授權書及任何有關的獲授權簽署安排簽署或發出，本行應不須兌現該支票或按該指示行事。
- 8.5 客戶應以謹慎的態度開出支票並且同意不應以可能使支票被塗改或可能助長欺詐或偽造行為的任何手法及/或方式開出支票。客戶同意在簽發支票時：
- (a) 應將透過郵遞、速遞或經由他人送交的任何支票上的「或持票人」字樣刪除並劃線；
- (b) 填寫金額(大寫及數目字)時字與字間應盡量貼近並緊靠左欄，以免留有空間可加插其他金額；
- (c) 在大寫金額後填寫「正」字；
- (d) 只以阿拉伯數字填寫支票的數目字金額。
- 8.6 假如已簽署的支票遭遺失或被竊，客戶必須立即以書面向本行匯報支票遭遺失或被竊。有關通知書應以本行檔案所記錄的相同簽署、圖章及/或印章以及簽署安排妥為簽署及附加停止兌付該支票的指示。假如該支票被竊，客戶亦應向就近的警署舉報。假如本行在收到停止兌付的指示前已兌現有



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關支票，本行應不須對客戶負上法律責任。假如遺失任何空白支票，客戶應立即通知本行並要求註銷有關支票。客戶提出的任何撤銷支票的指示必須包括有關支票的號碼、收款人的姓名/名稱及金額和日期的完整及準確的資料。如所有該等資料與所提交兌現的支票上的資料完全相符，本行方會遵照該等指示。客戶同意就本行因不支付提交支票而可能產生的所有合理損失及費用，對本行作出賠償。

- 8.7 有關本行基於或因為依據遭遺失、被竊、非法使用、以欺詐手段塗改或偽造的支票或其他文件付款而引致而並且因本行的疏忽、故意失責或欺詐行為而導致本行可能妥為招致或支付的所有合理申索、要求、行動、損害賠償、費用、損失、開支(包括法律費用)及其他款項，客戶同意對本行作出賠償並不時使本行獲得賠償以及同意本行有權就此從任何帳戶扣款以作補償。
- 8.8 本行應將填寫不當的支票、經擅自塗改的支票、期票、過期支票或附有本行認為將損害有關各方的任何分歧的支票退回有關代收銀行。本行保留權利，因退回支票而收取合理的手續費並向客戶追討因退回支票而引致本行所產生的任何開支。
- 8.9 假如開出任何支票的帳戶存款不足，本行不須兌現該支票，但如已另行協定特別透支安排則除外。假如本行批出暫時透支安排，客戶應承諾向本行退還所透支的全部款額連同其應計利息，利息按本行所訂明適用於在其通常業務運作中向顧客所批出的透支安排的利率或本行與客戶所協定的其他利率計算。本行保留權利就每張拒絕兌現的支票收取由本行酌情釐定的收費。
- 8.10 就停止支付支票或撤銷來自客戶的指示而言，客戶應支付本行不時訂明的費用及收費和本行所產生的其他實付費用。任何該等費用、收費及開支的詳情可應客戶的要求提供及在本行在香港的所有分行展示。
- 8.11 存入帳戶的抬頭支票必須以客戶為受益人妥為背書。以第三方為抬頭人所開出並如此背書的支票可由本行全權酌情決定承兌存入，但不得影響本行有權向客戶索償因上述承兌而產生的任何損失。客戶應承諾須按要求立即向本行全數退回因本行容許客戶開出未結算支票或因本行背書該等支票或任何其他原因而蒙受的任何損失。
- 8.12 除非另行同意，往來帳戶的存款結餘均無利息支付。
- 8.13 本行保留在以下情況下徵收費用的權利：(i) 假如在本行開立的任何往來帳戶每月平均結餘(按本行所釐定)低於本行不時釐定的金額，本行有權按其不時釐定的金額收取額外銀行手續費及(ii) 假如按本行判斷，任何往來帳戶並無活動或在本行的待領結餘帳戶中有結餘，本行有權按其不時釐定的金額收取定期服務費。
- 8.14 本行應以合理的謹慎態度處理保管及提交客戶所提交的代收支票，但在本行本身沒有疏忽的情況下，對於因支票被遺失或銷毀或延遲提交而引致客戶所蒙受的損失，本行不須負上法律責任。在支票由任何獲妥為授權辦理提交代收手續的第三方保管的期間內，支票如有遺失或銷毀或延遲提交，本行不須因而承擔任何法律責任。對於因支票遭遺失或銷毀或延遲提交而引致的任何相應損失，本行不須負上法律責任。
- 8.15 在任何營業日為惡劣天氣日(星期六、日及公眾假期除外)，即香港天文台發出八號或以上颱風信號或黑色暴雨警告，或香港特區政府作出“極端情況”公布的情況之日，任何本行在該營業日所收到的票據應被視作在惡劣天氣或極端情況結束之後的下一營業日收到。

## 9. 定期存款帳戶

- 9.1 在本行開立定期存款帳戶時所需的存款應以下列方式支付予本行：
  - (a) 以客戶為受益人的支票；或
  - (b) 從客戶在本行的指定帳戶扣款；
  - (c) 以客戶為受益人的電匯方式匯款；
  - (d) 以本行所接受的其他形式及方法。
- 9.2 定期存款的利息應由本行釐定。適用利率的詳情可應要求提供及在本行的分行辦事處展示。利息應就定期存款的每日結餘累計，按已屆滿的實際日數(包算利息期間的首日但不包括最後一日)及一年為360/365日的基準計算。
- 9.3 利息應於定期存款的到期日或本行可能同意的其他時間支付。客戶應在定期存款到期前，就定期存款及其應計利息的續期或提取，給予本行至少一個營業日的通知。在沒有該等指示的情況下，本行可酌情決定：(i) 按照在緊接定期存款到期前適用於定期存款的相同期限，為定期存款續期，而適用



利率應屬本行在有關時間就以有關定期存款的貨幣結算的定期存款所應用的利率或 (ii) 持有構成定期存款(及其應計利息)的款項，但無須支付進一步利息，直至收到客戶有關定期存款(及應計利息)的處理方式的指示為止。假如定期存款獲續期，適用利率應為在續期日所通行的利率。

- 9.4 提前提取所有或部分定期存款須獲本行在全權及絕對酌情決定後批准並且須符合本行不時生效與定期存款有關的政策。假如本行同意批准客戶在到期前提取定期存款，除非另行同意，否則本行應支付截至提款日為止的利息並可訂明服務費或最低提款額及/或扣起截至提前提款之時為止定期存款已累計的所有或部分利息。本行為釐定所訂明的上述服務費/最低金額而不時使用的利率資料應在客戶要求下提供予客戶。
- 9.5 本行可就定期存款徵收由本行不時所釐定的存款手續費。本行存款手續費的詳情可應要求提供，及如實施將展示在本行的所有分行。
- 9.6 對於因稅項、徵稅或定期存款的計值貨幣貶值而引致任何定期存款帳戶內的存款減值，本行不須對客戶負上法律責任。除了本行須按適用法例規定就定期存款及其應計利息所預扣的任何稅項外，本行亦不須負責匯報及/或支付客戶在香港或任何其他國家所涉及的任何稅項。
- 9.7 有關定期存款在到期時的結算指示必須在定期存款到期日或之前送達本行。結算指示必須以本行所接受的表格，並由客戶或其(各)獲授權代表以本行存檔的簽署、圖章及/或印章式樣妥為簽署。
- 9.8 假如港元存款的到期日並非營業日，則應在下一營業日到期。假如外幣存款的到期日乃有關外幣所在 國的銀行的非營業的日子，則應在該等銀行的下一營業日到期，但如本行認為存款宜於原先到期日的前一銀行營業日到期則作別論。

## 10. 提存帳戶款項

- 10.1 被接受存入任何帳戶的所有票據須在最終結算後方會存入帳戶，而利息只會在該等票據被結算及存入後才開始累計。假如存入任何帳戶的任何票據在未獲支付或拒絕兌現的情況下被退回，已存入該帳戶的款項及其任何應計利息應屬無效及失效，而等同如此存入的款項及利息的金額應從該帳戶扣除。本行應在作出上述扣除後在切實可行範圍內盡快通知客戶。本行保留權利，就其後在未獲支付或拒絕兌現的情況下退回的支票，按照本行不時生效的標準收費率，向客戶的帳戶徵收費用。
- 10.2 客戶不可憑由客戶所存入的未結算票據(不論是本行被要求兌現或送交代收的票據)提款，直至本行已實際收到該等票據的所得款項為止。本行保留權利向客戶全數追討該等票據基於何種因由不獲支付而引致本行所蒙受的任何損失。在任何營業日的本行營業時間後所收到的所有代收票據應被視作在下一營業日收到(除非本行營業時間後之營業日為惡劣天氣日(星期六、日及公眾假期除外)，即香港天文台發出八號或以上颱風信號或黑色暴雨警告，或香港特區政府作出“極端情況”公布的情況之日，該票據應被視作在惡劣天氣或極端情況結束之後的下一營業日收到)。
- 10.3 假如本行收到作多項付款或其他交易的指示，合計會超出任何帳戶的貸方結餘金額或就此而言的任何獲授權限額，本行應有權酌情決定選擇執行哪一宗或多宗交易，而無須參照客戶指示的發出日期或收到指示的時間。
- 10.4 除非另經書面同意，本行在本條款及條件下的債務只應在維持有關帳戶的分行支付。如本行酌情決定認為適當的話，本行亦可以發出銀行本票或本行所開出的其他票據，清償本行的債務。
- 10.5 客戶要求由本行代客戶從某帳戶付款及匯款及代收款項的特別或常行付款指示須支付本行不時所釐定的手續費。此等手續費的詳情可應要求提供並在本行的所有分行展示。

## 11. 扣款授權

在不影響本條款及條件的任何其他條文或本行與客戶之間的任何其他協議的前提下，客戶同意本行可從任何帳戶扣除(不論根據本條款及條件或其他規定)客戶負有法律責任支付予本行的所有款項，包括本行已支付或墊付予客戶的款項，連同本行就任何帳戶所產生的所有利息、收費、佣金、費用及支出或任何合理開支。

## 12. 電腦及縮微膠片簿冊及紀錄

客戶同意本行以數碼形式或縮微膠片或電腦磁碟或其他形式所保存的簿冊及紀錄應構成客戶與本行進行交易的不可推翻的證據，但如屬以下情況下則成別論：

- (a) 本行未能以合理的技巧及謹慎態度處理任何該等簿冊及紀錄；



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- (b) 因本行的任何僱員、代理人或傭工的偽造或欺詐行為而產生該等簿冊及紀錄的內容；或
- (c) 因本行或其任何僱員、代理人或傭工的故意失責或嚴重疏忽而產生任何該等簿冊及紀錄的內容。

本行如認為適當的話可將客戶與本行進行交易的任何正本票據、文件或其他正本證據在拍攝在縮微膠片或轉換成數碼形式並儲存在電腦磁碟後予以銷毀。

13. 不得設定第三者權利

未經本行事先書面同意，客戶不得將任何帳戶及在任何帳戶內的所有權利、擁有權及/或權益轉讓、質押、抵押、押記。

14. 保留款項及債務抵銷

14.1 在不影響本條款及條件的任何其他條文或本行與客戶的任何其他協議的前提下，假如客戶現正或成為對本行欠有債項，(不論是根據本條款及條件、本行與客戶的任何其他協議或其他規定)，本行可自由保留在任何帳戶內的所有款項、存款及其任何應計利息或該等款項、存款及利息的任何部分，不論該等款項、存款或利息是否到期償還予客戶。

14.2 在不影響本條款及條件的任何其他條文或本行與客戶的任何其他協議的前提下，本行可隨時(即使有任何帳目清償或其他事宜亦然)合併或綜合當時存在以客戶名義開立的所有或任何帳戶(不論是否須給予通知，不論是否已期滿，不論單獨或共同持有及不論在香港或在本行在任何其他司法管轄區的任何其他分行)。本行可將任何一個或以上的該等帳戶(不論在香港或在本行在任何其他司法管轄區的任何其他分行)記入貸方項下的任何款項進行債務抵銷或轉撥，用作或用於清償客戶的任何債務，不論該等債務是現在或將來的、實有或是或有的、基本或附屬的，或是各別或共同的。假如該合併、綜合、債務抵銷或轉撥需將一種貨幣兌換成另一種貨幣，該項兌換應按本行購入該貨幣的即期買入匯率(由銀行最終釐定，其詳情將應要求提供予客戶)進行，而客戶須為此對存入有關帳戶的貨幣負上法律責任。本行在行使其在第14.2條下的權利後應在切實可行範圍內盡快通知客戶。

15. 來自客戶的賠償及本行的一般法律責任

15.1 在不影響本條款及條件的任何其他條文或本行與客戶的任何其他協議的前提下，對於本行就任何帳戶所訂立的任何交易或合約或所提供的服務而可能合理地蒙受或招致的所有合理損失、損害賠償、費用(包括法律費用及任何利息或佣金付款)、訴訟程序、申索及要求，客戶應對本行作出賠償並使本行不時獲得賠償。客戶應立即應要求全數支付根據任何此等賠償而應付本行的任何款項。

15.2 本行或本行的任何董事、高級人員、僱員或代理人均不須就基於下列理由而令客戶蒙受或引致的任何支出、損失或損害對客戶負上法律責任：

- (i) 本行或本行的任何董事、高級人員、僱員或代理人的任何作為或不作為，但因本行或本行的董事、高級人員、僱員或代理人的欺詐行為、故意失責或嚴重疏忽而引致則除外；
- (ii) 本行沒有執行客戶所發出的任何止付指示，該不執行屬合理及真誠；
- (iii) 向本行提交屬期票的任何票據或以郵遞寄出或並非客戶親自向本行交付的任何票據遭遺失或被竊；
- (iv) 本行基於任何理由沒有承兌客戶要求本行兌現的任何票據，但本行應立即透過正常途徑通知客戶，給予不兌現的理由；
- (v) 因客戶或獲授權代表嚴重疏忽、故意失責或欺詐行為而導致未經授權使用或假冒客戶或該獲授權代表的任何簽署；
- (vi) 與本行無關連的任何人士的任何作為、不作為或無力償債；
- (vii) 由任何電力或機動機器或系統的任何機能失常或所引致之資料傳送錯誤或通訊設施的任何截取、不正常操作情況、勞資問題、天災或非本行合理所能控制的任何相似或不同因由；
- (viii) 儘管有第(vii)段的規定，任何其他人士、系統、機構或付款基本設施的錯誤、失靈、疏忽、作為或不作為；及
- (ix) 本行沒有根據任何票據或其他指示行事，而該票據或指示所使用的簽署並不符合就任何帳戶而言在當時生效的授權書及/或其他文件中的簽署。

16. 遺失印章等



假如遺失用以操作帳戶的印章或圖章或假如客戶發覺任何帳戶可能曾被或可能會被在有違其指示的情況下操作，客戶應立即以書面通知本行。對於在本行收到該書面通知之前就有關帳戶所作的任何轉帳或其他交易，本行應不須負責，但如屬下列情況則作別論：

- (a) 本行沒有以合理的技巧和謹慎態度處理；
- (b) 因本行的任何僱員、代理人或傭工的偽造或欺詐行為而引致的任何未經授權交易；或
- (c) 因本行或本行任何僱員、代理人或傭工的故意失責或嚴重疏忽而引致的任何未經授權交易。

## 17. 電話及電話傳真指示

- 17.1 本行如認為適當的話，亦可按客戶以電話或電話圖文傳真機(「電話傳真」)發出的任何指示及/或要求(在本第17條稱「通訊」)行事，而該等通訊已表明來自客戶且本行亦真誠地相信如此，即使如屬電話通訊，其隨後並無書面確認亦然。不過，任何電話傳真通訊必須附有一個或多個簽署，而按本行合理判斷，該(等)簽署與客戶或其獲授權代表的簽署相符。
- 17.2 假如客戶就較早的電話或電話傳真通訊發出書面確認，該等確認書上應清楚註明「只屬確認－請勿重覆」的字樣。
- 17.3 客戶應承擔與本行的任何電話或電傳通訊所引致的所有風險，而本行會獲解除與此有關的責任，但由本行的故意失責或疏忽所引致者則除外。本行不須負上責任的風險應包括本行就客戶或其獲授權代表的身分而言所產生之傳送錯誤及誤解或合理錯誤。
- 17.4 如本行按照本行合理地相信經由他人代表客戶發出的電話或電傳通訊行事而可能蒙受合理的損失，客戶同意使本行免受損害並經常獲得賠償，並且同意履行並追認本行因該等通訊所訂立的任何合約或所採取的任何行動。
- 17.5 本行應有權隨時絕對酌情決定拒絕執行以電話或電傳通訊發出的任何指示或作出的任何要約，即使代表本行接獲該通訊的僱員可能已表明接納該指示或要約亦然。
- 17.6 儘管本條款及條件有任何條文規定，本行不須純粹根據電話及電訊傳真通訊，轉撥客戶的資金或交付客戶的財產予第三者，但當收取資金或財產的一方是客戶的附屬公司或聯營公司則除外，除非本行收到以金錢、股票、債券或其他財產的款項，由本行為客戶的利益或為客戶持有，作為該付款或轉撥的代價。
- 17.7 假如本行對任何電話或電話傳真指示給予書面確認，客戶必須查閱該確認書，並且必須在根據本條款及條件第26.1條當作接獲該確認書之日後的14日內通知銀行基於任何因由(包括客戶或任何其他人士的偽造行為、假冒簽署、欺詐行為、權力不足或疏忽)而引致的任何未經授權交易。在該期間後，銀行的確認書(在沒有明顯錯誤的情況下)將當作交易已獲授權並對客戶具約束力的正確無誤及不可推翻的證據。任何針對銀行而提出的反對申索均不會被接納，但如屬以下情況則作別論：(i) 該未經授權交易是由任何第三方作出而本行沒有以合理技巧及謹慎態度處理該交易或 (ii) 因本行或本行的任何僱員、代理人或傭工的故意失責或疏忽而引致的任何未經授權交易。
- 17.8 假如客戶決定利用以電話或電話傳真向本行發出指示的功能，則本第17條的條文應適用於該等指示，直至本行接獲客戶或(如屬聯名帳戶)任何一位客戶的書面取消通知為止。

## 18. 存入財產

假如客戶將貴金屬、股票證明書、所有權文件或任何其他財產存入本行或本行的代名人(「存入財產」)，本行將擔任存入財產的保管人，並以猶如本行保存屬於本行的類似財產的同樣謹慎態度保管存入財產。除此之外，存入財產將存放於本行，所涉風險由客戶承擔，而除就特定票據另行協定外，本行不須監察及通知或代客戶行使存入財產所附帶或涉及的任何權利以及並無責任告知客戶有關存入財產在價值上的任何變動。

## 19. 客戶資料的更改

客戶的個人資料、地址、電話或圖文傳真號碼以及與客戶或其(各)帳戶有關的任何其他資料如有任何更改，應立即以書面通知本行。該等更改應直至正式載入本行的紀錄內方告生效。

## 20. 不可推翻的證明書





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就各方面而言(包括任何法律程序)，本行的獲授權簽署人對於當其時由客戶欠下本行或由客戶對本行所承擔的款項及債務的證明書，在本行沒有明顯錯誤或欺詐行為或疏忽的情況下，應屬針對客戶的不可推翻的證據。

## 21. 暫繳帳戶

客戶知悉且同意，本行可按照其認為適當的條款及期間，將就任何帳戶所收到的任何款項存入及保存在暫繳帳戶的貸方項下。

## 22. 資料的披露

22.1 當本行考慮是否開立帳戶、持續該帳戶或調整依據該帳戶所提供的貸款時，本行獲授權在其有意如此時向任何人士(包括若客戶是個人時，其僱主)取得有關客戶的證明書並且取得有關客戶的信貸狀況報告。除非客戶首先向本行確認已徵得建議諮詢人同意使用其姓名，否則本行不得接觸客戶的任何建議諮詢人。

22.2 客戶授權本行將有關客戶與本行的銀行業務關係及任何帳戶的任何資料向以下各方披露：

- (a) 在世界各地的任何本行分行辦事處及任何本行集團成員，本行集團成員的附屬公司或附屬成員或其所聘用在其正常業務運作中向其提供服務的代理人；
  - (b) 其他銀行、財務機構、消費者信貸授與人、徵信所、信用卡及付款卡公司、收數公司、信貸調查機構、政府(不論位於何地)及其他監管機構(不論位於何地)；
  - (c) 本行的所有或任何部分資產或業務的任何實際或被提名承讓人、受讓人或繼承人。
- 雙方同意上述披露不得構成違反本行的保密責任。

22.3 在不影響第22.2條的前提下，客戶(如屬個人)同意受本行給予客戶有關《個人資料(私隱)條例》的通知書(「通知書」)所約束，並以該通知書所指明的方式使用與其有關的個人資料。若客戶並非個人，其應確保在就操作及維持客戶的帳戶與本行進行交易的過程中，有責任或可能有責任提供其個人資料予本行的所有個人代理人及職員均已閱讀、明白及同意該通知。

## 23. 聯名帳戶

假如客戶由多於一人所構成：

- (a) 就任何帳戶而言，該等人士對本行的責任及債務應屬共同及各別的；
- (b) 假如從一名或以上該等人士所收到的任何要求或指示符合依據客戶的授權書所確立的獲授權簽署安排，本行應有權按照該要求或指示行事；
- (c) 除下文(d)段另有規定外，客戶授權本行於構成客戶的任何人士去世時持有記入(各)尚存者或客戶中最後尚存者的遺囑執行人或遺產管理人帳下，在任何帳戶中的任何貸方結餘及以聯名方式所持有屬任何性質的抵押品及財產，但須受制於由遺產稅處處長或任何其他主管當局所提出的任何申索或反對，但不得損害：(i)本行就任何按揭、留置權、押記、質押、抵銷債務權利、反索償或其他方面所產生的該等結餘、抵押品或財產所具有的任何權利及 (ii) 本行認為適宜採取的任何法律程序(經考慮由(各)尚存者或客戶中最後尚存者的遺囑執行人或遺產管理人以外的任何人士所提出的任何申索)，但在構成客戶的一名或多於一名人士去世時，本行可凍結所有或任何該等人士在本行的帳戶及/或其存放於本行的任何抵押品、財產、契據、或文件，並且在有關的遺囑/遺產管理書/遺產稅豁免證明書已獲發出並提交本行後，持有記入(各)尚存者帳下的上述各項。
- (d) 假如一名或多於一名構成客戶的人士去世，則由客戶按照獲授權簽署安排所發出並由本行在該去世書面通知應已由本行接獲前由本行所接獲並執行的任何要求或指示，應對客戶及構成客戶的每名人士及其各自的遺囑執行人、遺產管理人、繼任人及透過本行或在本行之下作申索的所有其他人士具約束力；在本行收到書面的去世通知後，第23(c)條即應適用；
- (e) 本行可隨時以構成客戶的任何人士的名義在本行開立的任何其他帳戶(不論是聯名帳戶或個人帳戶)中存於貸方項下的所有或部分資金用作或用於清償任何該等人士對本行的任何債務；
- (f) 本行應有權與構成客戶的任何人士獨立處理任何事宜，包括清償任何限度的任何債務，而並不影響任何其他上述人士的債務；
- (g) 在沒有相反書面指示的情況下，假如帳戶是以聯名方式持有，則構成客戶的每名人士應有權以



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個人身分並與其他聯名持有人互相獨立地操作及授權結束該帳戶；在接獲上述一人所給予的指示並按此行事前，如本行接獲另一聯名持有人的相反指示，則本行只應按照構成客戶的所有人士的指示在其後行事。

(h) 給予構成客戶的任何一名人士的任何通知將當作給予所有該等人士的有效通知；

(i) 對客戶的提述，在文意所指的情況下應解作對任何或所有該等人士的提述。

#### 24. 負責任地使用服務

客戶將負責任地使用本行的服務。在客戶向本行發出付款或交易指示時，客戶同意採取合理可行的預防措施保護客戶自身的利益、金錢和資產以確保不受欺詐或其他非法活動的影響。而在客戶向本行發出交易指示之前，客戶可採取的其中一種預防措施是使用由執法機構、政府或監管機構向公眾提供的資訊或工具來檢查從客戶處收到的付款或與客戶進行交易的一方是否真實可信。此類資訊或工具包括由香港警察提供的“防騙視伏器”。鑑於本行從客戶處收到的付款指示數量龐大，本行在處理客戶的付款指示前為客戶進行風險評估在實際上是不可行的，因此客戶（而非本行）有責任在向本行發出指示之前應自行進行風險評估。

#### 25. 收數

假如客戶未能支付任何欠下本行的款項，本行可委託收數公司代收。客戶應賠償本行就索求、收取或起訴追討客戶應付的任何款項或因違反任何本條款及條件下之規則或與本行訂立的任何其他協議而引致的其他補救方法而合理及適當地產生的所有費用及支出，包括法律費用及收數公司的費用。本行就收取債務而言，應在各方面遵守不時生效的《銀行營運守則》。

#### 26. 通知

26.1 在不影響本條款及條件任何其他條文的原則下，由本行所發出的任何通知，如以客戶為收件人並以客戶不時以書面告知本行的地址為收件地址或以本行的紀錄上顯示為客戶最後為本行所知的地址為收件地址，則應當作已被有效送達。任何面交的通知在交付之時應當作已被有效送達。以預付郵費的信件送交的任何通知在緊接投寄之後應當作已被有效送達。以電傳或電話傳真發送的任何通知在傳送之時應當作已被有效送達。

26.2 給予本行的任何通知應以書面形式並由客戶或他人代表客戶正式簽署，但須按照其就有關帳戶而言在當時生效的現有授權書及/或本行所訂明的該等其他文件中的簽名式樣。客戶的通知應以本行為收件人並以本行的主要營業地點或當時經本行所選定並告知客戶位於香港的其他辦事處或分行為收件地址交付予本行，以及只有在本行實際收到該通知後方應當作已被接收。

#### 27. 營業時間

本行可根據本行業務需要延長或在其他方面修改本行的營業時間。張貼於本行分行辦事處的通知應構成給予客戶有關上述更改的書面通知。凡在經延長或修改期間內辦理的業務應被視為已在通常業務運作中的正常營業時間內辦理。

#### 28. 修訂

本行可隨時修訂本條款及條件，但須給予客戶有關修訂的30日事先通知(除非該修訂並非本行所能控制範圍之內)。假如本行按合理判斷，認為以書面通知客戶並不切實可行，則在本條下的通知若在本行的分行辦事處連續展示30日後，應當作已正式發給客戶。

#### 29. 雜項

29.1 與帳戶有關或以其他方式與本行訂有的一切交易(不論是否亦受本條款及條件管限)應根據本行為此所提供的適用交易表格或以本行可合理地規定的其他方式進行。客戶應當作受本行就該等交易所訂明的條款及條件的約束，不論該等條款及條件是否在有關表格上顯示及不論本行所規定的有關表格或其他文件是否由客戶填妥及/或簽署。

29.2 在不影響本條款及條件的任何其他條文的前提下，本行應有權就提供予客戶的所有銀行服務及在本行與客戶的銀行業務關係過程中為客戶執行的職能，收取合理的服務費及手續費以及收費。此等費用及收費的詳情可應要求提供並在本行的所有分行辦事處展示。



- 29.3 除文意另有所指外，對客戶的提述應(如客戶是獨資經營)包括獨資經營者及其業務上的繼承人，以及(如客戶為合夥經營)包括該合夥經營不時的合夥人及該合夥經營業務的繼承人。本條款及條件應對客戶及客戶的繼承人具約束力，儘管客戶或任何該等繼承人在組成上有任何更改，而在不限制前述各項的前提下，本條款及條件不得因任何一方去世或退休或因任何商號如上文所述在組成上有任何其他更改而被終止或受影響。
- 29.4 本行延期或押後行使任何權利或補救方法不得當作本行放棄該權利或補救方法，而任何權利或補救方法的單次或部分行使並不妨礙進一步行使該權利或補救方法。客戶與本行之間的交易過程或在一次或一次以上的情況下放棄行使不得當作在任何其他情況下放棄行使。本行的權利及補救方法應持續有十足效力及作用，直至本行以書面明確修改或表示放棄為止。
- 29.5 本條款及條件任何條文如屬無效，則只應在該無效的範圍內並無效力，而不得影響其餘條款及條件的有效性。
30. **轉讓**
- 30.1 本條款及條件乃使本行及其繼承人和承讓人受益的條款及條件，儘管本行或任何上述繼承人或承讓人在組成上以合併、兼併、綜合或其他方式作任何改動亦然。客戶預先確認且同意本行可轉讓或以其他方式讓與本行在本條款及條件下及任何有關交易下及/或在本行具有抵押權益的任何抵押品、契據、文件及財產的任何(i)權利及/或(ii)責任，並可將以上各項交付予該繼承人、承讓人或受讓人，而上述各方應獲賦予之前歸屬於本行的所有權利及/或責任。本行應獲解除就此等權利及/或責任而言的任何法律責任。
- 30.2 客戶不得轉讓或讓與其在本條款及條件下的權利或根據本條款及條件而達成的任何合約或交易。
31. **抵觸**
- 本條款及條件與管限本行的服務、融資安排及產品的任何其他條款及條件與及、明確地涉及香港金融管理局所認可的《銀行營運守則》(經不時修訂)的有關本行服務的一般說明資料如有任何抵觸，概以本條款及條件為準。
32. **管轄法律**
- 本條款及條件應受香港法律管限，並按香港法律解釋，而就本條款及條件所引致或相關的任何訴訟、法律行動或法律程序而言，雙方同意服從香港法院的非專有司法管轄權。

本條款及條件的中、英文本如有任何分歧，就各方面而言，概以英文本為準。



## GENERAL TERMS AND CONDITIONS FOR ACCOUNTS

Please read these General Terms and Conditions for Accounts carefully and make sure that you understand them.

### 1. DEFINITIONS

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

“**Account**” means any bank account, whether savings, current, deposit, or otherwise, opened, established, maintained with or provided by the Bank to the Customer;

“**Authorized Representative**” means a person appointed by the Customer and accepted by the Bank to give instructions to the Bank on behalf of the Customer and otherwise represent the Customer for and in connection with the operation of any Account, including authorized signatories appointed pursuant to any mandate;

“**Bank**” means Bank SinoPac, being a licensed bank under the Banking Ordinance (Cap.155) and registered under Part 16 of the Companies Ordinance (Cap.622) and carrying on business in Hong Kong, which expression shall include its successors and assigns;

“**Bank Group Members**” means the Bank, its ultimate holding company, any subsidiary and affiliate of the Bank or of its ultimate holding company and all associated companies (being companies in which an equity interest is held by the foregoing);

“**Business Day**” means any day on which the Bank is open for business in Hong Kong (including severe weather days other than a Saturday, Sunday, or public holiday. Severe weather days are days on which typhoon signal number 8 or above or a black rainstorm signal is issued by the Hong Kong Observatory or the occurrence of “extreme conditions” is announced by the HKSAR Government);

“**Customer**” means any person who has agreed to open, establish and maintain an Account and includes the beneficial owner of the Account, if different;

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

“**Items**” includes cheques, bills of exchange, drafts, cashiers orders and other monetary and negotiable instruments;

“**Subsidiary**” and “holding company” shall have the meanings given to them in Section 2 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

“**Unauthorized transaction**” means any error, discrepancy or unauthorized transaction appearing in any statement of account, deposit confirmation or other confirmation of instructions issued by the Bank and any other transaction on any Account not authorized by the Customer or any Authorized Representative;

“**Terms and Conditions**” means these General Terms and Conditions for Accounts.

1.2 Unless the context otherwise requires :

(a) words importing one gender include the other genders;

(b) words importing the singular shall include the plural and vice versa;

(c) references to Clauses and Paragraphs are references to clauses and paragraphs in these Terms and

Conditions, and references to Paragraphs are to paragraphs in the Clause in which the reference appears;



- (d) references to documents (including these Terms and Conditions) include the same as from time to time amended, supplemented and substituted;
- (e) clause and other headings are for ease of reference only and shall not affect the interpretation of these Terms and Conditions;
- (f) the word “person” includes any individual, company, firm, partnership, joint venture, association, sole proprietorship or other incorporated or unincorporated entity and “including” and “includes” mean respectively “including without limitation” and “includes without limitation”.

## **2. OPENING AND CLOSING OF ACCOUNTS**

- 2.1 Prior to the opening of an Account, the Customer shall provide the Bank with suitable references and proof of identity and legal existence of both itself and, if appropriate, its directors and controlling shareholders, and complete and sign such forms, mandates and specimen signature cards as may be prescribed by the Bank from time to time. The Customer may appoint Authorized Representative(s) for or in connection with the operation of any Account and shall provide the Bank with specimen signatures and other relevant details of its Authorized Representative(s) as may be required by the Bank.
- 2.2 The Bank shall be entitled from time to time at its discretion to prescribe :-
  - (a) maximum and minimum amounts or balances that must be credited to Accounts at the time of opening and during the maintenance and operation of Accounts;
  - (b) the currencies in which Accounts may be denominated and, notwithstanding any provision of these Terms and Conditions, the methods of payment into and out of such Accounts; and
  - (c) the available periods for time deposit Accounts.
- 2.3 If, in the Bank’s reasonable opinion, any Account (i) has not been satisfactorily operated or maintained or (ii) has a nil balance and, in the Bank’s reasonable opinion, has been inactive for an extended period the length of which shall be determined at the Bank’s discretion, the Bank may at any time at its absolute discretion by 30 days notice to the Customer, unless there are exceptional circumstances (for example, use of the Account for criminal activities), close that Account with the reason(s) for so doing. The Bank shall notify the Customer as soon as reasonably practicable after closing that Account under this Clause 2.3 unless the closure of that Account is requested by the Customer. Upon the lapse of 30 days after the deemed receipt of such notice by the Customer pursuant to Clause 26.1 or immediately, if the aforesaid exceptional circumstances exist, the Bank shall be released from any further obligations in respect of the relevant Account or to the Customer. The Customer shall be held solely responsible for any and all consequences resulting or arising therefrom.
- 2.4 The Bank may transfer any balance on an Account closed by the Bank pursuant to Clause 2.3 to the Bank’s unclaimed balances account. Subject to payment of the service charge (details of which are available on request and are otherwise available at any branch of the Bank in Hong Kong) provided for under Clauses 7.4 and 8.13, the Customer may collect the balance from the Bank during the Bank’s business hours on any Business Day.
- 2.5 Notwithstanding Clause 2.3, the Bank may at any time without liability and disclosing any reason suspend the operation of, or freeze, any Account of the Customer. The Bank shall notify the Customer after exercising its rights under this Clause 2.5.
- 2.6 When a current Account is closed, the Customer shall return all unused cheques to the Bank within 7 days from the date of closing of the current Account.

## **3. AUTHORIZED REPRESENTATIVES**

Any instruction from the Customer bearing signature(s), chop(s) or seal(s) (if applicable) conforming to those in the mandate and/or such other documents for the time being in effect governing the operation of an Account shall be binding on the Customer. The Bank shall be entitled to rely, and shall not be liable for any loss or damage if acting, on instructions signed by or on behalf of the Customer using signature(s), chop(s) or seal(s) (if applicable) conforming to those in the then current mandate and/or such other documents.



- 3.2 The Bank shall be entitled to refuse to act upon any instruction bearing signature(s), chop(s) or seal(s) (if applicable) which, in its reasonable opinion, do not conform to those in the mandate and/or such other documents for the time being in effect.
- 3.3 Unless otherwise agreed by the Bank, if the Customer wishes to change an Authorized Representative or the authorized signing arrangement in relation to any Account, the Customer shall submit to the Bank :
- (a) in the case of an individual, sole proprietor or partnership, written instructions from the Customer (if an individual or sole proprietor) or all the partners comprising the Customer (if a partnership), as the case may be;
  - (b) in the case of a company, a certified true copy of a board resolution of the Customer in the Bank's standard form authorizing the change of Authorized Representative or signing arrangement, as the case may be; and
  - (c) in any other case, such other duly authorized instructions as shall be in form and substance satisfactory to the Bank, requesting such change.
- Nothing in this clause shall oblige the Bank to give effect to such change.

#### **4. CHANGE OF SPECIMEN SIGNATURES AND SEALS**

If the Customer wishes to change specimen signature(s), chop(s) or seal(s), the Customer must fill in a form provided for this purpose by the Bank using the same signature(s), chop(s) or seal(s) which at the time appears in the Bank's file and submitting new specimen signature(s), chop(s) or seal(s) indicating the date from which the new signature(s), chop(s) or seal(s) will be effective. No new signature(s), chop(s) or seal(s) shall be used without the prior consent of the Bank.

#### **5. AUTHORITY**

The Customer requests and authorizes the Bank to honour all items drawn on, and items accepted and presented for payment against, Accounts whether or not such Accounts be overdrawn, to comply with any other directions given regarding Accounts, and to accept and act upon any receipts for money deposited with or owing by the Bank on Accounts, provided that such items, directions and receipts are signed by the Customer or, in the good faith determination of the Bank, appear to be signed by the Customer. The Customer agrees to accept liability for all withdrawals from Accounts, to be responsible for the repayment of any overdraft and interest thereon and to assume full responsibility for the genuineness of all instructions given in connection therewith, unless any such withdrawal or instruction is forged or given fraudulently and the Bank has failed to exercise reasonable skill and care in relation to it or is otherwise unauthorized as a result of the wilful default or gross negligence of the Bank or any of its employees, agents or servants.

#### **6. STATEMENTS OF ACCOUNT AND CONFIRMATIONS OF DEPOSITS**

- 6.1 The Bank will send a statement of account for current Accounts, savings Accounts and other Accounts for which the Bank issues statements of account to the Customer at its last known address at monthly intervals or at such other intervals as determined by the Bank from time to time. The Bank shall not be obliged to send a statement of account for an Account if no entry has been made in that Account for the entire month since the date of the last statement. If the Customer fails to receive a statement of account within 14 days after the end of the month or interval to which the statement relates, the Customer should notify the Bank immediately and request a copy to be sent to him.
- 6.2 A deposit (whether fixed term, or otherwise) placed with and accepted by the Bank shall be evidenced by the issue of a deposit confirmation by the Bank, showing the amount of the deposit, the date of maturity of the deposit and the applicable interest rate.
- 6.3 The Customer must examine each statement of account and deposit confirmation and must notify the Bank in writing :
- (a) in the case of a statement of account, within 90 days of the day of deemed receipt of such statement



- (b) in the case of a deposit confirmation, within 14 days of the date of the issuance of such deposit confirmation, of unauthorized transactions referred to in it arising from whatever cause, including forgery, fraud, lack of authority or negligence of the Customer or any other person. After such period, the statement of account and deposit confirmation shall be deemed to be correct and conclusive evidence of the balances upon the relevant Account. No claim to the contrary by the Customer shall be admissible against the Bank unless (i) the Bank has failed to exercise reasonable skill and care in respect of any unauthorized transactions; (ii) any unauthorized transactions arose from the forgery or fraud of any of the Bank's employees, agents or servants; or (iii) any unauthorized transactions arose from the wilful default or gross negligence of the Bank or any of its employees, agents or servants.

- 6.4 Notwithstanding Clause 6.3, the Customer acknowledges that entries in any statement of account or deposit confirmation provided by the Bank are not conclusive as to their correctness against the Bank as deposits may have been made or other items may have been changed since the date of the statement or confirmation. The Bank shall be entitled to correct entries on any records, statements or confirmations and shall not be liable to the Customer or any other person for any loss of whatsoever nature incurred as a consequence of such corrections.

## **7. SAVINGS ACCOUNTS**

- 7.1 No savings Account passbook will be issued to the Customer. All transactions on savings Accounts will be recorded in statements of account.
- 7.2 Any election by the Customer as to the currency in which a foreign currency savings Account is to be denominated shall be irrevocable.
- 7.3 Interest at the rates from time to time determined by the Bank, details of which are available upon request, displayed at the Bank's branch offices will accrue upon the daily balance credited to savings Accounts. Accrued interest will be credited to the Customer's savings Account every month.
- 7.4 The Bank reserves the right to charge (i) additional banking fees in such amounts as the Bank shall from time to time determine if the average monthly balance (as determined by the Bank) in any savings Account with the Bank falls below such amount as the Bank may from time to time determine and (ii) a periodic service charge of such amount as the Bank may from time to time determine if, in the Bank's opinion, any savings Account is inactive or has a balance in the Bank's unclaimed balances account.

## **8. CURRENT ACCOUNTS**

- 8.1 Blank cheques will be provided by the Bank. When a cheque book is required, the Customer must sign an application form supplied by the Bank in accordance with its mandate, using the same signature, chop and/or seal and signing arrangements as recorded on the Bank's file. If the Customer does not apply in person, the Bank may at its discretion deliver the cheque book to the Customer's Authorized Representative, or forward it to the registered address of the Customer by mail or by hand at the Customer's expense, costs may be debited by the Bank from any Account of the Customer.
- 8.2 Upon receipt of a cheque book, the Customer should count the number of cheques carefully and examine the account and serial numbers printed thereon to ensure there are no discrepancies and read the conditions as printed on the inside of the cover of the cheque book which form part of these Terms and Conditions. Cheque books should at all times be kept under lock to safeguard against loss or theft.
- 8.3 Cheques should not be pre-signed in blank. All alterations on cheques must be authenticated by the full signature or signatures of the drawer near the place where such alterations have been made. Initials and abbreviations shall not be used (as the same can be forged easily), unless previous arrangements have been made in respect thereof. The Customer agrees that the Bank shall not under any circumstances be held liable for losses arising from unauthorized alterations to cheques and the Bank shall be entitled to honour cheques even though they are so altered and to debit the Account accordingly provided that the alterations are not



reasonably apparent or detectable.

- 8.4 All cheques must be written in non-erasable ink or ball point pen. Cheques or other instructions to the Bank must be signed in accordance with the Customer's mandate, using the same signature(s), chop and/or seal and signing arrangements as recorded on the Bank's file in respect of the Account. The Bank shall not be obliged to honour any cheque or act upon any instruction if the signature upon it does not appear to conform to the Customer's specimen signature(s) or the specimen signature(s) of its Authorized Representative(s) on the Bank's file or where the cheque or instruction is not signed or given in accordance with the Customer's mandate and any relevant authorized signing arrangements.
- 8.5 The Customer shall exercise care when drawing cheques and agrees that cheques shall not be drawn by any means and/or in any manner which may enable a cheque to be altered or may facilitate fraud or forgery. The Customer agrees when issuing a cheque to :
- (a) delete the words "OR BEARER" from, and cross, any cheque which is sent through the post, by courier or by other persons;
  - (b) write the amount, both in words and figures, as close as possible to each other and to the left-hand margin so as to leave no space for other insertions;
  - (c) write the word "only" after the amount in words;
  - (d) use only Arabic numerals when writing the cheque's amount in figures.
- 8.6 If a signed cheque is lost or stolen, the Customer must immediately report the loss or theft to the Bank in writing duly signed with the same signature, chop and/or seal and signing arrangements as recorded in the Bank's files with instructions to stop payment of such a cheque. If the cheque is stolen, the Customer should also report the loss to the nearest police station. The Bank shall not be liable to the Customer if the cheque is paid prior to the receipt of the instructions to stop payment. If any blank cheques are lost, the Customer shall notify the Bank immediately and request their cancellation. Any instructions countermanning a cheque by the Customer must include complete and accurate details of the number of the cheque, the name of the payee and the amount and date. The Bank shall only comply with such instructions if all such details accord strictly with those of the cheque presented for payment. The Customer agrees to indemnify the Bank against all reasonable losses and expenses it may incur resulting from the non-payment of the cheque on presentation.
- 8.7 The Customer agrees to indemnify the Bank and keep the Bank indemnified against, and agrees that the Bank is entitled to debit any Account to compensate the Bank for, all reasonable claims, demands, actions, damages, costs, losses, expenses (including legal fees) and other sums which the Bank may properly incur or pay by reason of or as a consequence of the Bank paying pursuant to a cheque or other document that is lost, stolen, unlawfully used, fraudulently altered or forged and not as a result of the Bank's negligence, wilful default or fraud.
- 8.8 The Bank shall return to the relevant collecting bank any cheque which is incorrectly completed, altered without authorization, post-dated, out of date or which has any discrepancies that the Bank considers will jeopardize the parties concerned. The Bank reserves the right to impose a reasonable handling charge and recover from the Customer any expenses incurred by the Bank as a result of returning the cheque.
- 8.9 The Bank shall not honour any cheque if the Account on which it is drawn is not in funds unless special overdraft arrangements have been agreed. If temporary overdraft facilities are granted by the Bank, the Customer shall undertake to refund to the Bank the whole amount so overdrawn with interest thereon at a rate prescribed by the Bank as applicable to the overdraft facilities granted in its ordinary course of business to customers or at such other rate as may be agreed between the Bank and the Customer. The Bank reserves the right to impose a charge determined by the Bank in its discretion for every dishonoured cheque.
- 8.10 The Customer shall pay the fees and charges stipulated by the Bank from time to time and the Bank's other out of pocket expenses incurred with respect to stopping payment of a cheque or any countermanning instructions from the Customer. Details of any such fees, charges and expenses connected are available at the request of the Customer and are displayed at all branches of the Bank in Hong Kong.
- 8.11 Order cheques to be credited to an Account must be properly endorsed in favour of the Customer. Cheques





drawn to the order of a third party and so endorsed may be accepted for deposit at the sole discretion of the Bank without prejudice to its rights to claim from the Customer any loss arising from such acceptance. The Customer shall undertake to refund in full to the Bank immediately upon request any loss sustained by it by reason of the Bank allowing the Customer to draw against uncleared cheques or as a result of the Bank endorsing the cheques or from any other cause whatsoever.

- 8.12 Unless otherwise agreed, no interest is payable on any credit balance maintained at a current Account.
- 8.13 The Bank reserves the right to charge (i) additional banking fees in such amounts as the Bank shall from time to time determine if the average monthly balance (as determined by the Bank) in any current Account with the Bank falls below such amount as the Bank may from time to time determine and (ii) a periodic service charge of such amount as the Bank may from time to time determine if, in the Bank's opinion, any current Account is inactive or has a balance in the Bank's unclaimed balances account.
- 8.14 The Bank shall exercise reasonable care in relation to the custody and presentation of cheques presented by the Customer for collection but shall not be liable for loss suffered by the Customer as a result of any loss or destruction of cheques or delay in presentation thereof in the absence of negligence on the part of the Bank. The Bank shall incur no liability as a result of any loss or destruction of cheques or delay in presentation while the cheques are in the custody of any properly authorized third party through whom such cheques are presented for collection. The Bank shall not be liable for any consequential loss arising as a result of the loss or destruction of cheques or their delay in presentation.
- 8.15 On any Business Day that is a severe weather day other than a Saturday, Sunday, or public holiday, all Items received on that Business Day shall be treated as received for the account of the Business Day following the end of the severe weather or extreme conditions. Severe weather days are days on which typhoon signal number 8 or above or a black rainstorm signal is issued by the Hong Kong Observatory or the occurrence of extreme conditions is announced by the HKSAR Government.

## **9. TIME DEPOSIT ACCOUNTS**

- 9.1 Funds for the opening of a time deposit Account with the Bank shall be paid to the Bank in the following manner :
- (a) by cheque in favour of the Customer; or
  - (b) by debiting a designated account of the Customer with the Bank;
  - (c) by remittance in the form of telegraphic transfer in favour of the Customer;
  - (d) by such other form and manner acceptable to the Bank.
- 9.2 Interest on a time deposit shall be determined by the Bank. Details of applicable interest rates are available upon request and displayed at the Bank's branch offices. Interest shall accrue upon the daily balance of a time deposit, calculated on the basis of the actual number of days elapsed (including the first day of the period during which it accrues but excluding the last) and a 360/365 day year.
- 9.3 Interest shall be payable on the maturity date of the time deposit or at such other times as may be agreed by the Bank. The Customer shall give the Bank at least one Business Day's notice prior to maturity of the time deposit regarding renewal or withdrawal of the time deposit and accrued interest. In the absence of such instructions, the Bank may, at its discretion, either (i) renew the time deposit for the same period as was applicable to the time deposit immediately prior to its maturity or for such other period as the Bank considers appropriate and the interest rate applicable shall be the interest rate applied by the Bank with respect to time deposits in the currency of the relevant time deposit prevailing at the relevant time or (ii) hold the money constituting the time deposit (and interest accrued on it) with no obligation to pay further interest until receipt of instructions from the Customer as to treatment of the time deposit (and accrued interest). If a time deposit is renewed, the applicable interest rate shall be the rate prevailing on the renewal date.
- 9.4 Early withdrawal of all or part of the time deposit is permitted at the Bank's sole and absolute discretion and in accordance with the Bank's policies regarding time deposits in force from time to time. If the Bank agrees to allow a withdrawal of the time deposit prior to its maturity, the Bank shall, unless otherwise agreed, pay



interest up to the date of withdrawal and may impose a service charge or a minimum amount of withdrawal and/or withhold all or part of the interest which has accrued on the time deposit up to the time of such early withdrawal. Information on the rates used from time to time for determining such service charge/minimum amount imposed by the Bank shall be made available to the Customer upon request.

- 9.5 A deposit charge determined by the Bank from time to time may be charged by the Bank on any time deposit. Details of any deposit charges are available on request and if in force, shall be displayed at all branches of the Bank.
- 9.6 The Bank shall not be liable to the Customer for any diminution in the value of the monies in any time deposit Account brought about by taxes, levies or depreciation in the currency in which the time deposit is denominated. Apart from any taxes that the Bank is required by applicable law to withhold in connection with a time deposit and interest accruing thereon, the Bank is also not responsible for the reporting and/or payment of any taxes in relation to the Customer in Hong Kong or any other country.
- 9.7 Settlement instructions in respect of a time deposit at maturity must reach the Bank on or before the maturity of the time deposit. The settlement instructions must be in a form acceptable to the Bank and duly signed by the Customer or its Authorized Representative(s), using the specimen signature(s), chop and/or seal filed with the Bank.
- 9.8 If the maturity date of a Hong Kong Dollar deposit falls on a day which is not a Business Day, it shall instead fall on the next Business Day. If the maturity date of a foreign currency deposit falls on a day on which banks in the country of the relevant foreign currency are not open for business, then it shall instead fall on the next day on which such banks are open for business unless the Bank determines that it is desirable for the deposit to mature on the last day on which such banks were open for business prior to the original maturity date.

## **10. PAYMENTS INTO / FROM ACCOUNTS**

- 10.1 All items accepted for deposit in any Account are credited subject to final clearance and interest will only begin to accrue upon such items when they are cleared and credited. If any item deposited with the Bank for credit to any Account is returned unpaid or dishonoured, the sum credited into such Account and any interest accrued thereon shall be null and void and an amount equal to the sum and interest so credited shall be debited from such Account. The Bank shall notify the Customer as soon as practicable after such debit is made. The Bank reserves the right to charge the Customer's Account in accordance with the Bank's standard rate of charges in force from time to time for items which are subsequently returned unpaid or dishonoured. Details of such charges are available upon request and at any branch of the Bank.
- 10.2 The Customer may not draw against uncleared Items (whether drawn on the Bank or sent for collection) paid in by the Customer until the proceeds thereof have been actually received by the Bank. The Bank reserves the right to recover from the Customer in full any loss sustained by it as a result of the non-payment from whatsoever causes of such Items. All Items received for collection after the Bank's business hours on any Business Day shall be treated as received for the account of the following Business Day (except if the following Business Day after the Bank's daily business hours is a severe weather day other than a Saturday, Sunday, or public holiday, the Items received for collection shall be treated as received for the account of the Business Day following the end of the severe weather or extreme conditions. Severe weather days are days on which typhoon signal number 8 or above or a black rainstorm signal is issued by the Hong Kong Observatory or the occurrence of extreme conditions is announced by the HKSAR Government.).
- 10.3 If the Bank receives instructions for several payments or other transactions which in aggregate would exceed the amount of the credit balance on any Account or any authorized limit in respect thereof, it shall be entitled at its absolute discretion to select which transaction or transactions shall be executed, without reference to the date of despatch or time of receipt of the Customer's instructions.
- 10.4 Unless otherwise agreed in writing, the liabilities of the Bank hereunder shall be payable only at the branch at which the relevant Account is maintained. The Bank may also, if it in its discretion sees fit, discharge its obligations by the issue of a banker's draft or other item drawn upon it.
- 10.5 Special or standing instructions from the Customer for payments from an Account and remittances and collections by the Bank on behalf of the Customer shall be subject to a handling charge determined by the



Bank from time to time. Details of these handling charges are available on request and are displayed at all branches of the Bank.

## **11. DEBIT AUTHORIZATION**

Without prejudice to any other provisions of these Terms and Conditions or any other agreement between the Bank and the Customer, the Customer agrees that the Bank may debit to any Account all sums which the Customer is liable to pay to the Bank, whether under these Terms or Conditions or otherwise, including sums paid or advanced by the Bank to the Customer together with all interest, charges, commissions, fees and costs or any reasonable expenses incurred by the Bank in relation to any Account.

## **12. COMPUTER AND MICROFILM BOOKS AND RECORDS**

The Customer agrees that books and records kept in digital form or on microfilm, on computer discs or otherwise by the Bank shall constitute conclusive evidence of the Customer's dealings with the Bank unless :

- (a) the Bank failed to exercise reasonable skill and care in respect of any such books and records;
- (b) the contents of such books and records resulted from the forgery or fraud of any employee, agent or servant of the Bank; or
- (c) the contents of any such books and records resulted from the wilful default or gross negligence of the Bank or any of its employees, agents or servants.

The Bank may, if it sees fit, destroy any original items, documents or other original evidence of the Customer's dealings with the Bank after microfilming the same or converting them into digital form and storing them on computer discs.

## **13. NO CREATION OF THIRD PARTY RIGHTS**

The Customer shall not assign, pledge, mortgage, charge or otherwise encumber any right, title and/or interest to and in any Account without the prior written consent of the Bank.

## **14. RETENTION OF MONEY AND SET-OFF**

14.1 Without prejudice to any other provision of these Terms and Conditions or any other agreement between the Bank and the Customer, the Bank shall be at liberty to retain all monies, deposits and any interest accrued thereon in any Account or any part of such monies, deposits and interest, irrespective of whether such monies, deposits or interest are due for repayment to the Customer, if the Customer is or becomes indebted to the Bank, whether under these Terms and Conditions, any other agreement between the Bank and the Customer or otherwise.

14.2 Without prejudice to any other provision of these Terms and Conditions or any other agreement between the Bank and the Customer, the Bank may, at any time, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the then existing Accounts opened in the name of the Customer (whether subject to notice or not, whether matured or not, whether held singly or jointly and whether in Hong Kong or with any other branch of the Bank in any other jurisdiction). The Bank may set-off or transfer any sum standing to the credit of any one or more such Accounts, whether in Hong Kong or with any other branch of the Bank in any other jurisdiction, in or towards satisfaction of any liabilities of the Customer, whether such liabilities be present or future, actual or contingent, primary or collateral, or several or joint. If such combination, consolidation, set-off or transfer requires the conversion of one currency into another, such conversion shall be made at the Bank's spot buying rate of exchange (as conclusively determined by the Bank, the details of which will be provided to the Customer upon request) for the currency for which the Customer is liable against the currency credited to the relevant Account. The Bank shall notify the Customer as soon as practicable after exercising its rights under this Clause 14.2.

## **15. INDEMNITY FROM CUSTOMER AND GENERAL LIABILITY OF BANK**



- 15.1 Without prejudice to any other provision of these Terms and Conditions or any other agreement between the Bank and the Customer, the Customer shall indemnify and keep the Bank indemnified against all reasonable losses, damages, costs (including legal fees and any interest or commission payments), proceedings, claims and demands which the Bank may reasonably suffer or incur as a result of any transactions or contracts entered into or services provided in respect of any Account. The Customer shall immediately on demand pay in full any sums due to the Bank under any of these indemnities.
- 15.2 Neither the Bank, nor any of its directors, officers, employees or agents, shall be liable to the Customer for any expenses, losses or damage suffered by or occasioned to the Customer by reason of :
- (i) any act or omission by the Bank or any of its directors, officers, employees or agents other than as a result of the fraud, wilful default or gross negligence of the Bank or its directors, officers, employees or agents;
  - (ii) the Bank's failure to honour any stop-payment instructions given by the Customer, provided that such failure is reasonable and is in good faith;
  - (iii) the presentation to the Bank of any item which is post-dated or the loss or theft of any item sent through the post or which otherwise is not delivered to the Bank by the Customer in person;
  - (iv) the Bank for any reason failing to honour any items drawn on it by the Customer, but the Bank shall immediately notify the Customer through the normal channels giving the reason for the dishonour;
  - (v) unauthorized use or forgery of any signature of the Customer or an Authorized Representative as a result of the gross negligence, wilful default or fraud of the Customer or such Authorized Representative;
  - (vi) any act, omission or insolvency of any person not associated with the Bank;
  - (vii) any malfunction of, or error in the transmission of information caused by, any electrical or mechanical machine or system or any interception of communication facilities, abnormal operating conditions, labour difficulties, acts of God, or any similar or dissimilar causes beyond the reasonable control of the Bank;
  - (viii) notwithstanding Paragraph (vii), the error, failure, negligence, act or omission of any other person, system, institution or payment infrastructure; and
  - (ix) the Bank failing to act upon any items or other instructions which are not signed using signatures conforming to those in the mandate and/or such other documents for the time being in effect in respect of any Accounts.

## **16. LOSS OF SEAL ETC**

If a seal or chop used for operating an Account is lost or if the Customer becomes aware that any Account may have been or may be about to be operated contrary to its instructions, the Customer shall immediately notify the Bank in writing. The Bank shall not be responsible for any transfer or other transaction upon the relevant Account made prior to its receipt of such written notice unless :

- (a) the Bank failed to exercise reasonable skill and care;
- (b) any unauthorized transaction arose from the forgery or fraud of any employee, agent or servant of the Bank; or
- (c) any unauthorized transaction arose from the wilful default or gross negligence of the Bank or any of its employees, agents or servants.

## **17. TELEPHONE AND TELEFAX INSTRUCTIONS**

17.1 The Bank may, if it sees fit, also act on any instructions and/or requests (in this Clause 17, "communications") given by the Customer either by telephone or telephone facsimile machine ("telefax") which are expressed to come from the Customer and which are honestly believed by the Bank to do so, even if in the case of a telephone communication they are not followed by written confirmation. However, any telefax communication must bear a signature or signatures which, in the reasonable opinion of the Bank, correspond to those of the Customer or of its Authorized Representative.

17.2 If the Customer gives written confirmation of an earlier telephone or telefax communication, such confirmations shall be marked clearly with the words "Confirmation only - do not duplicate".



- 17.3 The Customer shall bear all risks arising from any telephone or telefax communication with the Bank, which is discharged from any responsibility in respect thereof apart from risks arising from its own wilful default or negligence. The risks for which the Bank shall not be responsible shall include those resulting from errors in transmission and misunderstandings or reasonable errors by the Bank regarding the identity of the Customer or its Authorized Representative.
- 17.4 The Customer agrees to hold the Bank harmless and to keep the Bank indemnified against any reasonable loss which it may suffer as a result of acting on telephone or telefax communications which the Bank reasonably believes in good faith to have been given on behalf of the Customer and agrees to perform and ratify any contract entered into or action taken by the Bank as a result of such communications.
- 17.5 The Bank shall be entitled at any time, at its absolute discretion, to refuse to carry out any instruction given or offer made by telephone or telefax communication, even if the employee who received such communication on behalf of the Bank may have stated its acceptance thereof.
- 17.6 Notwithstanding any of the provisions in these Terms and Conditions, the Bank shall not be obliged to remit funds or deliver property of the Customer to a third party solely on the basis of a telephone and telefax communication, except when the party receiving the funds or property is a subsidiary or affiliate company of the Customer, unless in consideration for such payment or transfer the Bank shall receive value in the form of money, shares, bonds or other property to be held by it to the credit or for the account of the Customer.
- 17.7 If the Bank gives written confirmation of any telephone or telefax communication, the Customer must examine such confirmation and must notify the Bank within 14 days of the day of deemed receipt of such confirmation under Clause 26.1 these Terms and Conditions of any unauthorized transaction arising from whatever cause, including forgery, forged signature, fraud, lack of authority or negligence of the Customer or any other persons. After such period, the Bank's confirmation will (in the absence of manifest error) be deemed to be correct and conclusive evidence that the transaction is authorized and binding on the Customer. No claim to the contrary by the Customer shall be admissible against the Bank unless (i) the unauthorized transaction was by any third party and the Bank failed to exercise reasonable skill and care in respect of it or (ii) any unauthorized transaction arose from the wilful default or negligence of the Bank or any of its employees, agents or servants.
- 17.8 If the Customer decides to take advantage of the ability to give instructions to the Bank by telephone or telefax, the provisions of this Clause 17 shall apply in respect of such instructions until written notice of cancellation is received by the Bank from the Customer, or any one of them in the case of a joint account.

## **18. DEPOSITED PROPERTY**

If the Customer deposits with the Bank or its nominee precious metals, share certificates, documents of title or any other property (the "Deposited Property") the Bank will act as custodian thereof and keep it with the same care as it keeps similar property belonging to it. Subject only to this, Deposited Property will be placed with the Bank at the risk of the Customer and unless otherwise agreed in respect of specific items, the Bank shall not be obliged to monitor and inform, or exercise on behalf of the Customer any rights whatsoever attached or relating to the Deposited Property and shall have no duty to advise the Customer of any variation in the value thereof.

## **19. CHANGE OF CUSTOMER'S INFORMATION**

The Customer shall immediately notify the Bank in writing of any change in the Customer's personal particulars, address, telephone or facsimile number and any other details relating to the Customer or its Account(s). Such changes shall not be effective until duly entered in the Bank's records.

## **20. CERTIFICATE CONCLUSIVE**

For all purposes, including any legal proceedings, a certificate by an authorized signatory of the Bank as to



the sums and liabilities for the time being due or incurred to the Bank by the Customer shall, in the absence of manifest error or fraud or negligence of the Bank, be conclusive evidence thereof against the Customer.

## **21. SUSPENSE ACCOUNT**

The Customer acknowledges and agrees that the Bank may place and keep any money received in connection with any Account(s) to the credit of a suspense account on such terms and for such period as the Bank may think fit.

## **22. DISCLOSURE OF INFORMATION**

22.1 The Bank is authorized, if it so wishes, to obtain references in respect of the Customer from any person, including (if the Customer is an individual) an employer, and to obtain credit reports on the Customer, when considering whether to open an Account, to continue it, or to revise the facilities offered pursuant to it. The Bank shall not approach any proposed referee for the Customer unless the Customer has first confirmed to the Bank that the Customer has obtained the consent of such referee for his name to be used.

22.2 The Customer authorizes the Bank to disclose any information regarding the Customer's banking relationship with the Bank and any Account to :

- (a) any branch office of the Bank and any Bank Group Member anywhere in the world, any of the Bank Group Member's subsidiaries or affiliates or their agents engaged to provide services to them in their normal course of business;
- (b) other banks, financial institutions, consumer credit grantors, credit bureaux, credit and payment card companies, debt collection agencies, credit reference agencies, governmental (wherever situate) and other regulatory authorities (wherever situate);
- (c) any actual or proposed transferee, assignee or successor of all or any part of the assets or business of the Bank.

It is agreed that such disclosure shall not constitute violation of the Bank's obligations of confidentiality.

22.3 Without prejudice to Clause 22.2, the Customer (if an individual) agrees to be bound by the Bank's Circular to Customers relating to the Personal Data (Privacy) Ordinance ("Circular") and to the use of personal data about him in the manner specified in the Circular, and agrees that the provisions of the Circular shall apply generally to the Bank's treatment of personal data about him. If the Customer is not an individual it shall ensure that all individual agents and staff members who in the course of their dealings with the Bank with respect to the operation and maintenance of the Customer's Accounts are or may be obliged to provide their personal data to the Bank have read, understood and agreed to the Circular.

## **23. JOINT ACCOUNTS**

If the Customer is constituted by more than one person :

- (a) the obligations and liabilities of those persons to the Bank in connection with any Account shall be joint and several;
- (b) the Bank shall be entitled to act upon any request or instructions received from one or more such persons if such request or instruction is in accordance with the authorized signing arrangement established pursuant to the Customer's mandate;
- (c) subject to paragraph (d) below, the Customer authorizes the Bank to hold on the death of any of the persons constituting the Customer any credit balance in any Account and the securities and property of any description held in joint names to the order of the survivor(s) or the executors or administrators of the last survivor of the Customer subject to any claim or objection on the part of the Estate Duty Commissioner or any other competent authority, but without prejudice to (i) any right the Bank may have in respect of such balance, securities or property arising out of any mortgage, lien, charge, pledge, right of set-off, counterclaim or otherwise and (ii) any legal proceedings which the Bank may see fit to take in view of any claim by any person other than the survivor(s) or the executors or administrators of



the last survivor of the Customer PROVIDED HOWEVER that the Bank may on the death of one or more of the persons constituting the Customer freeze all or any of such persons' Accounts with the Bank and/or any of their securities, properties, deeds or documents deposited with the Bank and hold the same to the order of the survivor(s) only after the relevant probate/letters of administration/certificate of exemption from estate duty shall have been granted and lodged with the Bank;

- (d) if any one or more of the persons constituting the Customer dies, any request or instruction issued by the Customer which is in accordance with the authorized signing arrangements and received and acted on by the Bank before notice in writing of such death shall have been received by the Bank shall be binding upon the Customer and each of the persons constituting the Customer and their respective executors, administrators, successors and all other persons claiming from or under the Bank; upon receipt by the Bank of notice in writing of such death, the provisions of Clause 23(c) shall apply;
- (e) the Bank may at any time, apply all or part of the funds standing to the credit of any other Account (whether a joint account or an individual account) in the name of any person constituting the Customer with the Bank in or towards discharging any liabilities of any such person to the Bank;
- (f) the Bank shall be entitled to deal separately with any person constituting the Customer on any matter, including the discharge of any liability to any extent without affecting the liability of any other such person;
- (g) in the absence of written instructions to the contrary, if an Account is maintained in joint names, each person constituting the Customer shall be entitled to operate and authorize closure of the Account individually and independently from the other(s); if, prior to acting on instructions received from one such person, the Bank receives contradictory instructions from another such person, it shall act thereafter only on the instructions of all persons constituting the Customer;
- (h) any notice to any one person constituting the Customer will be deemed effective notification to all such persons;
- (i) references to the Customer shall be construed, as the context requires, to any or all such persons.

## **24. RESPONSIBLE USE OF SERVICES**

The Customer will use the Bank's services responsibly. In giving instructions to the Bank to make payments or effect transactions, the Customer agrees to take reasonably practicable steps to safeguard the Customer's own interest, money and assets from fraud or other illegal activities. One of these steps for the Customer before giving instructions to the Bank, is to use the information or tool made available to the public by the law enforcement agencies, governmental or regulatory authorities to check whether the party receiving payment from or transacting with the Customer is real and credible. Such information or tool includes Scameter made available by Hong Kong Police Force. Given the quantity of payment instructions received by the Bank from customers, it is not feasible in practice for the Bank to conduct the check for the customers before processing their payment instructions. It is therefore the duty of the Customer (and not the Bank) to check before giving instructions to the Bank.

## **25. DEBT COLLECTION**

If the Customer fails to pay any sum due to the Bank, the Bank may appoint a debt collection agency to collect it. The Customer shall indemnify the Bank against all fees and expenses reasonably and properly incurred by the Bank, including legal fees and debt collection agents' fees, in connection with demanding, collecting or suing to recover any sum payable by the Customer or other remedies resulting from the breach of any of these Terms and Conditions or any other agreement with the Bank. The Bank shall comply in all respects with the Code of Banking Practice in force from time to time in relation to collection of debts.

## **26. NOTICES**

- 26.1 Without prejudice to any other provisions of these Terms and Conditions, any notice issued by the Bank shall be deemed to have been validly served if addressed to the Customer at the address for notices notified to the Bank in writing by the Customer from time to time or which appears in the Bank's records as the Customer's last known address. Any notice delivered personally shall be deemed to have been validly served at time of delivery. Any notice dispatched by letter postage prepaid shall be deemed to have been validly served



immediately after posting, its return by the post office notwithstanding. Any notice sent by telex or by telefax shall be deemed to have been validly served at the time of transmission.

- 26.2 Any notice to the Bank shall be in writing and duly signed by or on behalf of the Customer using the specimen signature(s) in its current mandate and/or such other documents prescribed by the Bank and for the time being in effect in respect of the relevant Accounts. Notices from the Customers shall be addressed and delivered to the Bank at its principal place of business or such other offices or branches in Hong Kong for the time being selected by the Bank and notified to the Customer and shall be deemed to have been received only upon actual receipt by the Bank.

## 27. BUSINESS HOURS

The business hours of the Bank may be extended or otherwise revised by the Bank in accordance with its business requirements. A notice posted in its branch offices shall constitute written notice to the Customer of such change. All business transacted within the extended or revised period shall be considered as having been transacted during normal business hours in the ordinary course of business.

## 28. AMENDMENTS

The Bank may amend these Terms and Conditions at any time, subject to giving the Customer 30 days' prior notice (unless such amendment is not within the Bank's control) of the relevant amendment. If the Bank, in its reasonable opinion, considers that it is not practicable to notify the Customer by written notice, notice under this clause shall be deemed to be duly given to the Customer by displaying such notice at its branch offices for 30 consecutive days.

## 29. MISCELLANEOUS

- 29.1 All transactions in relation to Accounts or otherwise with the Bank (whether or not also governed by these Terms and Conditions) shall be effected by means of the applicable transaction forms provided by the Bank for such purpose or in such other manner as the Bank may reasonably require. The Customer shall be deemed to be bound by terms and conditions imposed by the Bank in respect of such transactions whether appearing on relevant forms or not and whether or not the relevant forms or other documents required by the Bank are completed and/or signed by the Customer.
- 29.2 Without prejudice to any other provision of these Terms and Conditions, the Bank shall be entitled to charge reasonable service and handling fees and charges in respect of all banking services provided to the Customer and functions carried out for the Customer during the course of its banking relationship with the Customer. Details of these fees and charges are available on request and are displayed at all branch offices of the Bank.
- 29.3 Unless the context otherwise requires, references to the Customer shall, if the Customer is a sole proprietorship, include the sole proprietor and his successors in the business and, if the Customer is a partnership, include all the partners from time to time of the partnership and the successors to such partnership business. These Terms and Conditions shall be binding on the Customer and the Customer's successors notwithstanding any change in the constitution of the Customer or any such successors and, without limiting the foregoing, shall not be terminated or affected by the death or retirement of any parties or by any other change in the composition of any firm as aforesaid.
- 29.4 Any forbearance or delay by the Bank in exercising any right or remedy shall not be deemed to be a waiver of such right or remedy, and any single or partial exercise of any right or remedy shall not preclude further exercise thereof. No course of dealing between the Customer and the Bank nor any waiver in any one or more instances shall be deemed a waiver in any other instance. The Bank's rights and remedies shall continue in full force and effect until they are specifically amended or waived in writing by the Bank.
- 29.5 Any provision in these Terms and Conditions which is invalid shall be ineffective only to the extent of such invalidity and shall not affect the validity of the remaining Terms and Conditions.





永豐銀行

Bank SinoPac

Incorporated in Taiwan with Limited Liability

### **30. ASSIGNMENT**

- 30.1 These Terms and Conditions are for the benefit of the Bank and its successors and assignees, notwithstanding any change by way of merger, amalgamation, consolidation or otherwise in the constitution of the Bank or any such successors or assignees. The Customer confirms and agrees, in advance, that the Bank may assign or otherwise transfer any of its (i) rights and/or (ii) obligations under these Terms and Conditions and any related transactions and/or in or under any securities, deeds, documents and properties over which it has a security interest and may deliver the same to the successor(s), assignee(s) or transferee(s), who shall become vested with all the rights and/or obligations formerly vested in the Bank. The Bank shall be released from any liability in respect of those rights and/or obligations.
- 30.2 The Customer shall not assign or transfer any of its rights under these Terms and Conditions or any contracts or transactions effected under them.

### **31. CONFLICT**

If there shall be any conflict between these Terms and Conditions and any other terms and conditions governing services, facilities and products of the Bank and general descriptive information about the Bank's services which specifically concern the Code of Banking Practice endorsed by the Hong Kong Monetary Authority (as amended from time to time), these Terms and Conditions shall prevail.

### **32. GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and the parties agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection with any suit, action or proceeding arising out of or in connection with these Terms and Conditions.

In the event of there being any difference between the English and Chinese versions of these Terms and Conditions, the English version shall prevail for all purposes