

**Account Opening
Terms and Conditions
&
Related Information**

開戶條款及相關資料

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To : China CITIC Bank International Limited

In consideration of China CITIC Bank International Limited (中信銀行(國際)有限公司) (the "Bank") agreeing to provide and/or continue to provide its services and facilities to me/us, I and each of us agree to be bound by the following General Terms and Conditions:-

1. Application and Service

- 1.1 These General Terms and Conditions shall, unless otherwise determined by the Bank or stated in the applicable Specific Terms and Conditions, apply to all services and facilities provided or offered by the Bank to me/us from time to time.
- 1.2 The Bank will from time to time offer a wide range of services and facilities to its customers (each of such services or facilities is called a "Service"). Each of the Services will be provided by the Bank subject to these General Terms and Conditions, a set of the Bank's further terms and conditions (the "Specific Terms and Conditions") and/or such other terms and conditions as the Bank may notify me/us from time to time. I/We may apply to the Bank for any one or more of the Services in writing, by telephone or such other means as may be acceptable to the Bank. The Bank shall have the sole discretion in deciding whether to provide any of the Services to me/us. I/We undertake to obtain from the Bank the Specific Terms and Conditions applicable to the relevant Service before applying for the same. I/We also undertake not to utilize any of the Services unless and until I/we have received, read, fully understood and agreed to the applicable Specific Terms and Conditions. I/We will be deemed to have received and agreed to the applicable Specific Terms and Conditions if I/we utilize the relevant Service.
- 1.3 These General Terms and Conditions together with the applicable Specific Terms and Conditions supersede all the previous agreements between me/us and the Bank in respect of the relevant Service. This applies to Services applied for in my/our sole name and, subject to the agreement to be bound by these General Terms and Conditions by the other joint account holders or partners (as the case may be), in the joint names of myself/ourselves and other persons or in the name of a partnership of which I am/we are partner(s) or some of the partners. For the avoidance of doubt, utilization of any Service by me/us will be subject to these General Terms and Conditions and the applicable Specific Terms and Conditions.
- 1.4 The Service may be applied for by me/us in my/our sole name, in the joint names of myself/ourselves and other persons or in the name of a partnership of which I am/we are partner(s) or some of the partner(s). Whether or not I/we have signed the relevant application form or mandate with my/our other joint account holders or partners, I/we agree to be jointly and severally liable for all agreements, obligations, powers, authorities and liabilities with my/our other joint account holders or partners in respect of such Service.
- 1.5 Documents submitted to the Bank in connection with my/our application for any Service will not be returned.
- 1.6 In the event of conflict between these General Terms and Conditions and any of the Specific Terms and Conditions, the Specific Terms and Conditions will prevail in respect of the applicable Service.
- 1.7 The Bank shall be entitled from time to time to impose any limit whether in transaction amount, operating procedures or otherwise on the use of any Service and such limit shall be determined by the Bank at its discretion.

2. Instruction

- 2.1 I/We agree that the Bank may rely upon and act in accordance with instructions given to the Bank in connection with any Service offered to me/us or any of my/our accounts maintained by me/us with the Bank in the following manner:
- (a) Instructions in writing signed by me/us or such number of authorized signatories appointed under the mandate for account operation or any letter of authority of any of the relevant accounts to which the instruction relates (each an "Authorized Signatory" and collectively the "Authorized Signatories"), or if the instruction does not relate to any account, signed by me/us or such number of Authorized Signatories appointed under the mandate for account operation or any letter of authority of any of my/our accounts, in each case with such signature specified in the mandate for account operation or any letter of authority of any account maintained by the Bank (including the relevant accounts) in original or, if approved by the Bank, sent to the Bank by fax provided that the Bank may, but is not obliged to, refuse to rely upon and act in accordance with an instruction signed by any Authorized Signatory with a signature different from that as specified in the mandate for account operation or any letter of authority of any of the relevant accounts to which the instruction relates;
 - (b) Instructions, if approved by the Bank, given to the Bank by telephone, through the Internet, other electronic means or other means as approved by the Bank if the person giving the instruction can (i) quote the account number of the account(s) to which the instruction relates, or if it does not relate to any account, the account number of any of my/our accounts; (ii) if required by the Bank, quote the personal identification number assigned by the Bank to me/us or any of the Authorized Signatories of the relevant account (each a "PIN"); (iii) if required by the Bank, produce such digital certificate of myself/ourselves or of any of the Authorized Signatories acceptable to the Bank;

and (iv) produce or quote such other information as may be requested by the Bank, notwithstanding that the mandate for the relevant account may provide for account operation by more than one person.
- 2.2 The instructions referred to in paragraph 2.1 above include but are not limited to the application for any Service and the operation thereof, the honouring of any cheque, draft, order to pay, bill of exchange and promissory note, the issuance of any letter of credit, guarantee, indemnity or counter-indemnity, the discounting of any bill endorsed on my/ our behalf, the purchase or sale of or other dealings in securities, foreign exchange, interest rate transaction or investment, the order to withdraw any or all money on any of my/our accounts or to deliver or deal with any securities, deeds or other property whatsoever from time to time in the Bank's possession for my/our account.
- 2.3 The Bank may refuse to accept any instruction upon such grounds as it deems fit.
- 2.4 Without prejudice to paragraph 2.3 above, the Bank shall not be liable for any consequence arising out of its failure or delay in the execution of instructions referred to in paragraph 2.1 above owing to insufficient funds and/or credit facilities in my/our account; provided that if the Bank shall at its discretion decide to execute the instructions notwithstanding such insufficiency, the Bank may do so without seeking prior approval from or notice to me/us and I/we shall be responsible for the resulting overdraft, advance, credit and all charges thereby created and incurred with interest thereon at a rate determined by the Bank at its discretion.
- 2.5 I/We undertake to: (a) keep and procure each Authorized Signatory to keep his PIN secret and his digital certificate safe and if I/we and each of the Authorized Signatories act in good faith and is diligent in safeguarding his PIN and digital certificate, I/we shall not be

liable to the Bank for any unauthorized transactions made pursuant to instructions given through the Internet or electronic means; (b) inform the Bank as soon as reasonably practicable if I/we know or suspect that, any unauthorized person knows my/our PIN or the PIN of any of the Authorized Signatories or that unauthorized transactions have been effected and if I/we fail to do so I/we shall be liable for any unauthorized transactions made; and (c) be liable for all losses if I/we or any Authorized Signatory acts fraudulently or with gross negligence including failing to properly safeguard my/our PIN or the PIN of any of the Authorized Signatory. However, I/we shall not be liable for indirect, special or consequential loss or damages.

- 2.6 Subject to paragraph 2.5 above, I/we shall not be responsible for any unauthorized transaction effected pursuant to any instruction given through automated telephone systems, the Internet or electronic means caused by: (a) a computer crime not prevented by the security system of the Bank; (b) a human or system error caused by the Bank resulting in an improper transaction leading to lost or misplaced funds; or (c) a missed or mis-directed payment caused by the Bank. I/We shall be entitled to reimbursement from the Bank for interest or late penalties incurred by me/us for missed payments attributable to the foregoing causes (a), (b) and (c).
- 2.7 In respect of instructions other than given through automated telephone systems, the Internet or other electronic means approved by the Bank, I/we shall, in the absence of negligence or wilful default on the part of the Bank, hold the Bank harmless and indemnify the Bank against all actions, proceedings, demands, claims, liabilities, damages, losses, reasonable costs and expenses howsoever arising, directly or indirectly, out of transactions effected in accordance with any instruction referred to in paragraph 2.1 above, or the Bank's failure to execute any such instruction or enforcement of the Bank's rights under this paragraph. This indemnity shall continue notwithstanding any termination of my/our account or these General Terms and Conditions or any Specific Terms and Conditions.
- 2.8 If any instruction is to be given through the Internet or other electronic means or if access to any Service may be gained through the Internet or other electronic means, I/we warrant to the Bank as follows:
- (a) I/we and my/our Authorized Signatories will not gain access to any Service in any country or jurisdiction where the offering of the same by the Bank is not lawful or where these General Terms and Conditions or the applicable Specific Terms and Conditions may not be enforceable by the Bank against me/us;
 - (b) I/we and my/our Authorized Signatories will not, and will not attempt to, reverse engineer, decompose, disassemble or otherwise tamper with any software relating to any Service;
 - (c) I/we and my/our Authorized Signatories will ensure that the browser cache memory will be cleared as soon as I/we sign off each time after having gained access to any Service through use of computer and I/we will exit the browser immediately after each use of any Service through use of computer.
- 2.9 The Bank may record my/our telephone conversations with the Bank made in the course of business.
- 2.10 If the Bank shall provide any software, computer system, user guide or other facilities to me/us to facilitate me/us in the giving of instructions to the Bank, I/we will exercise all reasonable care in their use and shall return them to the Bank immediately upon its request. I/We understand that the Bank makes no representation or warranty of any kind, express or implied, with respect to these facilities and their use. These facilities shall remain the property of the Bank or its supplier at all times.

- 2.11 Any transaction effected pursuant to an instruction given to the Bank may be considered concluded only if the Bank has confirmed the same to me/us.
- 2.12 The Bank may accept the digital signature of myself/ourselves or any of the Authorized Signatories supported by a digital certificate tendered to the Bank issued by such certification authority as may be acceptable to the Bank. The Bank is entitled to treat such digital signature as the manual signature of the relevant person.
- 2.13 The Bank may presume the correctness of the information contained in a digital certificate tendered by me/us or any of the Authorized Signatories if the relevant digital certificate was published in a repository.
- 2.14 I/We understand due to unpredictable traffic congestion, openness and public nature of the Internet and other reasons, the Internet may not be a reliable medium of communication and that such unreliability is beyond the control of the Bank. This may subject transactions to delays in transmission, incorrect data transmission, delays in execution or execution of instructions at prices different from those prevailing at the time instructions were given, misunderstanding and errors in any communication between the Bank and me/us, transmission blackouts, interruptions and so on.

3. Statements

- 3.1 Unless otherwise determined by the Bank, a consolidated monthly statement of account summarizing the transactions effected through such of the Services utilized by me/us and selected by the Bank during the preceding month will be issued by the Bank as soon as practicable. The Bank will also issue a monthly statement of account summarizing the transactions effected through each Service utilized by me/us which is not covered by the consolidated monthly statement of account (other than Services for which a passbook is provided to me/us, Services with no transaction having been effected since the date of the last statement of account, accounts with the balance as at the end of the relevant month being less than such amount as may be notified by the Bank from time to time and loan accounts) during the preceding month will be issued by the Bank as soon as practicable. Monthly statements of account will be sent to me/us by mail, electronic means or such other means as the Bank may determine from time to time.
- 3.2 I/We undertake to verify the correctness of each statement of account and transaction confirmation received from the Bank within ninety (90) days from the receipt thereof of any discrepancies, omissions or debits wrongly made to or inaccuracies or incorrect entries in the Bank's record of transaction, statement of account and transaction confirmation as so stated. At the end of the ninety (90) day period commencing from the date of the relevant statement of account or transaction confirmation, the Bank's record of transactions and the details of the transactions as set out in such statement of account or transaction confirmation shall be conclusive evidence without any further proof that the Bank's record of transaction and the details in such statements of account or transaction confirmation are correct except as to any alleged errors so notified.
- 3.3 Notwithstanding anything aforesaid, the Bank shall be entitled to revise any statement of account or transaction confirmation previously sent to me/us to correct any details contained therein which have been wrongly or mistakenly made by the Bank. I/We agree that paragraph 3.2 above shall also apply to such revised statements of account or transaction confirmation.
- 3.4 Except as provided above and notwithstanding anything to the contrary in these General Terms and Conditions, the Bank shall be free from all claims in respect of the details of the transactions as set out in the statements of account notwithstanding any incorrectness of the details of the transactions as set out in the statements of account.

4. Customer Data

- 4.1 I/We agree that the data, documentation or certification concerning myself/ourselves, my/our beneficiaries and third parties for whom I/we are acting as agent requested by the Bank from time to time is required in order for the Bank to provide services to me/us and I/we agree to provide such data, documentation or certification as requested by the Bank. If I/we fail to provide the same to the Bank, the Bank may not be able to provide any service or facility to me/us and the Bank may close, transfer or suspend any service or facility. I/We may always contact the Data Protection Officer of the Bank to gain access to and request correction or amendment to such data.
- 4.2 I/We agree that the data, documentation or certification requested by the Bank referred to in paragraph 4.1 above, together with my/our other data obtained by the Bank from time to time and other data, documentation or certification that the Bank or any member of the Bank's group of companies may require in respect third parties, including but not limited to my/our personal and account information or records, may be disclosed to members of the Bank's group of companies, and may be disclosed by the Bank or any member of the Bank's group of companies to third parties including but not limited to any person, government body, agency or regulator, whether or not established under laws of the Hong Kong Special Administrative Region ("Hong Kong"), as required under any Foreign Law Requirement (as defined below).

"Foreign Law Requirement" means any obligation imposed on the Bank pursuant to any future or present (i) foreign laws (including foreign laws in respect of which the Bank reasonably considers itself bound and including any laws or regulations of the People's Republic of China); (ii) Hong Kong laws that implement Hong Kong's obligations under an agreement with a foreign government or regulator; (iii) under agreements entered into between the Bank and a foreign government or regulator; or (iv) guidelines or guidance issued by any legal, regulatory, government, tax or law enforcement body within or outside of Hong Kong in respect of (i) to (iii). For the avoidance of doubt, this definition includes any obligation or requirement applying to the Bank pursuant to FATCA (as defined below) and as amended, superseded or introduced from time to time.

"FATCA" means (i) sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended) or any amendment or successor version thereof (the "USIRC"); (ii) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with the USIRC including as entered into by the government of Hong Kong; (iii) agreements between the Bank or any member of the Bank's group of companies and the United States of America ("US"), US Internal Revenue Services or other regulator or government agency pursuant to or in connection with the USIRC; and (iv) any laws, rules, regulations, interpretations, guidelines, guidance or practices adopted in the US, Hong Kong or elsewhere pursuant to any of the foregoing.

- 4.3 Pursuant to paragraph 4.2 above, any such person or entity may use such data for such purposes as are respectively set out in the "Notice of Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data" of China CITIC Bank International Limited from time to time.
- 4.4 (Applicable where the customer is an individual or consists of individuals) I/We may at any time in accordance with the Personal Data (Privacy) Ordinance (a) check whether the Bank holds data about me/us and have access to such data upon paying such fees as may be imposed by the Bank; (b) require the Bank to correct any data relating to me/us which is inaccurate; (c) ascertain the Bank's policies and practices in relation to personal data; (d) request the Bank to inform me/us of the items of data which are routinely disclosed to a credit reference agency and in the event of default to a debt collection agency; (e) request the Bank to provide me/us with further information to enable the making of an access and

correction request to the relevant credit reference agency or debt collection agency; and (f) require the Bank to cease using my/our personal data for its marketing purposes without charge.

- 4.5 I/We agree that the Bank may provide to any person who has given or who proposes to give a guarantee or a third party security to secure any of my/our liabilities with a copy or summary of the contract evidencing the obligations to be guaranteed or secured, copies of any formal demand for overdue payment sent to me/us, my/our statements of account and such of my/our other data as the Bank may deem fit.
- 4.6 I/We hereby warrant that I/we will obtain the prior consent of my/our referees and any other third party whose personal data you disclose as required under this clause 4 before giving their names and other personal data to the Bank.
- 4.7 I/We hereby warrant that all information provided by me/us to the Bank is provided voluntarily and that such information is true, correct and complete in all respects.
- 4.8 I/We undertake to notify the Bank in writing promptly (and in any event within 30 calendar days of the relevant change) of any change of address or contact telephone number or other personal particulars recorded with the Bank including information about persons referred to in clause 4.2.
- 4.9 I/We waive any claims to confidentiality in respect of data or information disclosed for the purpose of the Bank exercising its rights under this clause 4.

5. Consent to deduct, withhold and block

- 5.1 I/We acknowledge and agree that notwithstanding any other provision of these General Terms and Conditions or any Specific Terms and Conditions, any payments by the Bank under General Terms and Conditions or any Specific Terms and Conditions, will be subject to withholding and deduction as required under Foreign Law Requirements. Any amount withheld under this paragraph 5.1 may be held in whatever account or in whatever manner determined by the Bank at its sole discretion.
- 5.2 The Bank will not be liable for any gross up, loss or damage suffered as a result of exercising its rights under paragraph 5.1.
- 5.3 I/We acknowledge and agree that any transaction, payment or instruction may be delayed, blocked, transferred or terminated where required for the Bank to meet its legal obligations including those under any Foreign Law Requirement.

6. Right of Set-Off and Appropriation

- 6.1 I/We agree that in addition to any general lien or similar right to which the Bank may be entitled at law, the Bank may at any time without prior notice, combine or consolidate any or all of my/our accounts (wherever situate) with my/our liabilities and, in case where we are a corporation, the liabilities of any member of our group of companies to the Bank or any of its branches, sub-branches or subsidiaries and set off or transfer any sum or sums standing to the credit of any of my/our accounts in or towards satisfaction of the aforesaid liabilities to the Bank, whether such liabilities be primary, collateral, several, joint or in other currencies. Further, in so far as my/our liabilities to the Bank are contingent or future, the Bank's liability to me/us to make payment of any sum or sums standing to the credit of any of my/our accounts shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event. For this purpose and any other purpose where this term is used in these General Terms and Conditions, the expressions "group of companies" and "subsidiary" bear the same meaning ascribed to it in Companies Ordinance.

- 6.2 The Bank shall have the right to appropriate either at the time of payment or at any time thereafter any money paid to the Bank or otherwise coming into the Bank's possession or control for my/our account in or towards discharging whichever part of my/our liabilities to the Bank as the Bank shall think fit. Any such appropriation shall override any purported appropriation by me/us.

7. Investment Information

- 7.1 I/We fully understand that any transaction effected by me/us through use of any Service shall be made ultimately upon exercise of my/our own judgment and at my/our own discretion notwithstanding any information, suggestion or documents the Bank may have provided to me/us.
- 7.2 I/We request the Bank to contact me/us on investment opportunities which the Bank believes may be of interest to me/us. However, I/we understand that the Bank is not obliged to provide me/us with any financial, market or investment information, suggestion or recommendation, but if it does so, it does not act as an investment adviser.
- 7.3 Any information, suggestion or recommendation communicated to me/us by the Bank are based on information obtained from sources believed by the Bank to be reliable, are for my/our own use and consideration only and will not constitute an offer to sell any investment to me/us.
- 7.4 I/We agree that in the absence of negligence on the part of the Bank, the Bank will not be liable for any inaccuracy or incompleteness of any information provided by the Bank or the performance or outcome of any transactions effected by me/us after receipt of such information.
- 7.5 Any exchange rate, interest rate, price of securities or other similar information quoted to me/us is for my/our reference only and shall not be binding on the Bank unless confirmed by the Bank for a transaction.

8. Fees and Charges

- 8.1 The Bank may impose fees or charges for providing any service. Such fees and charges are detailed in the Bank's schedule of charges published from time to time and displayed at the Bank's premises. The schedule will be provided to me/us upon request. The Bank may revise the fees and charges applicable to any Service utilized by me/us at its discretion upon prior notice to me/us. Charges not set out in the schedule will be advised when the Services for which the charges are imposed are applied for by me/us or upon my/our request. The Bank may debit fees and charges to any of my/our accounts.
- 8.2 The Bank may impose service charges if:-
- (a) the balance on any of my/our accounts is below such minimum balance requirement for the time being specified by the Bank;
 - (b) the average aggregate daily credit balance of any of my/our accounts with the Bank (as determined by the Bank) in any time period specified by the Bank is below the amount for the time period stipulated by the Bank for such purpose; or
 - (c) no transaction has been effected through any of my/our accounts (other than interest payment or payment of any fees or charges) for a continuous period as specified by the Bank for the time being, irrespective of the amount of the balance on such account.
- 8.3 The Bank may impose such penalty or other charges in accordance with the schedule of charges published from time to time by the Bank if I/we overdraw my/our accounts.

- 8.4 The Bank reserves the right to levy deposit charges on all accounts in accordance with any rules of any regulatory bodies of the Bank as the same may from time to time be in force.
- 8.5 The Bank may include its fees or charges in the price or rate for the investment quoted by the Bank to me/us or transact for me/us and retain such fees or charges for its own benefit. The Bank may accept rebates, fees and other forms of payment from any person in respect of any transaction effected for me/us and retain the same for its own benefit.
- 8.6 I/We will reimburse the Bank of all its reasonable costs and expenses (including reasonable legal costs) incurred by it in connection with the enforcement of its rights under these General Terms and Conditions or any Specific Terms and Conditions.

9. Deposits and Withdrawals

- 9.1 All cheques and other monetary instruments are accepted for my/our account at the discretion of the Bank and are credited subject to their being paid during banking hours of the Bank, unless otherwise permitted at the Bank's discretion. No interest will be paid on any funds credited into any of my/our interest bearing accounts until such funds have been actually received by the Bank during banking hours of the Bank and in the case of credit by way of remittance, receipt of confirmation from the relevant correspondent bank of the remittance by the Bank during banking hours of the Bank (whichever is later). The Bank is entitled to debit its charges, fees and expenses and the value of any items subsequently returned unpaid to my/our account. Funds received by the Bank for my/our account by way of remittance will be credited into my/our account within a reasonable time after receipt of confirmation from the correspondent bank by the Bank.
- 9.2 If any money received by way of remittance or any instructions from any third party in the currency other than the currency of the account specified, the Bank may in its discretion without notice to me/us convert the funds to be credited into the currency of such account at the Bank's prevailing rates of exchange for value on the date when the funds is credited.
- 9.3 All withdrawals or investment may only be made by me/us against sufficient cleared funds in my/our relevant accounts. Any withdrawal or investment made on the assumption that funds will be cleared but not so cleared will be reimbursed by me/us immediately upon the Bank's demand. All cheques or monetary instruments will be purchased or discounted by the Bank on this basis.
- 9.4 Funds are sent entirely at my/our own risk and the Bank shall have no responsibility to me/us for any mutilation, interruption, omission, error, neglect, default, mistake, delay, diminution or unavailability of funds which may occur in the transmission of any message or from its misinterpretation by any wireless telegraphy or telex company or by the Bank or its correspondent, agent or its employee or through any other cause beyond its control.
- 9.5 Withdrawals from any of my/our accounts maintained with the Hong Kong office of the Bank may only be made in Hong Kong although, if the Bank agrees, withdrawal may be made at another branch of the Bank outside Hong Kong.
- 9.6 No payment to the Bank shall discharge any of my/our obligations or liabilities unless and until the Bank shall have received payment in full in the currency in which such obligation or liability was incurred. If an amount due to the Bank from me/us in one currency is received by the Bank in another currency, my/our obligations to the Bank in respect of such amount shall only be discharged to the extent that the Bank may purchase the first currency with the second currency in accordance with normal banking procedures. If the amount of the first currency which may be so purchased (after deducting any costs of exchange and any other related costs) is less than the amount so due, I/we shall indemnify the Bank against the shortfall. If and to the extent that I/we fail to pay any amount denominated in a currency other than Hong Kong dollar on demand, the Bank may in its discretion without notice to

me/us purchase at any time thereafter so much of such currency as the Bank considers necessary or desirable to cover my/our obligations and liabilities in that currency at the then prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing that currency with Hong Kong dollar and I/we hereby agree to indemnify the Bank against the full Hong Kong dollar cost incurred by me/us for such purchase.

10. Joint Accounts and Partnership Accounts

- 10.1 In respect of accounts in the names of or opened by two or more persons, (a) all agreements, obligations, powers, authorities and liabilities of the joint account holders to the Bank in connection with such account shall be joint and several; (b) upon the death of any joint account holder the balance (if any) standing to the credit of such account and any investments and properties of any description held in the joint names of the account holders shall, subject to applicable laws, belong to the survivor(s) thereof. In the event the title of an account bears the names of more than one person, whether such names are stated in a disjunctive, conjunctive or other manner in the title, such account shall be deemed to be an account in the names of or opened by all such persons as joint account holders. Any cheques, instruments of payment or sums expressed to be payable to us or any of us or for any account(s) in our joint names or in the name of any of us may be credited into such joint account(s).
- 10.2 If we are a partnership, (a) the agreements, obligations, powers, authorities and liabilities of each of us shall be joint and several; (b) these General Terms and Conditions and any applicable Specific Terms and Conditions shall continue to bind us notwithstanding any change in our constitution, name or membership by reason of death, bankruptcy, retirement, disability, or admission of new partners or the occurrence of any other event which may dissolve the partnership or otherwise affect our obligations thereunder; (c) upon any partner ceasing to be a member of our partnership by death or otherwise, the Bank may in the absence of written instruction to the contrary from us or any of us or the personal representatives or trustees of any of us treat the surviving or continuing partners or partner or other partners for the time being as having full power to carry on the business of our partnership.

11. Security in favour of third party

- 11.1 I/We agree that I/we shall not, during such time when I/we have any liabilities (present and future, joint or several, direct or indirect, actual or contingent) to the Bank, charge, assign, sell, transfer or create any encumbrance or deal with or grant any third party rights over or against any part of my/our account or any of my/our assets kept by the Bank for my/us or the proceeds thereof.
- 11.2 I/We irrevocably appoint the Bank to be my/our agent, and in my/our name or otherwise on my/our behalf to sign, execute, deliver, perfect and do all instruments, acts and things which may be required or which the Bank shall think fit for carrying out any of my/our obligations under these General Terms and Conditions or any Specific Terms and Conditions and of the security granted thereunder. I/We ratify and confirm and agree to ratify and confirm any instrument, act and thing which such attorney may lawfully execute or do.

12. Limitation of Liability

- 12.1 I/We agree that except in the case of negligence or wilful default and subject to paragraph 2.5 above, the Bank will not be liable for any action or omission to act in connection with any of my/our accounts or any service provided by the Bank including the following:-
- (a) the operation of any of my/our accounts and the provision of any of the Services by the Bank;
 - (b) the availability of any of the Services being restricted or affected by any cause or for

whatever reason;

- (c) the acts, omission, negligence or default of any correspondent, broker, agent, custodian or other parties involved in any transaction;
- (d) the reliance upon any instruction by the Bank in accordance with these General Terms and Conditions which the Bank believes in good faith to be given by me/us or my/our relevant Authorized Signatories notwithstanding any error, misunderstanding, fraud or lack of clarity in the terms of such instructions;
- (e) the diminution or unavailability of funds due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or strike, or other similar causes beyond the Bank's control.

12.2 In no event will the Bank be liable for my/our loss of profit, indirect, special or consequential damages.

13. Indemnity

Without limitation to any other indemnity provided by the me/us to the Bank or any member of the Bank's group of companies under any arrangement or agreement (including but not limited to the General Terms and Conditions and any Specific Terms and Conditions), I/we agree to indemnify the Bank and any member of the Bank's group of companies against any loss or cost it suffers or incurs, including taxes, interest or penalties, as a result of me/us providing misleading or false information or otherwise failing to comply with any requirement under these General Terms and Conditions or any Specific Terms and Conditions. The Bank is entitled to withhold, retain, or deduct such portion from the my/our assets in the possession or control of the Bank or such amount(s) from any of the my/our accounts with the Bank as it determines to be sufficient to cover any amount which may be owed by the me/us under this clause. This indemnity shall continue notwithstanding the termination of the banking relationship between me/us and the Bank.

14. Certificate of Indebtedness

- 14.1 A certificate issued by the Bank stating the amount due and payable by me/us to the Bank, interest rates and exchange rates at any particular time shall be final and conclusive for all purposes including for the purpose of legal proceedings.
- 14.2 Records of my/our dealings with the Bank kept by the Bank (including records contained in computer, microfilm, books and other records of the Bank) shall constitute conclusive evidence unless (a) the Bank has failed to exercise reasonable skill and care in respect of any such computer record, microfilm, books and records, (b) the contents of any such computer records, microfilms, books and records are the result of forgery or fraud of any employee, agent or servant of the Bank or (c) the contents of any such computer records, microfilms, books and records are the result of the wilful default or gross negligence of the Bank or any of its employees, agents or servants.
- 14.3 The Bank may commission a debt collection agency to collect any overdue amount owed by me/us to the Bank.
- 14.4 I/We understand I/we should inform the Bank as soon as possible of any difficulty in repaying my/our outstanding indebtedness to the Bank or servicing any loan over the credit period.

15. Miscellaneous

- 15.1 If any one or more of the provisions contained in these General Terms and Conditions shall be invalid, unlawful or unenforceable in any respect under any applicable law, the validity,

legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

- 15.2 (a) These General Terms and Conditions and any Specific Terms and Conditions shall benefit and be binding on the Bank and me/us, their respective successors and subject to this paragraph 15.2, any permitted assignee or transferee of some or all of the Bank's rights or obligations under this agreement.
- (b) I/We may not assign or transfer all or any of my/our rights or obligations under these General Terms and Conditions or any Specific Terms and Conditions.
- (c) The Bank may transfer all or part of the Bank's rights, benefits and obligations under these General Terms and Conditions and/or any Specific Terms and Conditions and disclose to a potential transferee or any other person proposing to enter into contractual arrangements with the Bank in relation to the same such information about me/us as the Bank may think fit for the purposes of such contractual arrangements.
- 15.3 I/We acknowledge and agree that I am/we are fully responsible for my/our own tax affairs, and that I am/we are solely liable for understanding and complying with any legal, tax, foreign exchange control or regulatory obligations that may apply to me/us in any relevant jurisdictions. I/We confirm that I/we have and will continue to fully comply with all relevant laws and regulations, and will not carry out any transactions, or aid and abet, or facilitate the laundering of any proceeds that links or relates to unlawful activities, including but not limited to tax evasion, drug trafficking, other indictable offence, money laundering or transactions with terrorists, through my/our account(s) with the Bank. I/We understand my/our tax status and transaction activity is subject to screening and monitoring as part of the Bank's anti-money laundering review in compliance with legal and regulatory requirements.
- 15.4 This clause does not apply to Corporate Professional Investors (where the Bank has complied with paragraphs 15.3A and 15.3B of the Code) or Institutional Professional Investors under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission. If the Bank solicits the sale of or recommend any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance ("Applicable Financial Products") to me/us, the Applicable Financial Products must be reasonably suitable for me/us having regard to my/our financial situation, investment experience and investment objectives. No other provision of these General Terms and Conditions, other related Specific Terms and Conditions or any other documents the Bank may ask me/us to sign and no statement the Bank may ask me/us to make derogates from this clause. For the purposes of this clause, "leveraged foreign exchange contracts" refer to those leveraged foreign exchange contracts traded by persons licensed for Type 3 regulated activity.
- 15.5 The Bank's failure or delay in exercising any rights, power or privilege in respect of these General Terms and Conditions or any Specific Terms and Conditions shall not operate as a waiver, nor shall a single or partial exercise, enforcement or waiver of any such rights, power or privilege preclude the Bank's further exercise, enforcement, or the exercise or enforcement of any other right, power of privilege hereunder.
- 15.6 I/We hereby agree at any time and from time to time, at my/our expense, to promptly execute, seal or deliver all further instruments and documents, and take all further actions that may be necessary or that the Bank may request to accomplish the purposes of these General Terms and Conditions or Specific Terms and Conditions.
- 15.7 In the event of any inconsistency between the English version and the Chinese version of these General Terms and Conditions or any Specific Terms and Conditions, the English version shall prevail.

- 15.8 I/We shall provide a list of my/our current partners, directors, secretary or officers (as the case may be) from time to time to the Bank and the Bank may continue to treat the list most recently received as correct.
- 15.9 Nothing here in shall require the Bank to provide or continue any banking facilities or other accommodation or services to me/us. These General Terms and Conditions and any Specific Terms and Conditions may be terminated by the Bank by giving reasonable prior notice to me/us. Termination of these General Terms and Conditions will automatically terminate all Specific Terms and Conditions but termination of any Specific Terms and Conditions will not terminate these General Terms and Conditions or any other Specific Terms and Conditions.
- 15.10 Any release, settlement, assignment, payment or discharge between myself/ourselves and the Bank shall be conditional upon no security, disposition or payment to the Bank in respect of my/our liabilities or obligations or any other person being avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any law relating to dissolution, insolvency, composition or arrangement for the time being in force or for any other reason whatsoever and the Bank shall be entitled to recover from me/us or any other relevant person the value which the Bank placed upon such security or disposition or the amount of such payment as if such release, settlement, assignment, payment or discharge had not occurred.

16. Amendments

- 16.1 The Bank may at any time delete, replace, add or change any term of these General Terms and Conditions or the Specific Terms and Conditions applicable to any Service applied for or utilized by me/us (including any applicable fees or charges) by giving prior notice to me/us in accordance with the requirements of applicable codes and guidelines.
- 16.2 The Bank may at any time introduce any new Service or delete any existing Service. A list of the Services which the Bank may offer to me/us pursuant to these General Terms and Conditions at any particular time and their applicable Specific Terms and Conditions may be obtained from the Bank upon request.

17. Notice

- 17.1 Any notice or instruction from me/us to the Bank shall be irrevocable and ineffective until actually received by the Bank.
- 17.2 Any notice required to be given by the Bank to me/us shall be deemed to have been so given if addressed to me or any one of us at the last known address of the recipient. Any notice delivered by the Bank personally shall be deemed to have been given at the time of delivery. Any notice despatched by the Bank by letter postage prepaid shall be deemed to have been given immediately after posting. Any notice sent by facsimile, by email or otherwise via the internet shall be deemed to have been given at the time of transmission.
- 17.3 I/We will promptly notify the Bank in writing of any change of address to which statements and notices should be sent. Such changes shall not be effective until duly entered in the Bank's records.

18. Rights of Third Parties

Except as otherwise expressly stated in these General Terms and Conditions, no one other than a party to these General Terms and Conditions may enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance, Cap. 623 of the Laws of Hong Kong. Where any clause of these General Terms and Conditions entitles any third party to enforce any term of these General Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance,

the parties reserve the right to vary that term or any other term of these General Terms and Conditions without the consent of that third party.

19. Governing Law and Jurisdiction

- 19.1 Subject to any express provision contained herein or in the relevant Specific Terms and Conditions, these General Terms and Conditions and all Specific Terms and Conditions will be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 19.2 Each transaction or its underlying investment or instrument shall be subject to the laws of the jurisdiction where it is made or located and also the rules, regulations, guidelines, policies and directives of all relevant governmental and other regulatory bodies and agencies.
- 19.3 I/We hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Last Updated in June 2017

致：中信銀行(國際)有限公司

鑒於 China CITIC Bank International Limited (中信銀行(國際)有限公司) (「銀行」) 同意提供及/或繼續提供其服務予本人/吾等，本人及吾等各人同意受下列一般條款所約束：

1. 適用範圍及服務

- 1.1 除非銀行另行決定或適用之特別條款另有列明，否則此等一般條款須適用於銀行不時提供予本人/吾等之所有服務。
- 1.2 銀行將不時向其客戶提供一系列服務(每項服務均稱為「服務」)。每項服務均由銀行按此等一般條款、銀行的進一步條款(「特別條款」)及銀行通知本人/吾等的其他條款提供。本人/吾等可以書面、電話或銀行接納之其他方法申請使用一項或以上之服務。銀行可全權酌情決定是否提供任何服務予本人/吾等。本人/吾等承諾在申請其服務前將向銀行索取一份有關該服務之特別條款。本人/吾等承諾除非及直至本人/吾等已收到、閱讀、完全明白及同意適用之特別條款，否則本人/吾等不會使用任何服務。若本人/吾等使用有關之服務，本人/吾等將被視為已收到及同意適用之特別條款。
- 1.3 此等一般條款連同適用的特別條款取代本人/吾等與銀行間從前就有關服務訂立的所有協定。前述原則適用於所有以本人/吾等名義申請的服務，或在本人/吾等聯名賬戶其他賬戶持有人或本人/吾等其他合夥人的同意下，以本人/吾等與其他人士作為聯名人或以本人/吾等為合夥人的合夥人賬戶名義申請的服務。為免生疑，任何服務的使用均受此等一般條款及適用的特別條款所約束。
- 1.4 申請服務可以本人/吾等之名義、本人/吾等聯同其他人士作為聯名人、或以本人/吾等為合夥人或部份合夥人的合夥人公司名義進行。不論本人/吾等有否聯同其他聯名賬戶持有人或合夥人共同簽署有關申請書或開戶書，本人/吾等同意就有關服務與本人/吾等的其他聯名賬戶持有人或其他合夥人共同及各別地對所有有關協議、義務、權力及債務負責。
- 1.5 就本人/吾等申請任何服務而向銀行遞交之文件將不獲發還。
- 1.6 倘若此等一般條款及任何特別條款在意義上有任何抵觸，須以適用有關服務之特別條款為準。
- 1.7 銀行有權不時就交易金額、操作程式或在其他情況下使用任何服務之細節加上任何限額或限制。銀行有酌情決定權對此等限額作出更改。

2. 指示

- 2.1 本人/吾等同意就有關提供予本人/吾等之任何服務或本人/吾等於銀行維持之任何賬戶，銀行可根據及按照本人/吾等以下列之方式給予銀行之指示行事：
 - (a) 由本人/吾等，或與指示有關之任何賬戶之賬戶操作委託書或任何授權書所指定之授權簽署人(「授權簽署人」)數目，或若指示與任何賬戶無關，則由本人/吾等或本人/吾等之任何賬戶之賬戶操作委託書或任何授權書所指定之授權簽署人數目，

以任何於銀行維持之賬戶 (包括有關賬戶) 之賬戶操作委託書或任何授權書所列明之簽名樣本簽署之書面指示之正本，或若獲得銀行同意，以傳真發送給銀行之書面指示，惟銀行可，但並無義務，拒絕根據及按照由授權簽署人以相異於與指示有關之任何有關賬戶之賬戶操作委託書或任何授權書所指定之簽名樣本簽署之指示行事；

- (b) 若獲得銀行同意可通過電話、互聯網或其他電子媒介發出給予銀行之指示，若發出指示者能夠(i)引述就有關指示之賬戶號碼，或若其與任何賬戶無關，則引述本人/吾等之任何賬戶號碼；(ii)若銀行要求，引述銀行安排予本人/吾等或有關賬戶之授權簽署人之個人鑒別號碼(「私人密碼」)；(iii)若銀行有所要求，出示銀行所接受本人/吾等或任何授權簽署人之數碼證明書；及(iv)出示或引述銀行要求的其他資料，儘管有關賬戶之委託書指明可多於一位人士操作賬戶。

2.2 第 2.1 段所指之指示包括但不限於申請及操作任何服務、承兌任何支票、銀票、付款憑單、匯票及承付票、發出任何信用證、擔保、彌償及反擔保、本人/吾等所背書之任何票據進行貼現、買賣或處理證券、外匯、利率交易或投資、於本人/吾等賬戶提取任何或所有款項、或送交或處理銀行代表本人/吾等賬戶不時保管之任何證券、契據或其他財產。

2.3 銀行可在其認為適當之情況下拒絕接納任何指示。

2.4 在不影響上述第 2.3 段之情況下，銀行並不負責因本人/吾等因賬戶存款不足及/或信貸不足導致未能執行或延遲執行上述第 2.1 段所指之指示所引致之任何後果；但倘若銀行按其酌情決定權決定在本人/吾等賬戶存款不足或信貸不足之情況下仍然執行該項指示，則可無須事先取得本人/吾等批准或通知本人/吾等而予以執行，本人/吾等亦須對因此而產生之透支、貸款、信貸及所有費用負責，並需繳付將依照銀行酌情釐訂之息率計算之利息。

2.5 本人/吾等承諾：(a)確保本人/吾等及每位授權簽署人之私人密碼保持機密及其數碼證明書妥善保管。且若本人/吾等及每位授權簽署人已真誠及慎密地保管該等密碼及數碼證明書，則本人/吾等無須對銀行就任何按照透過互聯網或電子媒介所發出之指示而未經允許之交易負上責任；(b)若本人/吾等得悉或懷疑有任何未獲授權之人士知悉本人/吾等或授權簽署人之私人密碼或有未經允許之交易進行，會盡最快情況下通知銀行，但若本人/吾等未能履行上述責任，則本人/吾等須對一切未經允許的交易負責；及(c)對任何因本人/吾等或任何授權簽署人作出欺詐或嚴重疏忽之行為負上責任，包括未有適當保管本人/吾等或任何授權簽署人之私人密碼而引起的一切損失。惟本人/吾等無須對任何間接、特殊或相應之損失或其他損害負責。

2.6 除上述 2.5 段另有規定外，本人/吾等亦無須對因下列透過自動電話系統、互聯網或電子媒介發出之指示所進行但未經允許之交易負上責任：(a)銀行保安系統未能防止的電腦罪案；(b)由於銀行之人為或系統失誤所引致之不恰當交易而導致資金損失；或(c)由銀行引致的遺漏錯誤支付。本人/吾等有權要求銀行發還本人/吾等因上述(a)、(b)或(c)點原因引致錯誤支付而引起的利息或罰款。

2.7 就有關以透過自動電話系統、互聯網或其他銀行認可之電子系統以外發出的指示，在銀行沒有疏忽或故意過失的情況下，本人/吾等應令銀行不會因執行上述第 2.1 段之任何指示而進行或未能執行之交易而受損。並需賠償銀行有關該等指示或執行本段之權利

直接或間接所引起之一切法律行動、訴訟、賠償、索償、責任、金錢損失、其他損失、合理開支及費用。此項補償責任在本人/吾等之賬戶或此等一般條款或任何特別條款終止後仍然有效。

2.8 若任何指示為通過互聯網或其他電子系統發出，或透過互聯網或其他電子系統使用任何服務，本人/吾等向銀行保證如下：

- (a) 本人/吾等及本人/吾等之授權簽署人不會在任何禁止銀行提供有關服務或對此等一般條款或適用的特別條款沒有法律效用的國家或司法管轄區使用任何服務；
- (b) 本人/吾等及本人/吾等之授權簽署人不會及不會試圖就與任何服務相關的電腦軟體進行還原工程、分拆或其他類形的干擾；
- (c) 本人/吾等及本人/吾等之授權簽署人承諾確保每次通過電腦使用完任何服務後儘快離開瀏覽器、關閉瀏覽器並把瀏覽器的記憶體內之資料清除。

2.9 銀行可將本人/吾等在業務運作中與銀行進行之電話對話錄音。

2.10 若銀行向本人/吾等提供任何軟體、電腦系統、用戶指南或其他設備以方便本人/吾等發出指示予銀行，本人/吾等將謹慎使用，並在銀行要求下即時交還銀行。本人/吾等明白銀行對所有該等設備及其使用並無作出任何類型、明示或隱含之陳示或保證。該等設備於任何時間均屬銀行或其供應商之財產。

2.11 所有就本人/吾等向銀行發出指示所進行之交易，需由銀行向本人/吾等確認後方視為完成交易。

2.12 銀行可接受本人/吾等或任何本人/吾等之授權簽署人向銀行遞交獲銀行認可的核證機關頒發的數碼證書所證明的數碼簽署。銀行可將此數碼簽署視作有關人士的親筆簽名。

2.13 如果有關的數碼證書已在儲存庫內公佈，銀行可假設本人/吾等或任何授權簽署人遞交數碼證書內的資料為正確。

2.14 本人/吾等明白到互聯網可能因為未能預計的擠塞、開放和公開性質和其他原因，導致互聯網未必是可靠之通訊媒介，而這些不可靠性是在銀行可控制範圍之外。這些因素可導致傳送延誤、錯誤資料傳送，延誤執行指示或執行指示和發出指示時的價位偏差，銀行和本人/吾等在通訊上的誤會和錯誤、傳送缺失、阻礙等。

3. 銀行結單

3.1 除非銀行另有決定，銀行將在切實可行的範圍內儘快發出在過去一個月內銀行所選擇本人/吾等使用之服務之交易的綜合賬戶月結單。銀行亦會在切實可行的範圍內儘快發出本人/吾等在過去一個月內所使用過但並非包括在綜合賬戶月結單內之交易的賬戶月結單（銀行存摺提供予本人/吾等之服務、自賬戶最後結單日期後並無進行交易、賬戶在有關月份結尾時之結餘少於銀行不時通知之數目及貸款賬戶之服務則除外）。賬戶的月結單將以郵件、電子媒介或銀行不時決定的其他方法送達予本人/吾等。

3.2 本人/吾等承諾從銀行收到賬戶結單的九十天內核實銀行的賬戶結單及交易記錄所列明的記賬是否存在任何差異、遺漏、錯誤扣款、不準確或不正確之處。在有關賬戶結單或交易記錄日期起九十天期限完結時，除本人/吾等在期限內通知的錯誤外，在該等賬

戶結單或交易記錄所列明的銀行交易記錄及交易詳情將視為確證而無須再取得進一步的證據證明銀行的交易記錄及賬戶結單之詳情為正確。

3.3 儘管以上所述，銀行有權修改先前送交本人/吾等的任何賬戶結單，以更改在其中載有銀行錯誤地或不當地作出的詳情。本人/吾等同意上述第 3.2 段適用於已修改的賬戶結單或交易記錄。

3.4 除了以上所述及儘管此等一般條款有任何意義相反的條文，即使賬戶結單所列的買賣詳情有任何不正確之處，銀行均無須對有關賬戶結單所列的買賣詳情的申索負責。

4. 客戶資料

4.1 本人/吾等同意銀行不時要求本人/吾等、本人/吾等的受益人和本人/吾等擔任其代理的第三方提供的資料、文件或證明是銀行提供服務予本人/吾等所需要的，而本人/吾等同意提供銀行要求的有關資料、文件或證明。若本人/吾等未能提供該等資料予銀行，銀行未必能夠為本人/吾等提供有關的服務或貸款，而銀行可取消、轉移或暫停任何服務或貸款。本人/吾等可隨時聯絡銀行的資料保護主任以查閱及要求更改或修改該等資料。

4.2 本人/吾等同意上文第 4.1 段所述的銀行要求的資料、文件或證明，連同銀行不時從本人/吾等取得的任何其他資料，以及銀行或銀行的集團公司的任何成員可能就第三方要求的其他資料、文件或證明 (包括 (但不限於) 本人/吾等的個人和賬戶資訊或記錄) 可按照任何外國法規定 (定義見下文) 所需而披露予銀行集團公司的成員，並可由銀行或銀行的集團公司的任何成員披露予第三方 (包括 (但不限於) 任何人士、政府團體、機構或規管機構 (不論是否在香港特別行政區 (「香港」) 的法律下設立)。

「外國法規定」指根據任何今後或現時的以下各項，向銀行施加的任何義務：(i) 外國法律 (包括銀行合理認為其受約束的外國法律，並包括中華人民共和國的任何法律或規例)；(ii) 落實香港在與外國政府或規管機構的協定下的義務的香港法律；(iii) 銀行與外國政府或規管機構訂立的協定；或 (iv) 在香港境內或境外的任何法律、規管、政府、稅務或執法團體就 (i) 至 (iii) 項頒佈的多項或一項指引。為免存疑，這個定義包含根據 FATCA (定義見下文，以及經不時修訂、取代或頒佈) 適用於銀行的任何義務或規定。

「《海外戶口稅收合規法案》(FATCA)」指：(i) 《1986 年美國國內收入法》(U.S. Internal Revenue Code of 1986) (經修訂) 第 1471 條至 1474 條，或其任何修訂或繼任版本 (「美國國內收入法」)；(ii) 政府與規管機構就美國國內收入法訂立的任何政府間協定、諒解備忘錄、承諾及其他安排 (包括香港政府訂立的任何政府間協定、諒解備忘錄、承諾及其他安排)；(iii) 銀行或銀行集團公司的任何成員與美利堅合眾國 (「美國」)、美國國家稅務局或其他規管機構或政府機構根據或就美國國內收入法訂立的協定；和 (iv) 根據任何前述者在美國、香港或其他地方採納的任何法律、規則、規例、釋義、多項或一項指引或慣例。

4.3 根據上文第 4.2 段，任何有關人士或實體可使用有關資料作中信銀行 (國際) 有限公司不時給予客戶《關於《個人資料 (私隱) 條例》及《個人信貸資料實務守則》致客戶及其他個別人士的通知》中分別所載的有關用途。

4.4 (只適用於個人或包括個人的客戶) 本人/吾等於任何時間均可根據個人資料 (私隱) 條例 (a) 檢查銀行是否持有有關本人/吾等之資料，並支付銀行徵收之費用後取用該等資料；

(b)要求銀行改正有關本人/吾等任何不正確之資料；(c)確定銀行就有關個人資料之政策及常規；(d)要求銀行通知本人/吾等例行程式下披露予信用參考公司及在未能還清債務時披露予收債公司之資料專案；(e)要求銀行提供進一步資料予本人/吾等以讓本人/吾等向有關信用參考公司或收債公司要求取用資料及改正資料；及(f)要求銀行停止使用本人/吾等之個人資料作市場推廣用途而不收取任何費用。

- 4.5 本人/吾等同意銀行可向已發出或建議為保證本人/吾等債務發出擔保書或第三方保證之任何人士提供所保證之責任之合同或合同摘要、向本人/吾等發出的正式催繳逾期付款通知書、本人/吾等賬戶月結單及銀行認為適當的本人/吾等的其他資料。
- 4.6 本人/吾等茲保證在給予銀行本人/吾等諮詢人和閣下按本第4條下所需而披露其個人資料的任何其他第三方之姓名及其他個人資料前將先取得該等人士之同意。
- 4.7 本人/吾等保證本人/吾等向銀行提供的所有資料均自願提供，而有關資料在任何方面均為真實、正確及完整。
- 4.8 本人/吾等承諾適時(而無論如何在有關變更後 30 個曆日內)以書面通知銀行有關在銀行記錄的地址或聯絡電話號碼或其他個人資料(包括關於第 4.2 條所述的人士的資料)的任何變更。
- 4.9 本人/吾等豁免就銀行行使其在本第 4 條下的權利而披露的資料或資訊的任何保密要求。

5. 同意扣減和扣起款項及暫停交易

- 5.1 本人/吾等確認及同意，即使此等一般條款或任何特別條款有任何其他規定，銀行根據一般條款或任何特別條款支付的任何款項，將須按外國法規定下所需而被扣起和扣減。根據第 5.1 段被扣起的任何款項可於銀行按其全權酌情權所決定的戶口或方式持有。
- 5.2 銀行將無須對因銀行行使其於本第 5.1 段項下的權利而蒙受的任何所扣稅項補足、損失或損害賠償承擔責任。
- 5.3 本人/吾等確認及同意，為履行銀行於包括任何外國法規定項下的法律義務而需要的話，銀行可延遲、暫停、轉讓或終止任何交易、付款或指示。

6. 抵銷權及資金運用

- 6.1 本人/吾等同意除了任何一般留置權或在法律下銀行享有的類似權利，銀行可於任何時候在沒有事先通知下將本人/吾等任何或所有賬戶(無論位於何處)與本人/吾等欠付銀行債務(若吾等為一所公司，則與本公司集團、任何分公司或附屬公司欠付銀行之債務)結合或綜合，並將本人/吾等任何賬戶結餘的金額抵銷 或轉移以清償上述欠付銀行不論基本、附屬、各別、共同或以其他貨幣為單位的債務。並且，若某些欠款未到期支付或因某些待發事件尚未需要償還，銀行有權暫停支付相等於欠款額的賬戶存款給本人/吾等，直至欠款到期支付或此待發事件發生為止。就此目的以及在此等一般條款內使用本辭彙的任何其他目的而言，「集團公司」及「附屬公司」二詞就等同公司條例所給予的意思。
- 6.2 銀行有權在支付款項時或其後的任何時間撥用支付予銀行或在其他情況下銀行管有或控制本人/吾等之賬戶以償還本人/吾等銀行認為恰當之債務部份之任何款項。任何該等撥用款項均凌駕本人/吾等任何以往宣稱之款項撥用。

7. 投資資料

- 7.1 管銀行向本人/吾等提供任何資料、建議或文件，然而本人/吾等完全明白本人/吾等通過使用任何服務所進行的任何交易最終按照個人之判斷及酌情決定權所進行。
- 7.2 本人/吾等要求銀行就其認為本人/吾等有興趣之投資機會聯絡本人/吾等。然而，本人/吾等明白銀行無須向本人/吾等提供任何金融、市場或投資資料或建議；即使銀行提供該等資料或建議，並不代表銀行作為投資顧問。
- 7.3 銀行傳達本人/吾等之任何資料或建議均源於銀行認為可靠的資料來源，並只供本人/吾等使用及考慮，而不構成向本人/吾等要約出售。
- 7.4 本人/吾等同意如銀行未有疏忽，銀行無須就銀行提供任何不準確或不全面的資料，或在收到該等資料後本人/吾等進行任何交易的表現或結果而負上責任。
- 7.5 銀行提供本人/吾等有關匯率、利率、股票價格或其他類似的資料只供本人/吾等參考，除非銀行確認交易，銀行不會受此約束。

8. 費用及手續費

- 8.1 銀行可就提供任何服務收取費用或手續費，銀行所收取的費用及手續費將詳列於不時公佈的收費表及展示於銀行分行中。本人/吾等可要求索取收費表。銀行可事先通知本人/吾等按其酌情修訂適用於本人/吾等使用之任何服務之費用及手續費。收費表所列以外的費用將本人/吾等申請該等費用適用的服務時另行通知本人/吾等。本行可在本人/吾等賬戶中扣除該等費用及手續費。
- 8.2 在下列情況下，銀行可收取服務費：
- (a) 本人/吾等任何結餘少於銀行當時訂明的最低結餘額之賬戶；
 - (b) 本人/吾等在銀行訂明的任何期間內，本人/吾等於銀行持有的任何賬戶的每日總平均結餘款額(由銀行確定)低於銀行當時指定的限額。
 - (c) 本人/吾等的任何賬戶連續在銀行當時訂明的期間內沒有進行任何交易(支付利息或繳交任何費用或手續費則除外)，不論賬戶結餘多少。
- 8.3 若本人/吾等透支本人/吾等之賬戶，銀行可按照其不時發佈的收費表徵收罰款或其他收費。
- 8.4 銀行保留根據銀行的監管機構不時所訂定的規則對所有賬戶收取存款費用之權利。
- 8.5 銀行可將其費用或收費包括在銀行向本人/吾等所報或代本人/吾等交易之投資價格或利率內，銀行並可為本身利益保留該筆費用或收費。銀行可就有關替本人/吾等進行任何交易接納回佣，費用及從任何人士取得任何形式的付款，並為了銀行本身利益保留該筆款項。
- 8.6 本人/吾等將彌償銀行就由於與執行此等一般條款或任何特別條款下其權利所招致之所有合理費用及開支(包括合理法律費用)。
- ## **9. 存款及提款**
- 9.1 除非銀行按其酌情決定另行允許，凡存入本人/吾等賬戶的支票及其他票據須由銀行酌

情決定是否接受，支票或票據的入賬須待於銀行辦公時間內兌現後方能作實，除非直至該等款項已由銀行於銀行辦公時間內正式收取及倘若以匯款形式入賬則在銀行於銀行辦公時間內從有關銀行收到匯款確認（以較遲者為準），否則任何存入任何本人/吾等衍生利息之賬戶的款項均不會獲得利息。銀行有權在本人/吾等之賬戶扣除有關的手續費、費用及支出，以及其後不獲兌現而遭退回的票據的價值。銀行以匯款形式就本人/吾等之賬戶收到的款項，將會在銀行收到有關銀行的匯款確認後的合理時間內存入本人/吾等之賬戶。

- 9.2 如經匯款或第三者指示存入款項，而其貨幣不同於所指定存款賬戶的貨幣時，則銀行可有酌情權在無須發出通知予本人/吾等的情況下按照銀行當日的現行匯價將款項兌換為有關賬戶的貨幣。
- 9.3 所有提款或投資只會在本人/吾等有足夠之結算金額於有關賬戶才會進行。若銀行在假設有關賬戶將進行結算但仍未結算的情況下進行，該等提款或投資金額將在銀行要求下由本人/吾等即時彌償銀行。所有銀行購買或貼現的支票或票據均按此進行。
- 9.4 本人/吾等承擔送交款項之全部風險，而銀行對在傳遞任何訊息時或由於任何無線電訊、電報公司、銀行或其通信者代理或其僱員之錯誤理解或銀行控制範圍以外的任何其他因素而可能發生之毀壞、中斷、遺漏、錯誤、疏忽、過失、延誤、款項減值或未能提供款項將不負任何責任。
- 9.5 本人/吾等於銀行之香港分行所維持之賬戶只可在香港提取款項；惟若銀行同意，可於香港以外銀行之其他分行提款。
- 9.6 除非及直至銀行已收到責任或債務之貨幣金額全數，否則任何繳付銀行之款項均不會解除本人/吾等之責任或債務。若本人/吾等欠付銀行為一種貨幣（「第一貨幣」），而銀行所收取的為另一種貨幣（「第二貨幣」），本人/吾等就所履行之責任只會在銀行按照一般銀行程式以第二貨幣購買與該金額相等之第一貨幣；若所購買第一貨幣之金額（在扣除任何兌換費用及其他有關費用後）為少於所欠之金額，本人/吾等必須向銀行彌償有關之差額。若本人/吾等在銀行要求下未能支付兌換為港幣以外的貨幣，銀行可有酌情權在無須發出通知予本人/吾等的情況下於其後任何時間購買銀行認為必須或足以涵蓋按照當時的即期匯率（由銀行確切地決定）以港幣購買該貨幣以支付本人/吾等之義務及債務。本人/吾等茲同意就本人/吾等購買貨幣所招致之費用以港幣全數彌償銀行。

10. 聯名賬戶及合夥人賬戶

- 10.1 就有關兩位或以上人士開立之賬戶，聯名賬戶持有人就有關賬戶與銀行之所有協定、義務、權力及債務均為共同及各別的；在根據適用法律的前提下，在任何聯名賬戶持有人逝世時，該賬戶之結餘（若有任何）及聯名賬戶持有人賬戶持有的任何種類之投資及財產須歸於尚存者所擁有。若任何賬戶之戶名包含超過一位人士之名稱，不論有關人士之名稱以分離的、連結的或其他形式於戶名中出現，該賬戶應被視為有關人士以聯名賬戶形式開立。任何明示予以支付給吾等或吾等任何一人或給予吾等或吾等任何一人名下之任何賬戶的支票、償付工具或款項均可入賬於此聯名賬戶。
- 10.2 倘若吾等為合夥人，吾等各人之協定、責任、權利、權力及債務須為共同及各別；此等一般條款及任何適用的特別條款須對吾等仍有約束力，即使由於合夥人逝世、破產、退休、傷殘或加入新合夥人使吾等之憲章、姓名或會員有任何更改，或發生任何其他

可解散合夥或影響在此條款下吾等之責任的事故；當任何合夥人因為死亡或其他原因終止為吾等夥伴的合夥人，銀行可在沒有收到吾等、吾等任何一人或吾等任何一人的遺產承辦人或信託人否決的指示之情況下，將其他在世或持續的合夥人或其他合夥人視為擁有繼續吾等合夥人之生意的全部權力。

11. 對第三方的保障

- 11.1 本人/吾等同意在按此等一般條款欠付銀行任何債務(現時及將來、共同或各別、直接或間接或實有或有的)的期間，不可抵押、轉讓、出售、轉移，或處置本人/吾等賬戶或銀行代本人/吾等保管任何本人/吾等之資產或其所取得的任何部份的權利，或對其設置任何產權負擔或第三方權益。
- 11.2 本人/吾等不可撤回地委任銀行為本人/吾等之代理，及以本人/吾等之名義或在其他情況下代表本人/吾等簽署、交付、完成及作出所有規定或銀行認為適合履行根據一般條款或任何特別條款下的義務及任何特別條款下給予的保證下之義務之文件、行為及事物。本人/吾等確認及追認，及同意確認及追認委託人合法地簽署或作出的任何文件、行為及事物。

12. 債務之限制

- 12.1 本人/吾等同意除非屬疏忽或故意過失及根據上述第 2.5 段，銀行無須對任何本人/吾等賬戶或銀行提供之任何服務之作為或遺漏作為而負上任何責任，包括下列各項：
- (a) 本人/吾等之賬戶之運作及銀行提供之任何服務；
 - (b) 由於任何原因限制或影響任何服務之提供；
 - (c) 任何通訊者、經紀、代理、託管人或牽涉入任何交易之其他方之作為、遺漏作為、疏忽或過失；
 - (d) 銀行按照此等一般條款依據任何銀行真誠相信為本人/吾等或本人/吾等有關之授權簽署人發出之指示，儘管該等指示有任何錯誤、誤解、詐騙或欠缺清晰；
 - (e) 由於兌換或轉讓之限制、要求、非自願轉讓、戰爭或罷工、或銀行控制範圍以外其他類似原因而引致款額減值或未能動用。
- 12.2 在任何情況下銀行均無須為本人/吾等之利益損失、間接、特別或相應之損害而負上責任。

13. 彌償

在並無限制本人/吾等根據任何安排或協定(包括(但不限於)一般條款和任何特別條款)向銀行或銀行的集團公司的任何成員提供的任何其他彌償的情況下，本人/吾等同意就銀行或銀行的集團公司的任何成員因本人/吾等提供含誤導成分或錯誤的資料，或並無遵守此等一般條款或任何特別條款的任何規定而蒙受或招致的任何損失或成本費用，包括稅項、利息或罰金向銀行或銀行的集團公司的任何成員作出彌償。銀行有權從其管有或控制的本人/吾等的資產或本人/吾等在其開立的任何戶口中，扣起、保留或扣減其釐定為足夠的有關部分或有關金額，以彌補本人/吾等在本條下可能結欠的任何款項。儘管本人/吾等與銀行的銀行業務關係終止，此項彌償將繼續。

14. 負債證明書

- 14.1 由銀行所發出列明本人/吾等到期須支付銀行之金額，利率及於指定時間之匯率之證明書就所有用途包括用於法律程式上均為最終及不可推翻的。
- 14.2 除非(a)銀行未對任何該等電腦記錄、縮微膠捲、賬目及記錄作出合理技能及謹慎處理；(b)任何該等電腦記錄、縮微膠捲、賬目及記錄之內容是由於銀行之任何僱員或代理之偽造或詐騙行為所得出；(c)任何該等電腦記錄、縮微膠捲、賬目及記錄之內容是由於銀行或其任何僱員或代理之故意過失或嚴重疏忽所得出的，否則，由銀行保存有關本人/吾等之交易記錄(包括載有電腦、縮微膠捲、賬目及銀行之其他記錄)須構成不可推翻之證據。
- 14.3 銀行可委託收賬公司收取任何本人/吾等欠付銀行之任何逾期款項。
- 14.4 本人/吾等明白本人/吾等於信貸期限內在還款或供款方面有任何困難，應儘快通知銀行。

15. 其他

- 15.1 若此等一般條款所載的一項或超過一項條文在任何適用法律下於任何方面被視為無效、不合法或未能執行，其他條文的有效性、合法性及可執行性在任何方面均不受影響或損害。
- 15.2 (a) 銀行、本人/吾等及其個別的繼承人均受益於及受到此等一般條款及任何特別條款的約束，及在根據本第 15.2 段的前提下，銀行某些或所有權益或義務獲批准的承讓人或受讓人亦受此等一般條款及任何特別條款的約束。
- (b) 本人/吾等不可轉移或轉讓此等一般條款及任何特別條款中本人/吾等的權利或義務。
- (c) 銀行可轉移此等一般條款及/或任何特別條款中所有或部份銀行的權利、利益及義務，並向有可能的受讓人或打算就此與銀行進行合約安排的任何其他人士披露銀行認為合適用作該等合約安排之用的本人/吾等的資料。
- 15.3 本人/吾等確認及同意本人/吾等會為本人/吾等的稅務事項負上全責。本人/吾等完全理解，並有責任遵守任何對本人/吾等有管轄權的國家或地方的法律、稅務、外匯管制或規管的義務。本人/吾等確認本人/吾等已經、並會繼續遵守所有相關法規及不會以本人/吾等的中信銀行(國際)賬戶進行與非法活動有關的任何交易、或協助及教唆、或幫助清洗相關資產，其中包括但不限於逃稅、販毒、任何可公訴罪行、洗黑錢或與恐怖分子交易。本人/吾等知悉銀行會篩查和監察本人/吾等的稅務狀況和交易活動，以符合有關反洗錢審查的法律及監管要求。
- 15.4 本條款不適用於《證券及期貨事務監察委員會持牌人或註冊人操守準則》所界定的法團專業投資者(前提是銀行已遵從該操守準則第 15.3A 及 15.3B 段的規定)或機構專業投資者。假如銀行向本人/吾等招攬銷售或建議任何《證券及期貨條例》所界定的證券、期貨合約或槓桿式外匯交易合約(「適用金融產品」)，該適用金融產品必須是銀行經考慮本人/吾等的財政狀況、投資經驗及投資目標後而認為合理地適合本人/吾等的。此等一般條款的其他條文、任何其他有關特別條款或其他銀行可能要求本人/吾等簽署的文件及銀行可能要求本人/吾等作出的聲明概不會減損本條款的效力。就本條款所指的「槓桿式外匯交易合約」，其只適用於由獲得發牌經營第 3 類受規管活動的人所買賣的該等槓桿式外匯交易合約。

- 15.5 銀行未有或延遲行使此等一般條款或任何特別條款的任何權利、權力或特權不應視作放棄該等權利，而只是單一或部份行使、執行或放棄任何該等權利、權力或特權亦不會妨礙銀行作進一步行使、執行有關權利、權力或特權，或行使或執行此等一般條款中的任何其他權利、權力或特權。
- 15.6 本人/吾等茲同意於任何時間及不時可在本人/吾等支付費用下即時簽署，蓋章或送達所有進一步之文件，並採取所有必須或銀行要求送至此等一般條款或特別條款之目的之進一步行動。
- 15.7 倘若此等一般條款或任何特別條款之中英文版有任何意義差歧，均以英文版本為準。
- 15.8 本人/吾等應不時向銀行提供本人/吾等現時的合夥人、董事、公司秘書或主管（視乎所屬情況而定）之名單，而銀行可繼續視最新收到的名單為正確的名單。
- 15.9 此等條款並無規定銀行必須提供或繼續任何銀行設備或其他融通或服務予本人/吾等。銀行可在給予合理通知予本人/吾等終止此等一般條款及任何特別條款。終止此等一般條款將自動終止所有特別條款，惟終止任何特別條款將不會終止此等一般條款或任何其他特別條款。
- 15.10 本人/吾等與銀行之間的任何解除、和解、轉讓、付款或撤銷均為條件任性的，該條件為有關本人/吾等對銀行之債務或義務之抵押、產權處置或款項均不會憑藉現時仍有效有關公司解散、無力償債、債務重組或債務安排有效的法例或其他原因而撤銷、被令放棄、支付、退款或減少；而銀行有權向本人/吾等或任何其他有關人士追討該等抵押產權處置或尤如該等解除、和解、轉讓、付款或撤銷並無進行之款項。

16. 修改

- 16.1 銀行於任何時間均可根據適用守則及指引之規定給予事先通知下將此等一般條款或適用於本人/吾等所申請或使用之任何服務（包括任何適用之費用或收費）之特別條款進行刪除、取替、增加或更改。
- 16.2 銀行可於任何時間增加任何新服務或刪除任何現有之服務。在本人/吾等要求下，可從銀行取得銀行於某一特定時間根據此等一般條款所提供的服務總覽表及其適用之特別條款。

17. 通知

- 17.1 由本人/吾等向銀行發出之任何通知或指示須為不可撤回，並在銀行正式收到才為有效。
- 17.2 任何規定由銀行發出之通知若已寄往收件人之銀行所知最後之地址予本人或吾等任何一人均視為已經發出。任何由銀行派專人送達之通知須在送達時已視為發出。任何由銀行以預支郵費信件所發出之通知須郵寄後便視為已即時發出。任何以傳真、電郵或其他情況下通過互聯網所發出之通知須視為在傳送後已經發出。
- 17.3 若月結單及通知書應發送往之地址有任何更改，本人/吾等將即時以書面通知銀行。除非該等更改已妥為存入銀行記錄，否則均會視為無效。

18. 第三者權利

除此等一般條款另有明文訂明外，此等一般條款訂約方以外的任何人士概不可按照《合約（第三者權利）條例》（香港法例第 623 章）的規定強制執行此等一般條款的條款或享有

其利益。倘此等一般條款的任何條文明確賦予任何第三方權力根據《合約(第三者權利)條例》執行此等一般條款任何條款，則協議訂約方保留權利可在毋須該第三方同意的情況下修改該條款或此等一般條款任何其他條款。

19. 管治法律及司法管轄權

- 19.1 除此等條款或有關特別條款所載之明確條文另有規定外，此等一般條款及所有特別條款均受香港特別行政區之法律所管治及據其解釋。
- 19.2 每項交易或其基本投資或工具須受制於進行上述交易或投資或所處之司法管轄區之法律，以及所有有關政府、其他規管團體及代理之規則、規例、準則、政策及指引。
- 19.3 本人/吾等茲此不可撤回地接受香港特別行政區法院之非獨有司法管轄權。

最後更新：2017 年 6 月

These Terms and Conditions are a set of Specific Terms and Conditions referred to in the General Terms and Conditions which I/we have agreed to be bound by. I/We may from time to time apply to open one or more Deposit Account and agree that each Deposit Account will be subject to these Terms and Conditions, the General Terms and Conditions and such other terms as may be agreed between me/us and the Bank in relation thereto.

Part 1: General Terms

1. The Bank may only accept such currencies as may be acceptable to it for deposit to the Deposit Accounts opened by me/us. When I/we desire to open a Deposit Account, I/we must tender account opening requests for the type of Account and currency selected. The Bank reserves the right to accept or refuse any account opening request.
2. For all types of Deposit Accounts, I/we shall conform to such minimum initial deposit and/or maintain such minimum balance as may be prescribed by the Bank from time to time. The Deposit Accounts shall also be subject to such charges as may be determined by the Bank from time to time.
3. I/We agree that interest is accrued at the rates for different types of Deposit Accounts published from time to time and/or advertised in the press by the Bank.
4. For HKD, interest will be calculated on the basis of 365-day year for ordinary years and 366-day year for leap years. For CNY and USD, interest will be calculated on the basis of 360-day year. For other currencies, the basis for interest calculation shall be determined by the Bank with reference to market practice.
5. Both of the passbooks and cheque books are the property of the Bank. They are not transferable or assignable and cannot be pledged as security. Passbooks and cheque books should be kept in a place of security under lock and key. In the event of loss of a passbook, a seal or chop used for operating any Deposit Account, any signed cheque or any blank cheque, immediate notice must be given to the Bank. If the Bank considers necessary, the Bank may issue a new passbook after search has been made and as the case may require an indemnity has been signed by me/us. A charge for issuing a new passbook may be imposed at the Bank's discretion.
6. Transaction of large amount of cash is subject to prior arrangement and charge(s) as the Bank determines absolutely. Withdrawal of foreign currency cash is subject to the availability of the cash and currency in question.
7. The Bank shall have the right to pay to me/us any amount withdrawn from the account by any of the following methods or by any combination of two or more thereof at the Bank's discretion namely:
 - (a) by cash in the currency of the deposit;
 - (b) by issuing to me/us a cheque drawn by the Bank on any bank in a country payable in the required currency whereupon I/We shall pay to the Bank its prescribed service charge(s);
 - (c) by cash or the Bank's "Cashier's Order" in Hong Kong Dollars after converting the amount equivalent at the Bank's then prevailing buying rate, whereupon I/We shall pay to the Bank its prescribed service charge(s).

Part 2: Terms and Conditions for Savings Account (For Passbook Savings Accounts, Statement Savings Accounts or Value Savings Accounts)

1. For Passbook Savings Accounts, interest earned will be credited to my/our account semi-annually while for Statement Savings Accounts and Value Savings Accounts, interest earned will be credited monthly on the last day of each calendar month. Nevertheless, interest earned may be credited on such other basis as may be determined by the Bank from time to time. Interest is payable on Savings Accounts closed up to the immediately preceding day.
2. I/We will be provided by the Bank with a passbook for any Passbook Savings Account. The passbook should be presented to the Bank for withdrawal or entering any interest or unposted items if requested by the Bank. The currency of each transaction and balance is

shown in the column "CCY" at the end of each line of the passbooks or the statements, as the case may be. I/We will procure my/our Authorized Signatories to examine the passbook, if applicable, after each transaction before leaving the counter to ensure that appropriate entry has been made therein.

3. Withdrawals at the Bank's counter may be made by me/us or my/our Authorized Signatories on demand when the Bank is open for business. Withdrawals may not be made by means of cheques.
4. Any payments made by the Bank to a person producing the passbook, if applicable, together with a withdrawal form purporting to be signed and/or sealed or chopped as authorized by me/us or my/our Authorized Signatories shall have the same effect as if made to me/us personally and will absolve the Bank from all liabilities to me/us or to any other party. The Bank reserves the right to require me/us to make withdrawals in person and produce identification satisfactory to the Bank.
5. The passbook is for my/our reference and does not necessarily indicate the correct balance of the account as deposits may have been made or items charged without entry in the passbook.

Part 3: Terms and Conditions for Current Account

1. Withdrawals may be made by cheques signed by me/us or my/our Authorized Signatories or at the counter by me/us or my/our Authorized Signatories when the Bank is open for business or by electronic means as may be approved by the Bank.
2. Cheques drawn by me/us which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited ("HKICL") for such period as is stated in the rules relating to the operation of the Clearing House and after this, they may be destroyed by the collecting bank or HKICL as the case may be. The Bank is authorized to contract, inter alia, with collecting banks and HKICL in accordance with the terms in this paragraph.
3. The Bank reserves the right not to honour any cheque drawn by me/us if the relevant Current Account does not have sufficient funds, the cheque has any technical error or for any other reason that the Bank considers appropriate. A service charge will be imposed by the Bank in respect of each dishonoured cheque. Notwithstanding the aforesaid, the Bank may at its discretion honour any cheque even though the relevant Current Account does not have sufficient funds. In such a case, I/we will immediately upon the Bank's demand repay the amount overdrawn together with such handling charge(s) and interest. Overdraw interest on the Current Account shall be calculated on its overdrawn amount daily at such rate as may be determined by the Bank from time to time and will be debited monthly on the last day of each calendar month and will bear compound interest thereafter.
4. Simple interest on the Current Account shall be accrued on its credit balance daily at such rate as may be determined by the Bank and will be credited monthly on the last day of each calendar month.
5. I/We understand that a "bearer" cheque is payable to the bearer of the cheque while an "order" cheque is payable to the payee named in the cheque only. Accordingly, the risk of fraud can be minimized by using "order" cheques instead of "bearer" cheques particularly when the cheque is to be sent by post or other channels. Since crossed cheques may only be credited into an account, the use of crossed cheques will therefore afford additional protection to me/us.
6. I/We will exercise care when drawing cheques so as to avoid alteration or prevent fraud or forgery. I/We am/are advised to insert the amount, both in words and figures, as close as possible to the left hand margin so that there is no space for insertion. The word "only" should be inserted after the amount stated in words.
7. I/We may stop payment of a cheque before it is paid by giving prior notice to the Bank in writing or by any other means as acceptable by the Bank. The Bank may impose such handling charge(s) as it may determine in respect of each stopped cheque.
8. Any alteration on a cheque must be confirmed by the drawer with signature. The Bank is entitled to return any cheque which is incorrectly completed, altered without the aforesaid confirmation, post-dated or out-dated for more than six months. The Bank may impose such handling charge(s) as it may determine in respect of each such cheque.

9. I/We undertake not to pre-sign any cheque in blank.
10. I/We will be responsible for all losses if I/we fail to exercise reasonable care in drawing cheques or if I/we draw them by a means or in a manner that may facilitate alteration, fraud or forgery.

Part 4: Terms and Conditions for Time Deposit Account (For Time Deposit, Call Deposit, High Yield Flexi Saver Account)

1. I/We may from time to time establish Time Deposit Accounts with such interest rate, tenor and currency as may be agreed between me/us and the Bank before establishment. The Interest rate applicable to each Deposit in such Time Deposit Accounts may be changed by the Bank without prior notice. Upon applying to open a High Yield Flexi Saver Account, I/we shall specify my/our requested monthly instalment amount, currency, term, maturity day and the first monthly instalment payment date of the High Yield Flexi Saver Account. The High Yield Flexi Saver Account will be opened by the Bank on such terms as may be agreed by the Bank and advised to me/us and upon payment of the first monthly instalment.
2. Simple interest on the deposit will accrue daily and will only be payable on the maturity of the deposit. No interest may be payable to the deposit in case of a withdrawal before the maturity date.
3. A Time Deposit may not be withdrawn at any time before its maturity unless with the prior agreement of the Bank and on such terms as may be imposed by the Bank. A Call Deposit may only be withdrawn after I/we have given not less than one day's prior notice to the Bank. Withdrawal from the High Yield Flexi Saver Account may only be effected on or after its maturity day. If the maturity thereof is not a business day of the Bank, withdrawal may be effected on the following business day of the Bank.
4. If no withdrawal is made by me/us on the maturity or no instruction on the withdrawal is received by the Bank from me/us before the maturity day of the Time Deposit or Call Deposit Account (whether or not it is a business day of the Bank), the Bank may renew the relevant deposit on terms similar to the matured deposit at the Bank's prevailing interest rate at the time of renewal. Notwithstanding the aforesaid, the Bank has no duty to make such renewal arrangement. If the Bank does not renew the matured deposit, I/we have no right to claim for any interest after maturity from the Bank.
5. A Time Deposit Account may, at my/our selection and subject to the Bank's agreement, be located in Hong Kong or offshore. Offshore deposits are placed by the Bank at any overseas branch, affiliate or correspondent of the Bank as my/our placement agent and will be subject to the terms and conditions imposed by and the laws of the location of such branch, affiliate or correspondent.
6. With the Bank's agreement, I/we may also swap my/our deposit in any Time Deposit Account in any currency into another currency upon its establishment and to swap it back into the original currency of the relevant deposit upon its maturity at such exchange rate as may be agreed between the Bank and me/us prior to the establishment of the deposit.
7. I/We shall pay the monthly instalment amount on or before the first monthly instalment date and on the same day of each succeeding calendar month during the term of the High Yield Flexi Saver Account by way of direct debit. For this purpose, I/we shall sign a Direct Debit Authorization in such form as may be satisfactory to the Bank. If the payment date of any monthly instalment shall fall on a day which is not a business day of the Bank, the relevant monthly instalment shall be paid on the immediately following business day of the Bank. If the payment date of any monthly instalment shall fall on the 29th, 30th or 31st day of a month and there is no corresponding day in the relevant month, the relevant monthly instalment shall be paid on the first business day in the following month.
8. If I/we shall fail to pay any monthly instalment amount on or before the due day of the High Yield Flexi Saver Account, I/we shall not be entitled to any interest unless otherwise agreed by the Bank.
9. If the account from which payment is to be debited is denominated in a currency different from that of the High Yield Flexi Saver Account, the Bank shall be entitled to apply such exchange rate as may be quoted by it in calculating the amount to be debited.

10. A quarterly statement in respect of the High Yield Flexi Saver will be issued to me/us commencing from the date of payment of the first monthly instalment unless no transaction has been effected since the date of the last statement.

Part 5: Additional Terms and Conditions for Renminbi ("RMB") Savings Account, RMB Current Account and RMB Time Deposit Account (each a "RMB Account")

1. These Additional Terms and Conditions are applicable to a RMB Account and/or RMB Services and/or RMB cheques.
2. I/We understand and agree that any transactions executed through a RMB Account will be subject to any law, regulation or order, or any rule, direction, guideline, code, notice, restriction or the likes (whether or not having the force of law) issued by any regulatory authority, government agency, clearing bank or exchange body or professional body applicable from time to time (in Hong Kong and Mainland China) (collectively, "Applicable Regulations"). The Bank is fully authorized to reject or refuse to execute my/our deposit/exchange/remittance or other transaction instructions (or part of the transaction instructions) in violation of any of the Applicable Regulations. The Bank shall not be in anyway held liable for not refusing to execute the relevant instructions.
3. (For Personal Accounts only) No overdraft is permitted and no overdraft facility will be available to any RMB Account.
4. Amount stated on, or drawn under a cheque may be subject to the limit per cheque and the limit per day from time to time specified by the Bank (if any). In the event that such limit is exceeded, the Bank may at its absolute discretion and without prior notice:-
 - (a) pay some only for the cheques presented for payment under the RMB Current Account on the same day, in such order as may be determined by the Bank, so that the total sum paid on such day will be kept without exceeding such maximum amount (or such credit balance); and/or
 - (b) return any one or more of the presented cheques.
5. Without prejudice to Clause 4 above, if at any time the credit balance in the RMB Current Account is insufficient to pay for any cheque(s) presented to the Bank on any business day, the Bank may at its absolute discretion (but is not obliged to) transfer funds to the RMB Current Account from any of my/our Deposit Account with a view to paying any such cheques. In the event that the Bank decides to exercise its right under this Clause to transfer an amount from my/our other Deposit Account to the RMB Current Account to cover the shortfall, I/we hereby authorize the Bank to debit such shortfall from any of my/our Deposit Account. The Bank shall not be responsible for re-transferring the funds from the RMB Current Account to the relevant transferring Deposit Account if the related cheque is returned for any reason. The Bank is entitled to charge a fee for the provision of the above RMB fund sweeping service and deduct the relevant fee from any of my/our account without prior notice to me/us. The Bank shall not be responsible to me/us or any third party for the consequences arising out of or in connection with the exercise of such right of transferring funds including any loss or damage suffered resulting from the lack or insufficiency of funds in my/our transferring Deposit Account to meet and/or discharge any applicable instructions, obligations or liabilities on the relevant transferring Deposit Account.
6. RMB cheques shall be used in Mainland China and in Hong Kong and in such manner in accordance with the Applicable Regulations, and their use is also subject to the laws and regulations of the place concerned and abide by the conditions, rules and procedures of the persons or banks to which the cheque is to be delivered or presented and the rules and restrictions as the Bank may impose from time to time.
7. The amount of credit balance in the RMB Current Account at the cut-off time as designated by the Bank from time to time on each business day of the Bank may be subject to a maximum limit as designated by the Bank and/or the Applicable Regulations from time to time (if any). In the event such limit is exceeded, the Bank is authorized to dispose or transfer any excess amount in such manner and to such account(s) (whether in RMB or other currencies) maintained by me/us as the Bank considers appropriate without prior notice to me/us. In case where currency conversion is involved, the applicable exchange rate shall be determined by the Bank at its absolute discretion.

8. The clearing of RMB takes place each day before the close of business of the Bank. The Bank may set a cut-off time for exchange transactions and may decline to exchange any currencies (other than RMB) with RMB after the Bank's designated time.
9. Applicable exchange and interest rates will be determined by the Bank and may differ from official or other rates. The Bank may require payments to or from me/us to be made in RMB or Hong Kong Dollars.
10. The Bank is entitled to take all necessary actions to comply with all Applicable Regulations. The Bank may provide all information and report any transaction in relation to my/our RMB Accounts to the clearing house and any regulatory authorities.
11. I/We acknowledge that it is my/our duty to ensure that the operation of RMB Accounts and any issuance of cheque(s) at all times complies with the Applicable Regulations and the rules and requirements imposed by the Bank. If the Bank at any time reasonably believes that any RMB Account operation arrangement has been abused by me/us which results in the committing of a non-compliance of the Application Regulations, the Bank may exercise its discretion to take any necessary action as the Bank thinks fit (including closing my/our RMB Account(s)) without prior notice to me/us.
12. I/We understand and agree that the Bank is fully authorized to terminate any RMB Services provided by the Bank and to close any relevant RMB Account without giving any reason. The Bank is entitled to transfer the remaining balance (if any) in my/our RMB Account to my/our Hong Kong Dollar Account or in such other manner as the Bank thinks fit.
13. I/We understand that the Bank may from time to time set conditions or restrictions that apply to RMB Accounts and RMB Services and I/we agree to comply with all such conditions or restrictions.
14. I/We understand that these Additional Terms and Conditions are determined and may be amended by the Bank at any time and from time to time according to the Bank's agreement with the clearing bank and all Applicable Regulations. These Additional Terms and Conditions and their revision or addition shall become effective subject to the Bank's notice which may be given by display, advertisement or other means as the Bank thinks fit and shall be binding on me/us.
15. In relation to matters concerning any RMB Account, in case there is any inconsistency between these Additional Terms and Conditions and any other terms and conditions in these Specific Terms and Conditions, these Additional Terms and Conditions shall prevail. In the event of inconsistency between the Applicable Regulations and these Additional Terms and Conditions, the Applicable Regulations shall prevail.

In case of any discrepancy between the English and Chinese versions, the English version shall prevail.

本存款賬戶條款為本人/吾等同意受約束之一般條款中所指的特別條款。本人/吾等可不時申請開立一個或以上的存款賬戶，並同意每個存款賬戶均受本存款賬戶條款、一般條款及本人/吾等就有關事項所協定之其他條款所限制。

第一部分：一般條文

1. 銀行只會接受其接納之貨幣存放在本人/吾等開立之存款賬戶。本人/吾等每擬開立一存款賬戶時，必須就所選擇之賬戶種類及貨幣提交開立賬戶的申請，銀行保留權力接受或拒絕任何申請開立賬戶之要求。
2. 本人/吾等必須符合銀行就各類型存款賬戶不時訂立之最低首次存款金額及/或最低存款金額之要求，並受制於銀行不時訂立之有關收費。
3. 本人/吾等同意以銀行不時宣佈及/或刊登於報章之適用於不同類型存款賬戶之利率計算利息。
4. 港幣利息以每年365日或閏年366日計算，人民幣及美元利息將以每年360日計算，其他貨幣之計算方式將由銀行參考市場慣例而決定。
5. 存摺和支票都是銀行之財物。本人/吾等不可將存摺或支票轉移或轉讓予他人，亦不可將其設為抵押物。存摺和支票必須存放並鎖於安全之地方。倘若遺失存摺、操作任何存款賬戶之蓋印或蓋章、已簽署的支票或空白支票，本人/吾等將即時通知銀行。銀行在需要時可進行調查，並按情況要求本人/吾等簽訂彌償書後才會補發全新之存摺，而銀行可按其酌情權徵收發出全新存摺之費用。
6. 進行大額現金交易必須作出預先安排，並受制於銀行酌情決定的收費。提取外幣現鈔須受制於銀行是否儲備足夠現金及該種貨幣。
7. 銀行有權以下列任何一種方法或以銀行之酌情權結合兩項或以上之下列方法從戶口提取任何款項支付予本人/吾等：
 - (a) 以存款貨幣之現金；
 - (b) 銀行向本人/吾等發出具以應付款項貨幣的國家的銀行為受票人的支票，而本人/吾等必須向銀行繳付規定之服務費；
 - (c) 在按照銀行現行之買入價將有關金額兌換成港幣後所得的現金或銀行本票，而本人/吾等必須向銀行繳付規定之服務費。

第二部分：儲蓄戶口條款(適用於存摺儲蓄戶口、結單儲蓄戶口或「活定期」港元儲蓄戶口)

1. 存摺儲蓄戶口所賺取之利息將每半年存入本人/吾等之戶口一次，而結單儲蓄戶口及「活定期」港元儲蓄戶口所賺取之利息將於每月最後一天存入戶口一次。儘管前述條款，所賺取之利息可以銀行不時決定之其他方式計算存入。就每個儲蓄戶口而言，利息將會計算至每個儲蓄戶口結束當日緊接的前一天。
2. 銀行將就存摺儲蓄戶口向本人/吾等提供存摺一本。在銀行要求時，本人/吾等必須向銀行出示存摺以進行提款、打印利息或其他項目。每項交易及結餘之貨幣均列示於存摺或月結單(視乎情況而定)內每行最尾的“CCY”一欄中。本人/吾等將促使本人/等之授權簽署人於每次交易後在離開櫃位前檢查存摺(若適用的話)，以確定存摺已輸入恰當的項目。
3. 本人/吾等或本人/吾等之授權簽署人可於銀行開放營業期間於銀行櫃位要求提取款項。本人/吾等不可以支票形式提款。
4. 由銀行向出示存摺(若適用)連同宣稱由本人/吾等或本人/吾等之授權簽署人簽署及/或授權蓋章蓋印之提款表格之人士支付之款項具有相同於向本人/吾等付款的效力，並免除

銀行對本人/吾等或任何其他方之所有責任。銀行保留權利規定本人/吾等親身提款及出示銀行認為滿意之證明。

5. 存摺只供本人/吾等參考，未必顯示戶口結餘之正確金額，因為存款或收費項目可能沒有記錄在存摺內。

第三部分：支票戶口條款

1. 本人/吾等或本人/吾等之授權簽署人可簽署支票或於銀行之營業時間內親身於銀行櫃位或通過銀行指定之電子媒介提取款項。
2. 由本人/吾等所開出並已獲支付的支票，在以電子形式予以記錄後，可由代收銀行或香港同業結算有限公司保留，保留期為結算公司有關操作之規則所列明的期間，而在該期間之後，代收銀行或香港銀行同業結算有限公司（視屬何情況而定）可銷毀該等支票。銀行獲授權按照本段條款與代收銀行及香港銀行同業結算有限公司訂立合約。
3. 若有關的支票戶口並無足夠之金額或支票中有錯誤或銀行認為適當的任何其他理由，銀行有權不會兌現本人/吾等所簽發之支票。銀行將會對每張未能兌現的支票徵收手續費。儘管以上所述，即使有關的支票戶口並無足夠金額，銀行可按其酌情決定權兌現任何支票。在此情況下，本人/吾等必須在銀行要求時即時償還予銀行透支的金額、有關之手續費及利息。透支利息將根據銀行不時規定之利率每日累算及累計利息，並於每月最後一天於戶口中扣除。
4. 支票戶口結餘所賺取之單利息將根據銀行不時規定之利率每日計算，並於每月最後一天存入戶口。
5. 本人/吾等明白“不記名”支票是支付予支票之持有人，而“抬頭”支票則必須支付予支票上的收款人。因此，使用“抬頭”支票代替“不記名”支票可減少發生詐騙行為之風險，特別是以郵寄或其他方法發出的支票。由於劃線支票只可將款項存入戶口，因此，使用劃線支票可增加對本人/吾等的保障。
6. 本人/吾等在簽發支票時將小心謹慎以避免被人塗改或作出詐騙或偽冒行為。本人/吾等應在簽發支票時填寫大寫數字及小寫數字，大寫數字之金額應緊貼左方位，使難以加插文字或數字，在大寫數字之後應加「正」字結尾。
7. 本人/吾等可在支票兌現前向銀行發出書面通知或以銀行可接受的任何其他方法通知銀行停止支付支票。銀行可按每張已停止支付之支票徵收其決定之手續費。
8. 支票上任何更改均必須由簽票人簽署確認。銀行有權退回任何不正確填寫、更改但沒有上述確認之支票、期票或過期超過六個月之支票。銀行可就每張該等支票徵收其決定之手續費。
9. 本人/吾等承諾不會預先簽署任何空白的支票。
10. 本人/吾等若未有採取以合理的謹慎措施開出支票，或以可能助長塗改、欺詐或偽造的方法或方式開出支票，則本人/吾等須就所有損失負責。

第四部分：定期戶口條款（適用於定期存款、通知存款、「隨意轉」高息月供定期戶口）

1. 本人/吾等可不時以本人/吾等在設立定期戶口時以與銀行協定之利率、期限及貨幣開設定期戶口。銀行毋須給予事先通知而更改適用於該等定期戶口中每項存款之利率。在申請「隨意轉」高息月供定期戶口時，本人/吾等必須列明要求之每月分期付款金額、貨幣、年期及到期日，以及首次分期付款之日期，並向銀行提交其要求之資料。「隨意轉」高息月供定期戶口將按照銀行同意並通知本人/吾等之條件於首期分期付款支付時由銀行開立。
2. 存款之利息將以單利息每日累算，並於存款到期日支付。若存款於到期日前提取，可不獲發任何累計利息。

3. 除非事先得到銀行之同意並遵守銀行的附加條款，否則定期存款只可於存款到期當日或之後提取。通知存款只可在本人/吾等向銀行發出不少於一天的事先通知後方可提取。「隨意轉」高息月供定期戶口中之款項只可於戶口到期當日或之後提取。若存款到期日並非銀行營業日，則只可於緊接之銀行營業日提取。
4. 若本人/吾等於定期存款、通知存款的存款到期日(不論當日是否銀行營業日)未提取款項或向銀行發出提取款項的指示，銀行可將該等存款以當時銀行所釐定之利率作出續存，期限按照已到期之存款類近之期限決定。儘管如此，銀行並沒有責任為本人/吾等作出上述續期安排，若銀行沒有將本人/吾等已到期之存款作出續期，本人/吾等無權向銀行要求支付已過期之利息。
5. 若本人/吾等選擇並經銀行同意，定期戶口可開立於香港或其他海外地方。海外存款由銀行以代理人身份替本人/吾等存放於任何海外分行、附屬或聯繫之銀行，並受有關分行、附屬或聯繫銀行之條款及其所在地的法律所約束。
6. 在銀行同意下，本人/吾等亦可將本人/吾等於定期戶口項下之存款之任何貨幣兌換為另一種貨幣，及在有關存款到期前，將按設立有關存款前銀行與本人/吾等協定之兌換率兌換為原有之貨幣。
7. 本人/吾等須以自動轉賬於「隨意轉」高息月供定期戶口首期分期付款日當日或之前，及在該戶口之有效期間連續每月之同一天支付每月分期付款。本人/吾等將簽署格式為銀行滿意的自動轉賬授權書。若任何每月分期付款之付款日並非銀行之營業日，有關付款須於緊接之銀行營業日支付。若任何每月分期付款之付款日為29、30或31日而當月並無該日，「隨意轉」高息月供定期戶口之有關付款須於下一個曆月第一個銀行營業日支付。
8. 若本人/吾等未能於「隨意轉」高息月供定期戶口到期日或之前支付任何每月分期付款，除非得到銀行之同意，否則本人/吾等無權取得任何利息。
9. 若自動轉賬的賬戶貨幣與「隨意轉」高息月供定期戶口的貨幣不同，銀行有權使用其訂定之匯率計算應扣除的金額。
10. 「隨意轉」高息月供定期戶口之季度結單將於支付首期分期付款當日起每季度發給本人/吾等，除非自上次季度結單之日期起並無進行任何交易，則毋須發出季度結單。

第五部分：人民幣儲蓄戶口，人民幣支票戶口及人民幣定期戶口(每一個均稱為「人民幣戶口」)附加條款

1. 本附加條款適用於人民幣戶口及/或人民幣服務及/或人民幣支票。
2. 本人/吾等明白及同意隨後經人民幣戶口所進行的任何交易均需要遵守不時適用之任何法律、規定、法令，或任何監管機構、政府機構、清算行或交易機構或專業機構發佈之任何(不論是否具有法律效力)規則、指示、指引、守則、通知、限制或類似規定(包括香港及中國內地地區)(統稱為「適用規定」)。如交易違反任何適用規定，銀行獲授全權拒絕執行本人/吾等存款/兌換/匯款或其他交易指示(或部份交易指示)，惟銀行並不會因沒有拒絕執行有關指示而負上任何責任。
3. (只適用於個人客戶)任何人民幣戶口均不容許透支且銀行不會就任何人民幣戶口提供透支服務。
4. 每一支票或每日可提取的支票金額受制於銀行不時規定之每張支票限額及每日支票限額(如有)。倘若超過有關限額，銀行可按其絕對酌情權並在毋須事先通知本人/吾等的情況下:-
 - (a) 根據銀行決定之次序於同一日償付已提示要求就支票戶口付款之某些支票數額，以使當天支付之總額保持於最高限額(或結存餘額)之內；及/或
 - (b) 退回一張或多於一張已提示要求付款之支票。

5. 於不影響第上述第4條之前提下，倘若於任何營業日的任何時間，人民幣支票戶口的結餘不足以支付任何向銀行要求兌現之支票，銀行可按其絕對酌情權（但並無此責任）從本人/吾等的任何存款賬戶中調撥款項存入人民幣支票戶口內，以作支付任何支票之用。如銀行決定從本人/吾等的任何存款賬戶中調撥款項，本人/吾等在此授權銀行可從本人/吾等的任何存款賬戶中調撥款項以補不足之數。如有關支票因任何理由退回，銀行概毋須負責從支票戶口回撥款項至本人/吾等的有關調撥存款賬戶中。銀行有權就其提供上述轉撥服務收取費用並從本人/吾等的任何戶口扣除有關費用而毋須向本人/吾等作事先通知。銀行毋須向本人/吾等或任何第三者承擔任何因行使上述調撥款項的權力而引致或產生與此有關的後果，包括本人/吾等因有關調撥款項而引致被扣賬戶口出現存款不足以應付及/或履行任何適用指示、責任及負債而蒙受的損失或損害。
6. 人民幣支票須按適用規定在中國內地地區或香港使用，其使用亦須遵守當地的法律及規例、及受制於向其交出或兌付支票的人士或銀行的條件、規定及程序及銀行不時設定之規定及限制。
7. 人民幣支票戶口內之結餘於每個營業日銀行不時指定之截止時間時不得超過銀行及/或適用規定指定之最高限額（如有）。倘若超過該最高限額，銀行獲授權以其認為合適之任何方式處理或轉撥超額部分至銀行認為適當的任何本人/吾等於銀行持有的戶口（無論人民幣或其他貨幣）而毋須事先通知本人/吾等。倘若當中需涉及任何貨幣的兌換，銀行有絕對酌情權決定適用匯率。
8. 由於人民幣資金清算市場關閉時間早於銀行之營業時間，銀行可規定兌換交易的截止時間，並可於指定時間後，不提供任何貨幣（人民幣以外之其他貨幣）與人民幣之間的兌換交易。
9. 任何交易涉及的適用匯率及利率均由銀行自行決定，並且可能與官方或其他機構所釐定的牌價有所不同。其所涉及的款項，銀行可以人民幣或港幣付款給本人/吾等，亦可指定本人/吾等以人民幣或港幣付款給銀行。
10. 銀行有權採取一切必要行動以符合適用規定。銀行有權向清算行及任何監管機構匯報與本人/吾等的人民幣戶口有關之任何交易及提供一切資料。
11. 本人/吾等確認本人/吾等有責任確保人民幣戶口的操作及支票簽發於任何時間均符合適用規定和銀行不時作出的規定及要求。倘若銀行於任何時間懷疑或有理由相信本人/吾等濫用人民幣戶口的操作安排以至違反適用規定，銀行有絕對權力採取任何銀行認為合適之所需行動（包括中止本人/吾等的人民幣戶口）而毋須事先通知本人/吾等。
12. 本人/吾等明白及同意銀行有絕對權力在毋須提供任何理由的情況下決定停止向本人/吾等提供任何人民幣服務或中止本人/吾等的人民幣戶口。銀行有權將本人/吾等的人民幣戶口所存的餘額（如有）轉到本人/吾等的港元存款賬戶或以其認為合適之任何其他方式處理餘額。
13. 本人/吾等明白銀行可能會不時對人民幣戶口及交易設置條件或限制，而本人/吾等同意遵守所有該等條件或限制。
14. 本人/吾等明白本附加條款是由銀行於任何時間及不時根據銀行與清算行訂立之協議及適用規定而予以釐定及修訂。本附加條款以及相關修訂或增補內容經銀行發出通知後生效，並對本人/吾等具有約束力；有關通知可通過展示、廣告或銀行認為適合之其他途徑而作出。
15. 有關人民幣戶口的事宜，倘若本附加條款和本存款賬戶條款中任何其他部分有任何不一致，一概以本附加條款為準。倘若本附加條款和適用規定有任何不一致，一概以適用規定為準。

倘若中英文版本有任何差異，概以英文版本為準。

1. e-Cheques Deposit Services provisions - applicability and definitions

- (a) The provisions in this Part apply to services relating to e-Cheques provided by China CITIC Bank International Limited (中信銀行(國際)有限公司) (the "Bank"). This Part supplements and forms part of our General Terms and Conditions, and other terms and conditions applicable to this e-Cheque Deposit Services including Terms and Conditions for Deposit Account ("Existing Terms"). The provisions of the Existing Terms which apply to paper cheques or generally to our services continue to apply to e-Cheques and our e-Cheques Deposit Services to the extent that they are relevant and not inconsistent with the provisions in this Part. The provisions of this Part prevail if there is any inconsistency between them and the provisions of the Existing Terms with respect to the e-Cheques Deposit Services.

- (b) For the purpose of the e-Cheques Deposit Services, the following terms have the following meanings:

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

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

"Deposit Channel" means any channel offered by us from time to time for presentment of e-Cheques for deposit.

"e-Cheque" means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi.

"e-Cheques Deposit Services" mean the services offered by us to customers from time to time for depositing e-Cheques.

"e-Cheque Drop Box" or "e-Cheque Drop Box Service" means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

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

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

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

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

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

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

"you" means each customer to whom the Bank provide e-Cheques Deposit Services.

2. Nature and scope of e-Cheques Deposit Services

- (a) The Bank may provide e-Cheques Deposit Services at our discretion. If we provide e-Cheques Deposit Services to you, you may deposit e-Cheques. In order to use the e-Cheques Deposit Services, you have to provide such information and documents and accept such terms and conditions which may be required or prescribed by us and the Clearing House respectively from time to time. You may also be required to sign forms and documents prescribed by us from time to time.
- (b) e-Cheques Deposit Services allow you and other persons to present e-Cheques (whether payable to you and/or any other holder of the Payee Bank Account) for deposit with us (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using our Deposit Channels, in accordance with Clause 3 below.
- (c) The Bank may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by us from time to time, including Hong Kong dollars, US dollars or Renminbi.
- (d) The Bank has the right to set or vary from time to time the conditions for using the e-Cheques Deposit Services. These conditions may include the following (or any of them):
 - (i) the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
 - (ii) any fees and charges payable by you for the e-Cheques Deposit Services.

3. e-Cheques Deposit Services

- (a) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with us (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using our Deposit Channels.
- (b) e-Cheque Drop Box Service
 - (i) The e-Cheque Drop Box Service is provided by the Clearing House. You are bound by the e-Cheque Drop Box Terms in relation to your use of the e-Cheque Drop Box Service. You are solely responsible for performing your obligations under the e-Cheque Drop Box Terms.
 - (ii) In order to use the e-Cheque Drop Box Service, you are required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. You are allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is your same-name account or an account other than your same-name account. You are responsible for the presentment of all e-Cheques by you or any other person using your e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than your same-name account).

- (iii) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but have no obligation to) provide reasonable assistance to you. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On your request, the Bank may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by us relating to an e-Cheque deposited using your e-Cheque Drop Box Account.
 - (iv) The Bank gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, you bear the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.
- (c) Our Deposit Channels

The Bank may specify or vary from time to time (i) the available Deposit Channels without notice; and (ii) the terms governing the use of any Deposit Channel.

4. Handling of e-Cheques, associated risks and our liabilities

(a) Handling of e-Cheques

You understand that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to you. Accordingly, the Bank is entitled to collect any e-Cheque payable to you by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques.

(b) Restriction of our liability

Without reducing the effect of the provisions of the Existing Terms:

- (i) the Bank is not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented by you or any other person using the Deposit Channels provided by us to you, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;
- (ii) in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):
 - (1) use of the e-Cheque Drop Box Service by you or any other person, or the e-Cheque Drop Box Terms;
 - (2) your failure to comply with your obligations relating to the e-Cheques Deposit Services;

- (3) presentment of any e-Cheque payable to you in accordance with the Industry Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
 - (4) any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond our reasonable control; and
 - (iii) in no event will the Bank be liable to you or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.
- (c) Your confirmation and indemnity
- (i) You accept the restriction of liabilities and disclaimers imposed by us and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House respectively. You accept and agree to bear the risks and the liabilities for depositing e-Cheques.
 - (ii) Without reducing the effect of any indemnity given by you under the Existing Terms or any other rights or remedies that the Bank may have, you will indemnify us and our officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the e-Cheques Deposit Services or your use of the e-Cheques Deposit Services.
 - (iii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents.
 - (iv) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.

1. 電子支票存入服務條文 - 適用性及定義

- (a) 本部份條文適用於 China CITIC Bank International Limited (中信銀行(國際)有限公司) (「本行」) 有關電子支票的服務。本部份補充本行的一般條款及其他適用本電子支票存入服務的其他條款包括存款賬戶條款(「現有條款」), 並構成現有條款的一部份。現有條款中適用於實物支票或適用於本行一般服務的條文, 凡內容相關的且不與本部份條文不一致的, 將繼續適用於電子支票及本行的電子支票存入服務。就電子支票存入服務而言, 若本部份的條文跟現有條款的條文出現不一致, 均以本部份的條文為準。
- (b) 就電子支票存入服務為目的, 下列詞語具下列定義:
- 「匯票條例」指香港法例第 19 章〈匯票條例〉, 可被不時修訂。
- 「結算所」指香港銀行同業結算有限公司及其繼承人及受讓人。
- 「存入途徑」指本行不時提供用作出示電子支票以求存入的任何途徑。
- 「電子支票」指以電子紀錄(按香港法例第 553 章〈電子交易條例〉定義)形式簽發的支票(包括銀行本票), 附有電子支票或電子銀行本票(視情況適用)的正面及背面影像。電子支票可以港幣、美元及人民幣簽發。
- 「電子支票存入服務」指由本行不時向客戶為存入電子支票而提供的服務。
- 「電子支票存票服務」指由結算所提供接受出示電子支票的電子支票存票服務, 但電子支票存票服務使用者必須先跟結算所登記電子支票存票服務戶口, 方可出示電子支票以存入受款人戶口, 本定義可根據電子支票存票服務條款不時修訂。
- 「電子支票存票服務戶口」指電子支票存票服務的使用者戶口, 每位電子支票存票服務使用者必須先跟結算所登記其使用者戶口方可使用電子支票存票服務出示電子支票以存入受款人戶口, 本定義可根據電子支票存票服務條款不時修訂。
- 「電子支票存票服務條款」指由結算所不時指定的條款及細則, 以規管由結算所提供的電子支票存票服務的使用。
- 「業界規則及程序」指結算所及銀行業界就規管電子支票的處理而不時訂定及採用的規則及運作程序。
- 「受款人銀行」指受款人戶口所在的銀行。
- 「受款人戶口」就每張使用電子支票存入服務出示以存入的電子支票而言, 指該電子支票的受款人在本行持有的銀行戶口, 而該戶口可以是受款人的個人名義戶口或受款人的聯名戶口。
- 「付款人銀行」指為其客戶簽發的電子支票作出數碼簽署的銀行。
- 「閣下」指本行向其提供電子支票存入服務的每位客戶。

2. 電子支票存入服務的性質及範圍

- (a) 本行可選擇提供電子支票存入服務。如本行向閣下提供電子支票存入服務, 閣下可以存入電子支票。為使用電子支票存入服務, 閣下須提供本行及結算所分別不時要求或指定的資料及文件, 並須接受本行及結算所分別不時要求或指定的條款及細則。閣下亦可能需要簽署本行不時指定的表格及文件。

- (b) 電子支票存入服務讓閣下及其他人士可按下列第 3 條使用結算所提供的電子支票存票服務或使用本行的存入途徑出示電子支票 (不論向閣下及／或受款人戶口的任何其他持有人支付) 以存入本行 (作為受款人銀行)。
- (c) 本行可為本行不時指定的貨幣 (包括港幣、美元或人民幣) 簽發的電子支票，提供電子支票存入服務。
- (d) 本行有權不時設定或更改使用電子支票存入服務的條件。該等條件可包括下列各項 (或任何一項)：
 - (i) 電子支票存入服務的服務時間 (包括出示電子支票的截止時間)；及
 - (ii) 閣下須就電子支票存入服務支付的任何費用。

3. 電子支票存入服務

- (a) 電子支票存入服務可容許透過使用結算所提供的電子支票存票服務或本行的存入途徑，出示電子支票以存入本行 (作為受款人銀行)。
- (b) 電子支票存票服務
 - (i) 電子支票存票服務由結算所提供。就閣下使用電子支票存票服務，閣下受電子支票存票服務條款約束。閣下須自行負責履行電子支票存票服務條款下的責任。
 - (ii) 為使用電子支票存票服務，電子支票存票服務條款要求閣下登記電子支票存票服務戶口連同一個或多個受款人戶口，以供出示電子支票。電子支票存票服務條款容許閣下以閣下同名戶口或閣下同名戶口以外的其他戶口作為受款人戶口登記電子支票存票服務戶口。閣下須就閣下或任何其他人士使用閣下的電子支票存票服務戶口出示的所有電子支票負責 (包括任何向閣下同名戶口以外的受款人戶口出示的電子支票)。
 - (iii) 任何有關使用電子支票存票服務的事宜須按電子支票存票服務條款處理。本行可以 (但無責任) 向閣下提供合理協助。因本行沒有任何使用電子支票存票服務存入的電子支票的電子紀錄或影像，如閣下要求，本行可以 (但無責任) 提供使用閣下電子支票存票服務戶口存入的電子支票日期、電子支票金額、電子支票編號、受款人姓名及任何其他本行同意提供有關該電子支票的資料。
 - (iv) 本行對結算所是否提供電子支票存票服務及所提供服務的質素、適時度或任何其他事宜均無作出明示或隱含的表述或保證。除非電子支票存票條款另有指明，閣下須承擔有關使用電子支票存票服務的責任及風險。閣下或任何其他人士因使用電子支票存票服務或與其有關的服務，而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責。
- (c) 本行的存入途徑

本行可不時指定或更改 (i) 可用的存入途徑而無須通知；及 (ii) 任何存入途徑的條款。

4. 電子支票的處理、相關風險及本行的責任

- (a) 電子支票的處理

閣下須明白本行及其他銀行須根據業界規則及程序處理、辦理、出示、支付、收

取、交收及結算向閣下簽發的電子支票。因此，即使匯票條例未明確指定電子支票出示的方式，或可能指定其他的支票出示方式，本行有權按業界規則及程序，向付款人銀行出示任何向閣下簽發的電子支票，以收取電子支票的款項。

(b) 本行責任的限制

在不減低現有條款效果的情況下：

- (i) 閣下或任何其他人士因使用電子支票存入服務，或閣下或任何其他人士通過本行向閣下提供的存入途徑出示的電子支票的處理、辦理、出示、支付、收取、交收或結算，或與上述事宜有關而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責，除非任何上述損失、損害或開支屬直接及可合理預見直接且完全由於本行或本行人員、僱員或代理的疏忽或故意失責導致；
- (ii) 為求清晰，現明確如下，閣下或任何其他人士就下列事宜(或任何一項)或與其相關的事宜，而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責：
 - (1) 閣下或任何其他人士使用電子支票存票服務，或與電子支票存票服務條款相關的事宜；
 - (2) 閣下未遵守有關電子支票存入服務的責任；
 - (3) 按業界規則及程序出示向閣下簽發的電子支票，而無須顧及匯票條例的條文；及
 - (4) 任何由於或歸因於本行可合理控制情況以外的原因導致未能提供或延遲提供電子支票存入服務，或導致電子支票存入服務的任何錯誤或中斷；及
- (iii) 在任何情況下，就任何收益的損失或任何特別、間接、相應而生或懲罰性損失或損害賠償，本行均無須向閣下或任何其他人士負責。

(c) 閣下的確認及彌償

- (i) 閣下須接受本行及結算所分別就電子支票存入服務及結算所提供的服務施加的責任限制及免責條款。閣下須接受及同意，承擔存入電子支票的風險及責任。
- (ii) 在不減低閣下在現有條款提供的任何彌償或於本行享有的任何其他權利或補償的情況下，本行及本行人員、僱員及代理(或任何一人)有關或因本行提供電子支票存入服務或閣下使用電子支票存入服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害、成本、費用及開支(包括全面彌償引致的法律費用及其他合理開支)，以及本行及本行人員、僱員及代理(或任何一人)可能提出或被提出的所有法律訴訟或程序，閣下須作出彌償並使本行及本行人員、僱員及代理(或任何一人)免受損失。
- (iii) 如任何責任、申索、要求、損失、損害、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見直接且完全因本行或本行人員、僱員或代理的疏忽或故意失責導致，上述彌償即不適用。
- (iv) 上述彌償在電子支票存入服務終止後繼續有效。

China CITIC Bank International Limited (the "Bank") sets out below applicable restrictions and limits in relation to the opening of RMB accounts and the provision of related RMB services to customers in a scope subject to any law, regulation or order, or any rule, direction, guideline, code, notice, restriction or the likes (whether or not having the force of law) issued by any regulatory authority, government agency, clearing bank, exchange body or professional body applicable from time to time (in Hong Kong and Mainland China) ("Applicable Regulations"), the General Terms and Conditions and all the applicable Specific Terms and Conditions as referred to in the General Terms and Conditions of the Bank (including the "Additional Terms and Conditions for Renminbi Savings Account, RMB Current Account and RMB Time Deposit Account" under the "Terms and Conditions for Deposit Accounts", or the "Terms and Conditions for Banking Services" under the "Private Banking – Terms and Conditions for Banking and Investment Services" (as the case may be) ("Terms and Conditions"). This Information Sheet is for customers' reference only and the relevant restrictions and limits shall be governed by the Applicable Regulations published by the relevant authorities from time to time:

A. Definitions

1. Unless the context otherwise requires, the terms and expressions appearing in this document shall have the following meaning:-
 - "Hong Kong resident" refers to an individual who is a holder of a Hong Kong Identity Card, notwithstanding that the person may also possess an identity proof of residency or citizenship of another jurisdiction. A "non-Hong Kong resident" shall be construed accordingly.
 - "Personal (Hong Kong Residents) Account" refers to an RMB Account (as defined in the Terms and Conditions) opened and maintained by the Bank for one or more individual(s) who applied for the opening of such RMB Account as Hong Kong resident(s) with the Bank.
 - "Personal (Non-Hong Kong Residents) Account" refers to an RMB Account opened and maintained by the Bank for one or more individuals who applied for the opening of such RMB Account as non-Hong Kong resident(s) with the Bank. All the account holders of a Personal (Non-Hong Kong Residents) Account must be non-Hong Kong residents.

B. General Requirements for Account Opening/ RMB Service Provision

2. Personal Accounts
 - 2.1 Any individual may apply with the Bank to request to open RMB Savings Account one RMB Current Account (RMB Current Account is only available to customers aged 18 or above).
 - 2.2 Account holder(s) of a Personal (Non-Hong Kong Residents) Account must not be holder(s) of any Hong Kong Identity Card(s). An individual account holder of a Personal (Non-Hong Kong Residents) Account must notify the Bank in writing immediately if he/she becomes a Hong Kong resident.

C. Personal RMB Cheque

3. Personal (Hong Kong Residents) Accounts
 - 3.1 RMB cheques issued under a Personal (Hong Kong Residents) Account can be used in Hong Kong, and can only be drawn to make payments of consumer spending in the Guangdong province in Mainland China (including Shenzhen). Such RMB cheques are not transferable.

3.2 Holders of Personal (Hong Kong Residents) Accounts shall ensure that the total amount of RMB cheques (that are issued and drawn in relation to the payment for the acquisition of consumer goods and/or services within the Guangdong Province in Mainland China (including Shenzhen)) presented for payment under the RMB Current Account on any day does not exceed RMB80,000.

4. Personal (Non-Hong Kong Residents) Accounts

4.1 RMB cheques issued and drawn under a Personal (Non-Hong Kong Residents) Account shall only be used in Hong Kong.

D. Remittance

5. Personal (Hong Kong Residents) Accounts

5.1 When making RMB telegraphic transfers from Hong Kong to Mainland China through a Personal (Hong Kong Residents) Account, the account holder name of the beneficiary and that of the remitter must be the same. The daily maximum amount of remittance for an account holder of Personal (Hong Kong Residents) Account(s) is RMB80,000.

6. Personal (Non-Hong Kong Residents) Accounts

6.1 Remittance of any RMB amount through any Personal (Non-Hong Kong Residents) Account maintained with the Bank to/from the People's Republic of China shall be subject to the approval from the relevant authorities in or of the People's Republic of China.

Notes:-

1. *All the information set out in this Information Sheet is provided to the best of the Bank's knowledge and understanding of the relevant law, rules, regulations, directions and guidelines governing or otherwise applicable to the RMB account or RMB services. The Bank is not liable for the accuracy or completeness of the relevant regulations. Customers may visit any of the Bank's branches or contact the staff of the Bank for the most relevant updated information.*
2. *If there is any inconsistency between the English and Chinese versions, the English version shall prevail.*

中信銀行(國際)有限公司(「銀行」)根據不時適用之任何法律、規定、法令,或任何監管機構、政府機構、清算行、交易機構或專業機構發佈之任何(不論是否具有法律效力)規則、指示、指引、守則、通知、限制或類似規定(包括香港及中國內地地區)(「適用規定」),以及銀行一般條款及所有在一般條款內提及的適用特別條款(包括“存款賬戶條款”內的“人民幣儲蓄戶口、人民幣支票戶口及人民幣定期戶口附加條款”或“私人銀行—銀行及投資服務條款”內的“銀行服務條款”(視乎情況而定))(「條款及細則」)列舉銀行為客戶開立人民幣賬戶及提供有關的人民幣服務所適用的限制及限額。本資料說明只供客戶作參考之用,而有關限制及限額將以有關機構所發佈相關的適用規定為準。

A. 定義

1. 除本文內容另有所指,本資料說明中,所用之詞彙及措詞應具有以下涵義:
 - 「香港居民」指持有香港身分證之個人人士,即使該人士也許同時持有其他司法管轄區的居民或公民身份證明。「非香港居民」亦據此相對地理解。
 - 「個人(香港居民)戶口」指銀行應一名或以上個人人士向銀行申請以香港居民身份開立,而開立及維持的人民幣戶口(定義見條款及細則)。
 - 「個人(非香港居民)戶口」指銀行應一名或以上個人人士向銀行申請以非香港居民身份開立,而開立及維持的人民幣戶口(定義見條款及細則)。個人(非香港居民)戶口的所有戶口持有人均須為非香港居民。

B. 一般開戶/提供人民幣服務的要求

2. 個人戶口
 - 2.1 任何個人人士可向銀行申請開立人民幣儲蓄戶口及/或一個人民幣支票戶口(人民幣支票戶口適用於 18 歲或以上之客戶)。
 - 2.2 個人(非香港居民)戶口的戶口持有人必須並非為任何香港身分證的持有人。倘若持有個人(非香港居民)戶口的個人人士成為香港居民,該個人人士必須立即以書面形式通知銀行。

C. 個人人民幣支票

3. 個人(香港居民)戶口
 - 3.1 個人(香港居民)戶口所簽發之人民幣支票可於香港使用,而在中國內地地區之使用僅限於中國廣東省(包括深圳)消費性支出。該等人民幣支票是不可轉讓的。
 - 3.2 個人(香港居民)戶口的持有人須確保任何一天內就人民幣支票戶口要求付款之有關在中國廣東省(包括深圳)購買消費品及/或接受服務費用之支票總額不得超過最高限額人民幣 80,000 元。
4. 個人(非香港居民)戶口
 - 4.1 個人(非香港居民)戶口所簽發及提取的人民幣支票將只可於香港使用。

D. 匯款

5. 個人(香港居民)戶口

- 5.1 透過個人(香港居民)戶口委辦從香港到中國內地地區的人民幣電匯匯款，收款人與匯款人的戶名必須完全相同。每個個人(香港居民)戶口持有人每日匯款之最高限額為人民幣 80,000 元。

6. 個人(非香港居民)戶口

- 6.1 透過個人(非香港居民)戶口匯款人民幣款項往來中華人民共和國，將受中華人民共和國內或其有關機關批核。

Notes:-

1. 本資料說明載列所有資料乃根據銀行對有關法律、規則、規定、指示以及適用於人民幣戶口或人民幣服務之規定指引所知及理解而提供。銀行對有關規定的準確性或完全性概不負上任何責任。客戶可親臨銀行任何分行或與銀行職員聯絡了解有關更新資料。
2. 本文的中英文版本如有任何意義差歧，概以英文版本為準。

The Terms and Conditions are a set of Specific Terms and Conditions referred to in the General Terms and Conditions which I/we have agreed to be bound by. I/We may from time to time apply for an ATM Card (the "**Card**") and agree that each ATM Card is issued by the Bank subject to these Terms and Conditions, the General Terms and Conditions and such other terms as may be agreed between me/us and the Bank in relation thereto.

1. The Card is issued for use on any Automated Teller Machine ("**ATM**") or Direct Debit Services of the Bank or of any third party(ies) acceptable to the Bank.
2. The Card is and will be, at all times, the property of the Bank and I/we shall surrender the Card to the Bank immediately upon the Bank's demand.
3. The Card will only be used by me/us and is not transferable.
4. The Bank will issue a personal identity number ("**PIN**") for the Card to me/us at such time and in such manner as the Bank thinks fit. I/We should destroy the original printed PIN immediately and should not allow any other person to use my/our Card and PIN. I/We should not write down the PIN on the Card or record the PIN without disguising it. I/We may change my/our PIN at any ATM. However, my/our telephone numbers, identity card or passport numbers and other easily accessible personal information should not be used as my/our PIN. I/We should not use the same PIN for the Card and for accessing other services, whether banking or not (for example, connection to the internet or accessing other websites).
5. I/We shall at no time and under no circumstances disclose my/our PIN to any person. I/We shall be fully responsible for all transactions effected through use of the Card by any person whomsoever whether or not authorized by me/us. I/We shall report to the Bank immediately in writing of any loss of the Card or disclosure of the PIN to any unauthorized person. I/We will be responsible for all transactions effected through use of the Card not authorized by me/us before the Bank has received report of the loss of the Card or disclosure of the PIN. I/We will also be liable for all losses if I/we act fraudulently or with gross negligence.
6. Notwithstanding the terms of any account mandate or other agreement between me/us and the Bank governing the operation of my/our account, the Bank is hereby authorized, but is not obliged, to accept and act upon instructions given or purported to be given by me/us through use of the Card in connection with any of my/our accounts specified by me/us for the purpose of my/our Card and acceptable to the Bank.
7. The scope of transactions which may be effected through use of the Card shall be determined by the Bank and notified to me/us from time to time.

此等條款為本人/吾等同意受約束之一般條款中所指的特別條款。本人/吾等可不時申請自動櫃員機提款卡(「**提款卡**」)，並同意每張由銀行發出之提款卡均受此等條款、一般條款及本人/吾等與銀行就有關事項協定之其他條款所限制。

1. 此提款卡適用於銀行或任何銀行接受的第三者之自動櫃員機(「**櫃員機**」)或直接扣賬服務。
2. 此提款卡於任何時間均為銀行之財物。在銀行要求下，本人/吾等須即時將提款卡交回銀行。
3. 此提款卡只供本人/吾等使用，不可轉讓。
4. 銀行將按其認為合適的方式及時間向本人/吾等發出提款卡的私人密碼(「**密碼**」)。本人/吾等應立刻銷毀原有印發密碼之信件，以及不容許任何其他人士使用本人/吾等之提款卡及密碼。本人/吾等不應將密碼寫在提款卡上或在沒有掩飾下記錄密碼。本人/吾等可於自動櫃員機更改本人/吾等之密碼。然而，本人/吾等之電話號碼、身份證或護照號碼及其他極為容易取得之個人資料，均不應用作本人/吾等之密碼。本人/吾等不應使用相同密碼於提款卡及連接其他銀行或其他類型的服務(例如連接互聯網或進入其他網站)。
5. 本人/吾等於任何時間及情況下均不可披露本人/吾等之密碼予任何人士。本人/吾等均必須對由任何人士，不論是否由本人/吾等授權的通過使用提款卡而進行的所有交易負責。本人/吾等必須以書面向銀行即時報告任何失卡，或被任何未授權人士得悉密碼。本人/吾等將對並非本人/吾等授權，並在銀行收到失卡或披露密碼之報告前進行之所有交易負責。本人/吾等亦須對本人/吾等的欺詐或嚴重疏忽之行為負責。
6. 儘管任何戶口委託書或本人/吾等與銀行協定之其他協議之條款規限本人/吾等之戶口操作，銀行茲獲授權，但並無義務接納並按照本人/吾等通過銀行接納就本人/吾等指定之戶口通過使用提款卡所發出或宣稱發出之指示作為。
7. 通過提款卡所進行之交易範圍須由銀行決定，並不時由銀行通知本人/吾等。

These Terms and Conditions are a set of Specific Terms and Conditions referred to in the General Terms and Conditions which I/we have agreed to be bound by. I/We may from time to time use i-banking Service supplied by China CITIC Bank International Limited (the "Bank", which expression shall include all its branches and offices wherever situated, its successors and assigns), and agree that the i-banking Service of the Bank will be subject to these Terms and Conditions, the General Terms and Conditions and such other terms as may be agreed between me/us and the Bank in relation thereto.

1. Definitions and Interpretation

- 1.1. In these Terms and Conditions, the following words and expressions shall have the following meanings:

"Business Day" means a day on which the Bank is open for banking business in Hong Kong but excluding Saturday and Sunday.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"i-banking Instruction" means any enquiry, request, application, instruction or communication that is received by the Bank through, or in connection with, i-banking Service.

"i-banking Service" means any electronic or internet banking services from time to time supplied by the Bank, which enable me/us to give instructions to the Bank and/or obtain information from the Bank through internet at such website or portal as designated by the Bank from time to time or through such other means as the Bank may from time to time prescribe.

"Representative" means the person that I/we have authorised to have access to, and/or use, i-banking Service on my/our behalf, and shall include any authorized person appointed by me/us to act on my/our behalf in relation to i-banking Service.

"Security Code" means any password, code or number, or any other identification whether issued to me/us or to any Representative by the Bank or adopted or self-selected by me/us or by any Representative (including any login ID), for access and/or use of i-banking Service.

"Transaction" means a transaction effected by the Bank pursuant to, or in connection with, an i-banking Instruction.

- 1.2. Clause headings are inserted for convenience only and shall be ignored in construing these Terms and Conditions.
- 1.3. Unless the context otherwise requires, words importing the singular include the plural and vice versa and any gender includes all genders. Any reference in these Terms and Conditions to a "person" includes an individual, a company, sole proprietorship, partnership, trust or body unincorporated.
- 1.4. Any references in these Terms and Conditions to "including" or "include" means including or includes without limitation.

2. Scope of Service, Limits on Amounts and Cut-off Time

- 2.1. The scope and types of service made available by the Bank, the applicable restrictions and transaction limits, the cut-off time and date applicable to a particular type of service, the applicable service fees and other features in respect of the i-banking Service will be determined by the Bank from time to time at its absolute discretion.

- 2.2. The Bank is entitled at any time, without any further verifications, to act on i-banking Instructions for:-
- i. my/our applications for any new service, product, account, loan or other facility from time to time provided by the Bank;
 - ii. effecting any transfer of funds for me/us or for effecting any other transactions for me/us in relation to any service, product, account, loan or other facility provided to me/us by the Bank or for entering into any transactions between the Bank and me/us;
 - iii. providing any information, statements, reports to me/us regarding any service, product, account, loan or other facility provided by the Bank and for handling my/our transaction relating to any such service, product, account, loan or facility.
- 2.3. Any transaction or other dealing effected after the daily cut-off time in Hong Kong or on a non-Business Day may be treated for value on the next Business Day.
- 2.4. The Bank may at its sole discretion add to, modify, restrict, suspend or terminate i-banking Service at any time.

3. Security Procedures

- 3.1. I/We shall, and shall ensure that all the Representative(s) will, keep each Security Code confidential. I/We shall be solely responsible for any accidental, intentional or unintentional disclosure to any other person. I/We should:
- i. change the password and login ID provided by the Bank to a self-selected password and login ID in accordance with the Bank's instruction immediately upon receipt of the initial password advice from the Bank,
 - ii. not disclose, or release the login ID, the password or other Security Code to any third party,
 - iii. implement control measures to prevent unauthorized access to the login ID, the password or other Security Code;
 - iv. not write down or record the login ID, the password or other Security Code without disguising it, and
 - v. change the password, the login ID and other Security Code on a regular basis,
- and I/we shall ensure that each Representative shall comply with the aforesaid obligations.
- 3.2. I/We acknowledge that there are risks of any Security Code being abused by the Representative(s) or any other persons or for unauthorized purposes and I/we agree to bear all such risks. I/We shall notify the Bank, in accordance with these Terms and Conditions, upon notice or suspicion of any Security Code being disclosed to or obtained by any unauthorized person or any unauthorized instruction given or transaction effected with any Security Code. I/We shall be responsible for all transactions and dealings involving the use of any Security Code prior to the Bank receiving such notice and the Bank having a reasonable opportunity to take action in respect of such notice.
- 3.3. I/we understand and acknowledge that I/we may be liable for loss suffered by me/us as a result of unauthorised transactions made via the i-banking Service if I/we :-
- i. act fraudulently or with gross negligence;
 - ii. fail to take reasonable steps to keep any Security Code secure and confidential;
 - iii. knowingly allow the use by others of any Security Code; or
 - iv. fail to inform the Bank as soon as reasonably practicable after I/we find or believe that any Security Code has been compromised, lost or stolen or that any unauthorized transaction has been conducted.
- 3.4. The Bank shall have no duty to verify the identity or authority of the person giving an i-banking Instruction if the correct Security Code is used. I/We understand, acknowledge and accept that: (i) the only purpose of the Security Code(s) is to determine the authenticity and not to determine the accuracy of, nor discover errors in, any instruction or content of the information, transmitted, through i-banking Service and I/we shall

be solely responsible for the duplication of any of my/our instructions and for the accuracy of the content of my/our instructions and their transmission to the Bank; (ii) that the procedure of authentication and verification through any Security Code constitutes a commercially reasonable and acceptable security procedure; and (iii) that the Bank will rely on any Security Code as if it were my/our name and signature; and (iv) that no procedure has been established to discover transmission errors or in the content of the information accessed or i-banking Instructions.

- 3.5. Any Security Code shall remain effective until changed by me/us and accepted by the Bank or until cancelled by the Bank.
- 3.6. The Bank is under no obligation or duty concerning the allocation or use of any Security Code by me/us to any person or selection of the Representative(s) by me/us. I/We acknowledge that the Bank is not obliged to ascertain the identity of any Representative(s) or to ascertain whether any Security Code is being actually used by me/us or the Representative(s) for me/us. I/We accept the sole responsibility for the security measures and all arrangements controlling the use of any Security Code.
- 3.7. The Bank may reject any access to i-banking Service and all requests for information or transmittal of information or instructions which do not comply with the authentication procedure as determined by the Bank from time to time. The Bank shall not incur any liability, and I/we agree to indemnify, release and hold the Bank harmless if it rejects any access, inquiry and/or instruction as herein indicated.
- 3.8. The Bank may at any time modify all or any of the security procedures established for i-banking Service, including, but not limited to, modification of the rules of operation, delivery of any Security Code and authentication procedures.

4. i-banking Instructions

- 4.1. I/We shall ensure that, at all times, each Representative has the necessary powers and authorisation required for giving i-banking Instruction. The Bank shall in no event be liable for the lack of powers of any Representative.
- 4.2. Any i-banking Instruction, once given, may not be amended, revoked or withdrawn without the prior consent of the Bank. Any i-banking Instruction acted on by the Bank in good faith shall be binding on me/us without the need of any further confirmation. The Bank will not further verify the authenticity of any i-banking Instruction and may treat all apparently valid i-banking Instructions received by the Bank as instructions properly authorised by me/us even if made fraudulently and even if they conflict with the terms of any other instructions or mandates given by me/us at any time concerning my/our accounts or affairs.
- 4.3. I/We am/are responsible for the accuracy and completeness of i-banking Instructions and for ensuring the instructions as transmitted correctly. If a dispute arises at any time in relation to the contents of any i-banking Instruction or any related Transaction, the Bank's relevant recordings shall be conclusive evidence of such contents.
- 4.4. The Bank will only act upon or carry out an i-banking Instruction in so far as it is practicable or reasonable for it to do so and in accordance with its regular business practices and procedures. Any i-banking Instruction received by the Bank outside the normal business hours of the Bank or on a non-Business Day may be considered to have been received by the Bank on the next Business Day.
- 4.5. Notwithstanding any provision in these Terms and Conditions to the contrary, the Bank may, at its sole discretion, refuse to carry out any i-banking Instruction without giving any notice or reason to me/us.

5. My/Our Undertaking

- 5.1. I/We shall use, and shall ensure that the Representative(s) shall use, the i-banking Service in accordance with these Terms and Conditions and the operation policies, procedures and guides relating to i-banking Service provided by the Bank from time to time.
- 5.2. I/We undertake not to tamper with, modify, decompile, reverse engineer or otherwise alter or gain unauthorized access to any part of i-banking Service or the Bank's website or any of the software comprised in them. The Bank is entitled to terminate the use of i-banking Service by me/us without notice and to take legal action against me/us for breach of this undertaking.
- 5.3. I/We shall notify the Bank as soon as I/we or any Representative(s) encounter any irregularity or difficulty in using i-banking Service.
- 5.4. Once it has come to my/our attention that the Security Code has become lost or stolen or otherwise compromised, or that the i-banking Service may, for whatever reason, be liable to misuse, I/we must immediately notify the Bank, such notification to be confirmed in writing within three days. Unless the bank receives effective notification as outlined above, I/we may be liable in respect of any use of and/or transactions made via i-banking Service as a result. I/We will cooperate fully with the Bank in its investigation into the circumstances of the loss, theft or misuse of Security Code, including to provide the Bank all relevant information as to the circumstances of the loss, theft or misuse of Security Code and take all steps deemed necessary by the Bank to assist the Bank in relation to these matters. In the event of any such loss, theft or misuse whether actual or as suspected by the Bank, the Bank may provide the police with any information it considers relevant.

6. Technical Requirements

- 6.1. I/We must, at my/our sole cost and responsibility, ensure that the equipment used to access i-banking Service is reliable, compatible and meets the minimum specifications required for the purpose.
- 6.2. It is my/our sole responsibility to maintain, update and, eventually, modify the equipment in accordance with any technical requirements which may be introduced in the future.

7. Rate information inquiry

Any exchange rate, loan rate or interest rate quoted by the Bank in the course of providing i-banking Service is for reference only and is not binding on the Bank unless confirmed by the Bank. Such confirmed exchange rate, loan rate or interest rate, if accepted by me/us through i-banking Service, shall be binding on me/us notwithstanding that a different exchange rate, loan rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication.

8. Recordings, records and reference numbers

The Bank is authorized to record by any means all i-banking Instructions between the Bank and me/us or any person acting on my/our behalf, and to keep those recordings for as long as the Bank considers necessary.

9. Interruption of the system

- 9.1. The Bank shall always have the right to, at its sole discretion and without notice, where considered necessary or advisable to do so, suspend and or temporarily cancel:
 - i. my/our access to i-banking Service;
 - ii. my/our access to and use of any services provided by the Bank if the Bank discovers any irregularity and / or in order to carry out any works for updating or maintaining a quality service, increasing security or data processing.

Bank will not reactivate any such services until the reasons for such suspension have effectively been overcome to the satisfaction of the Bank.

- 9.2. The Bank shall not be responsible for any direct or indirect loss or damage (including, but not limited to, damage to my/our data, software, and computer hardware or telecommunications equipment) caused directly or indirectly by my/our use of i-banking Service or the information provided through i-banking Service. In no event will the Bank be responsible for costs, damages, losses, expenses or liabilities of any kind whatsoever which may arise or allegedly arise in relation to i-banking Service, or in relation to any failure, error, omission, interruption, defect, delay in the operation, transmission or receipt, computer virus or failure of the systems or lines, except caused by the negligence or wilful default of the Bank.
- 9.3. The Bank disclaims all conditions, warranties or other terms whether expressed or implied by statute, custom or usage relating to the information contained in or omitted from i-banking Service.

10. Suspension or termination of service

- 10.1. The Bank may suspend or terminate i-banking Service upon closure of my/our accounts, services or otherwise. Suspension or termination by me/us of i-banking Service shall be effective only after written notice of such suspension or termination has been given to the Bank and the Bank has a reasonable opportunity to act upon the notice.
- 10.2. The Bank shall not be liable for any loss or damage suffered by me/us as a result of or arising out of any voluntary or involuntary suspension or termination of i-banking Service for any reason whatsoever.
- 10.3. In addition, the Bank may at any time suspend i-banking Service if it receives any notification made or purportedly made by me/us or the Representative(s) in respect of the loss, theft or possible compromise of any Security Code or if I/we breach any of my/our obligations under these Terms and Conditions.
- 10.4. Either party may terminate i-banking Service any time by giving a thirty (30) days prior written notification the Bank may terminate i-banking Service without any notice on the grounds that if I/we breach any of my/our obligations under these Terms and Conditions.
- 10.5. Upon termination of i-banking Service, my/our ability to access and utilise i-banking Service will cease provided, however, each transaction or dealing that has been initiated prior to the termination date, as determined by the Bank, that has not been fully executed, will not be rescinded (unless the Bank, in its sole discretion, determines otherwise) and shall remain subject to the terms and conditions of these Terms and Conditions until fully completed.

11. Fees and Costs

- 11.1. I/We agree to pay such charges (if any) for the provision of i-banking Service, as the Bank shall advise me/us from time to time.
- 11.2. The Bank may vary its charges and the frequency and dates of payment of such charges on giving me/us not less than thirty (30) days notice. These charges are in addition to any charges for specific banking or other services the Bank might provide in response to i-banking Instructions. I/We should inform the Bank if I/we wish to receive details of the Bank's charges for particular banking or other services.
- 11.3. I/We authorise the Bank to debit any of my/our accounts with any charges for the provision of i-banking Service.
- 11.4. I/We shall pay all costs, if any, of communicating with the Bank through i-banking Service.

12. Proprietary Rights

- 12.1. I/We acknowledge and accept that i-banking Service, as well as all of its components, including, without limitation to, technical, literature or any other processes, software, hardware, documents and information contained in or incorporated into the same: (i) are the property of the Bank and of other interested parties (or both), including third parties from whom the Bank has obtained rights including licenses and rights to issue licenses; and (ii) constitute trademarks or copyrights. The Bank retains all proprietary right and any other right which it has, on its own or through third parties, or in the future it may have over i-banking Service, including all service elements. The Bank, at its sole discretion, may provide or make available to me/us, with or without charge to me/us, revisions, updates, and modifications to the services and to the instructional, informative or any other documents, if any, associated with i-banking Service.
- 12.2. I/We will not copy or duplicate on my/our own or through other persons or entities, nor will I/we allow another to copy or duplicate, all or any part of i-banking Service module, document or component without the Bank's prior written consent. I/We acknowledge and agree that I/we shall not directly or indirectly sell, lease, license, assign, transfer or otherwise charge or encumber any specification documents, templates and formats, systems or programs and any other materials, software, hardware, equipment or information, relevant to i-banking Service which are from time to time in whole or in part provided, developed and/or utilized by the Bank or by me/us in connection with i-banking Service.
- 12.3. The Bank has no responsibility or liability to me/us for any damages, expenses or costs which I/we may suffer or incur arising from or referable to the installation or operation of i-banking Service components (including, without limitation, any software or hardware), unless this is caused by the Bank's negligence or wilful default.

13. Limitation of liability and indemnification

- 13.1. I/We acknowledge there are certain security, corruption, transmission error and access availability risks associated with using internet and I/we expressly assume such risks. The Bank makes no warranty or representation as to the foregoing. I/We am/are satisfied with the adequacy and suitability of i-banking Service as a delivery mechanism for data and instructions and of the security procedures.
- 13.2. Except as expressly set out in these Terms and Conditions, the Bank does not make any warranties concerning i-banking Service or its system, including, without limitation, any warranties on satisfactory quality, merchantability or fitness for a particular purpose.
- 13.3. The Bank shall not at any time incur any liability to me/us (and I/we hereby expressly waive and release any and all claims and causes of action which I/we may at any time have against the Bank) in connection with any acts, omissions or circumstances at any time arising out of or relating to these Terms and Conditions, or a transaction contemplated by these Terms and Conditions (other than any such acts or omissions amounting to negligence or wilful misconduct on the part of the Bank).
- 13.4. Without limiting the foregoing, the Bank: (i) shall not be obligated to accept, and shall not be liable for failing to accept, any i-banking Instruction; (ii) shall not be liable for any failures, delays, errors, claims or damages in the execution or effectuation of any transaction occasioned by the fault or negligence of any other bank or party, nor shall the Bank be liable for any other cause beyond its control; (iii) shall not be liable for any errors, defect, breakdown, deficiency, malfunction or failure in respect of the system, software or telecommunication system in relation to i-banking Service (whether belonging to or operated by the Bank or otherwise) except caused by the Bank's negligence or wilful default; (iv) shall not be liable for executing incorrect i-banking Instructions received by it; (v) shall not be liable for failing to execute instructions not received by the Bank and (vi) shall not be liable for malfunctions or capacity reduction in i-banking Service or in public communications facilities not under the Bank's control that may affect the accuracy, timeliness of or transmission of my/our instructions to the Bank or other communications with the Bank.

- 13.5. The Bank shall at all times be indemnified, reimbursed and held harmless by me/us from and against any and all claims, demands, causes of actions, liabilities, losses, damages, costs and expenses which may at any time be imposed upon, incurred or suffered by, or asserted against the Bank in connection with any acts, omissions or circumstances arising out of or relating to these Terms and Conditions, or any breach by me/us of these Terms and Conditions, or any other matter or transaction contemplated by these Terms and Conditions (other than any such acts or omissions amounting to gross negligence or wilful misconduct on the part of the Bank).

14. Other Banking Agreements with the Bank

- 14.1. I/We agree that the Bank is entitled to rely on the i-banking Instruction, notwithstanding anything to the contrary contained in any other agreements or contracts between the Bank and me/us in relation to my/our accounts or the banking facilities and/or services provided to me/us by the Bank ("**Other Banking Agreements**"). Any references in the Other Banking Agreements to instructions, notifications or other communications between me/us and the Bank which are stated to be made in writing may be satisfied by an electronic communication made in accordance to these Terms and Conditions in the context of i-banking Service.
- 14.2. Unless otherwise specified in these Terms and Conditions, each transaction to be effected pursuant to an i-banking Instruction shall also be subject to the terms and conditions of the applicable Other Banking Agreement(s). I/We shall ensure that the proposed transaction shall comply with the terms and conditions of the applicable Other Banking Agreement(s) prior to giving i-banking Instruction to the Bank.
- 14.3. I/we understand that the Bank may from time to time introduce supplementary terms to these Terms and Conditions of which I/we will be notified.

15. Other Information

The Bank does not warrant or represent that the information provided through i-banking Service is accurate, sufficient, up-to-date or error free. Some of the information available through i-banking Service may be identified on the screens or in any user guide in respect of any electronic media as subject to a disclaimer or other provisions. If I/we rely on that information, I/we do so subject to the disclaimer or those provisions.

16. Miscellaneous

- 16.1. The Bank may at any time amend or vary any provision of these Terms and Conditions by giving prior written notice to me/us in accordance with the requirements of applicable codes and guidelines.
- 16.2. No act, omission or delay by the Bank shall be a waiver of the Bank's rights or remedies under these Terms and Conditions unless otherwise agreed in writing by the Bank.

17. Rights of Third Parties

Except as otherwise expressly stated in these Terms and Conditions, no one other than a party to these Terms and Conditions may enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance, Cap. 623 of the Laws of Hong Kong. Where any clause of these Terms and Conditions entitles any third party to enforce any term of these Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance, the parties reserve the right to vary that term or any other term of these Terms and Conditions without the consent of that third party.

18. Law and Jurisdiction

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 Hong Kong courts.

19. Governing Version

The English version of these Terms and Conditions shall prevail wherever there is a discrepancy between the English and the Chinese versions.

(Last Updated on Jan 2016)

本網上理財服務條款是本人/吾等同意遵守的一般條款內提及的一系列特別條款。本人/吾等可能不時使用中信銀行(國際)有限公司(“銀行”，該詞應包括其所有分行和辦事處(不論位於何地)、其繼承人和受讓人)提供的網上理財服務，並同意銀行的網上理財服務將受限於本網上理財服務條款、一般條款以及本人/吾等就此與銀行同意的其他條款。

1. 定義與釋義

1.1. 在本網上理財服務條款中，下列詞語和表述應具有下述含義：

“營業日” 指銀行在香港開門營業的日子，不包括星期六和星期日。

“香港” 指中華人民共和國香港特別行政區。

“網上理財指示” 指銀行通過網上理財服務收到的或與網上理財服務有關的任何查詢、要求、申請、指示或通信。

“網上理財服務” 指銀行不時提供的任何電子或互聯網理財服務，此等服務能使本人/吾等在銀行不時指定的網站或埠通過互聯網或通過銀行不時規定的其他方式向銀行發出指示及/或獲取銀行發出的資訊。

“代表” 指獲本人/吾等授權代表本人/吾等獲取及/或使用網上理財服務的人士，並應包括由本人/吾等指定在網上理財服務方面代表本人/吾等行事的授權人。

“密碼” 指為了獲取及/或使用網上理財服務，銀行發給本人/吾等或任何代表的或本人/吾等或任何代表採用的或自行選擇的任何密碼、代碼或號碼或任何其他識別碼(包括任何用戶名稱)。

“交易” 指銀行根據網上理財指示所執行的或與網上理財指示有關的交易。

1.2. 條款標題僅為方便查閱而設，在解釋本網上理財服務條款時不予考慮。

1.3. 除上下文另有要求外，表示單數的詞語亦包括複數的含義，反之亦然；任何一種詞性的詞語包括所有詞性的含義。本網上理財服務條款中提及的“人士”包括個人、公司、獨資企業、合夥企業、信託或非法人團體。

1.4. 本網上理財服務條款中提及的“包括”指包括但不限於。

2. 服務範圍、金額限制和截止時間

2.1. 銀行提供服務的範圍和類別、適用的限制和交易限額、適用於某一特定類別服務的截止時間和日期、網上理財服務適用的服務費及其他內容將由銀行不時絕對酌情決定。

2.2. 銀行有權在任何時間及沒有任何進一步的驗證下按網上理財指示：

- i. 接受本人/吾等就銀行不時提供的任何新服務、產品、帳戶、貸款或其他信貸額度的申請；
- ii. 為本人/吾等進行資金轉賬或為本人/吾等執行任何其他關於銀行提供給本人/吾等的任何服務、產品、帳戶、貸款或其他信貸額度的交易或訂立銀行與本人/吾等之間的任何交易；
- iii. 向本人/吾等提供任何關於銀行提供的任何服務、產品、帳戶、貸款或其他信貸額度的資訊、說明、報告，及處理本人/吾等關於上述任何服務、產品、帳戶、貸款或信貸額度的交易。

- 2.3. 在香港每日截止時間之後或在非營業日進行的任何交易或其他業務往來於下一營業日處理。
- 2.4. 銀行可在任何時間自行酌情決定增加、修改、限制、中止或終止網上理財服務。

3. 保密程序

- 3.1. 本人/吾等應(並應確保所有代表均)對每一個保密碼保密。本人/吾等應對向任何其他人作出的任何意外性的、有意或無意的披露負全責。本人/吾等應當：
- i. 在收到銀行的初始密碼通知後，立即根據銀行的指示，將銀行提供的密碼和用戶名稱變更為自行選擇的密碼和用戶名稱，
 - ii. 不向任何第三方披露或洩露用戶名稱、密碼或其他保密碼，
 - iii. 採取控制措施，防止他人未經授權使用用戶名稱、密碼或其他保密碼；
 - iv. 不在未加掩飾的情況下寫下或記錄用戶名稱、密碼或其他保密碼，及
 - v. 定期變更密碼、用戶名稱和其他保密碼。

並且本人/吾等應確保每位代表遵守上述義務。

- 3.2. 本人/吾等承認存在保密碼被代表或任何其他人濫用或被用於未獲授權目的的風險，本人/吾等同意承擔所有此類風險。本人/吾等應在獲悉或懷疑任何保密碼被披露給任何未獲授權人士或被任何未經授權人士獲得或用任何保密碼發出任何未經授權的指示或進行任何交易後，按照本網上理財服務條款通知銀行。在銀行收到上述通知並有合理機會就上述通知採取行動之前，本人/吾等應對所有使用保密碼的交易和業務往來負責。
- 3.3. 本人/吾等明白及確認本人/吾等可能需對由本人/吾等於網上理財服務引致的未經授權交易承擔責任，如果本人/吾等：
- i. 有欺詐行為或嚴重疏忽；
 - ii. 沒有採取合理措施對保密碼予以保密；
 - iii. 故意允許他人使用保密碼；或
 - iv. 沒有在本人/吾等發現或認為保密碼已洩露、遺失或被盜或已進行任何未經授權交易後合理可行的情況下儘快通知銀行。
- 3.4. 在使用正確保密碼的情況下，銀行沒有義務核實發出網上理財指示的人士的身份或許可權。本人/吾等理解、承認並同意：(i)保密碼的唯一目的是確定真實性，而不是確定通過網上理財服務傳輸的任何指示或資訊內容的準確性，亦不是為發現任何指示或資訊內容的錯誤，本人/吾等應對本人/吾等任何指示的重複行事、本人/吾等指示內容的準確性以及指示傳輸給銀行負全責；(ii)通過保密碼進行的認證核實程序構成商業上合理且可接受的保密程序；並且(iii)銀行將會依賴保密碼，如同其是本人/吾等的名字和簽名一樣；並且(iv)目前未設立任何程序來發現傳送錯誤或所取得的資訊或網上理財指示的內容錯誤。
- 3.5. 保密碼應持續有效，直至本人/吾等變更保密碼並為銀行所接受，或直至銀行取消保密碼。

- 3.6. 銀行無需就本人/吾等將密碼分配給或用於任何人或本人/吾等選擇的代表承擔任何義務或責任。本人/吾等承認，銀行沒有義務查明任何代表的身份或查明密碼實際是由本人/吾等使用還是由代表代本人/吾等使用。本人/吾等同意就安全措施以及控制密碼使用的所有安排負全責。
- 3.7. 銀行可以拒絕任何對網上理財服務的獲取以及不符合銀行不時釐定的認證程序的索取資訊或傳送資訊或指示的所有要求。在銀行按本條款規定拒絕服務獲取、詢問及/或指示時，銀行不負有任何責任，而本人/吾等同意，向銀行作出彌償，解除銀行義務，使之免受損害。
- 3.8. 銀行可隨時修訂其為網上理財服務所設立的所有或任何安全程序，包括但不限於修訂密碼操作、交付規則和認證程序。

4. 網上理財指示

- 4.1. 本人/吾等應確保每一位代表在任何時間均擁有發出網上理財指示所需的必要權力和授權。銀行在任何情形下均無需對任何代表缺少權力承擔任何責任。
- 4.2. 未經銀行事先同意，網上理財指示一旦發出即不得修改、撤銷或撤回。銀行誠信行事的任何網上理財指示對本人/吾等具有約束力，無需進一步確認。銀行不會進一步核實任何網上理財指示的真實性，並且可能將銀行收到的所有明顯有效的網上理財指示視為本人/吾等適當授權的指示，即使該等指示是欺詐作出的並且與本人/吾等在任何時間發出的與本人/吾等帳戶或事務有關的任何其他指示或指令的條款不一致。
- 4.3. 本人/吾等須負責網上理財指示的準確性和完整性，並負責確保指示傳送正確。如在任何時間就網上理財指示或任何相關交易的內容發生爭議，銀行的相關記錄應為該等內容的決定性證據。
- 4.4. 銀行僅在切實可行或合理的範圍內並依照其通常的商業慣例和程序，根據網上理財指示行事或執行網上理財指示。銀行在其正常營業時間以外或在一非營業日收到的任何網上理財指示可視為由銀行在下一個營業日收到。
- 4.5. 即使本網上理財服務條款有任何相反的規定，銀行可自行酌情決定拒絕執行任何網上理財指示，無需向本人/吾等發出通知或說明理由。

5. 本人/吾等的承諾

- 5.1. 本人/吾等應(並應確保代表)按照本網上理財服務條款和銀行不時提供的關於網上理財服務的操作政策、程序和指引使用網上理財服務。
- 5.2. 本人/吾等承諾不會對網上理財服務的任何部分或銀行的網站或其所包括的任何軟體進行篡改、修改、反編譯、逆向工程或以其他方式變更或未經授權使用網上理財服務的任何部分或銀行的網站或其所包括的任何軟體。銀行有權終止本人/吾等使用網上理財服務，無需發出通知，並有權就本人/吾等違反本承諾對本人/吾等採取法律行動。
- 5.3. 本人/吾等或任何代表在使用網上理財服務時若遇到任何違規行為或困難，本人/吾等應儘快通知銀行。

5.4. 當本人/吾等注意到保安密碼已洩露，遺失或被盜，或注意到網上理財服務因任何其他原因可能被盜用，本人/吾等必須立即通知銀行，該通知須在三天內以書面形式進行確認並全力協助銀行調查。除非銀行收到上述有效通知，本人/吾等可能須對網上理財服務的使用及/或交易負責。如銀行懷疑或証實保安密碼已洩露，遺失或被盜，銀行可能會將相關資料提供給警方。

6. 技術要求

- 6.1. 本人/吾等必須自行承擔全部費用和責任，確保獲取網上理財服務所使用的設備是可靠的、相容的且符合為此目的所要求的最低規格要求。
- 6.2. 本人/吾等負全責根據將來可能採用的任何技術要求對設備進行維護、更新及最終進行改裝。

7. 費率資訊查詢

銀行在提供網上理財服務過程中所報的任何匯率、貸款利率或利息率僅供參考，對銀行不具有約束力，經銀行確認的除外。如本人/吾等通過網上理財服務接受上述經確認的匯率、貸款利率或利息率，則該等匯率、貸款利率或利息率對本人/吾等具有法律約束力，即使銀行在相關時間通過其他通訊方式所報的匯率、貸款利率或利息率可能會有所不同。

8. 錄音、記錄和參考數位

銀行有權通過任何方式記錄銀行與本人/吾等或代表本人/吾等行事的任何人士之間進行的所有網上理財指示，並將此等記錄保存銀行認為必要的期限。

9. 系統中斷

- 9.1. 銀行一向有權自行酌情決定，無需發出通知，在其認為必要或適當時中止及/或暫時取消：
- i. 本人/吾等獲取網上理財服務；
 - ii. 本人/吾等獲取及使用銀行提供的任何服務 (如果銀行發現任何違規行為及/或為了開展更新或維護某項優質服務、提升安全性或資料處理方面的工作)。

在上述中止事件已有效克服及令銀行滿意之前，銀行不會恢復提供上述任何服務。

- 9.2. 對於本人/吾等使用網上理財服務或通過網上理財服務提供資訊所直接或間接導致的任何直接或間接的損失或損害 (包括但不限於本人/吾等資料、軟體和電腦硬體或通訊設備的損壞)，銀行無需承擔任何責任。在任何情形下，銀行均無需對可能或聲稱因網上理財服務或因任何不履行、差錯、遺漏、中斷、缺陷、運作或傳送或接收過程中的延誤、電腦病毒或系統或線路故障而產生的任何性質的費用、損害、損失、開支或責任承擔任何責任，因銀行疏忽或故意違約所導致的除外。
- 9.3. 銀行聲明其未作出法例、慣例或習慣所明示或默示的有關網上理財服務中包含或未包含的資訊的所有條件、保證或其他條款。

10. 服務的暫停或終止

- 10.1. 銀行可在本人/吾等帳戶、服務或其他項目關閉時暫停或終止網上理財服務。本人/吾等暫停或終止網上理財服務僅在上述暫停或終止的書面通知發給銀行且銀行有合理機會根據通知行事之後方才有效。
- 10.2. 對於本人/吾等因任何原因自願或非自願暫停或終止網上理財服務而遭受的任何損失或損害，銀行無需承擔任何責任。
- 10.3. 此外，如銀行收到由或據稱由本人/吾等或代表發出的關於密碼遺失、被盜或可能洩露的通知，或如本人/吾等違反本網上理財服務條款項下任何義務，銀行可在任何時間暫停網上理財服務。
- 10.4. 任何一方可在任何時間經提前 30 天書面通知終止網上理財服務，但是如本人/吾等違反本網上理財服務條款項下任何義務，銀行可立即終止網上理財服務無需發出通知。
- 10.5. 網上理財服務終止後，本人/吾等將不能獲取和使用網上理財服務，但是，在銀行決定的終止日期之前開始但尚未完全執行的每一項交易或業務往來不會被撤銷（除非銀行自行酌情作出其他決定）並應繼續受限於本網上理財服務條款中的條款和條件，直至全部完成。

11. 費用

- 11.1. 本人/吾等同意按照銀行不時向本人/吾等發出的通知，支付銀行提供網上理財服務的費用（如有）。
- 11.2. 銀行可提前至少三十 (30) 天通知本人/吾等，變更其收費、收費頻率和付款日期。這些收費附加於銀行對於按照網上理財指示可能提供的特定理財服務或其他服務的費用。本人/吾等若希望收到銀行就特定理財服務或其他服務進行收費的詳情，本人/吾等應告知銀行。
- 11.3. 本人/吾等授權銀行將其提供網上理財服務的收費於本人/吾等任何帳戶中扣除。
- 11.4. 本人/吾等應支付通過網上理財服務與銀行進行溝通的所有費用（如有）。

12. 知識產權

- 12.1. 本人/吾等確認並接受，網上理財服務及其所有組成部分（包括但不限於其中所含有的或併入的技術、文獻或任何其他程序、軟件、硬件、文件和資訊）：(i) 均屬銀行及其他利害關係方（或兩者）（包括向銀行提供權利（包括許可權和發出許可的權利）的第三方）的財產；並且 (ii) 構成商標或版權。銀行保留其對網上理財服務（包括所有服務元素）自主擁有的或通過第三方擁有的或將來可能擁有的所有專有權利和任何其他權利。銀行可自行酌情決定有償或無償地向本人/吾等提供其對服務以及與網上理財服務有關的指導性文件、資訊文件或任何其他文件（如有）所作的變更、更新和修改。
- 12.2. 未經銀行事先書面同意，本人/吾等不會自行或通過其他人士或機構複印或複製（亦不會允許他人複印或複製）全部或任何部分的網上理財服務模式、文件或元件。

本人/吾等承認並同意，本人/吾等不得直接或間接地出售、出租、許可、讓與、轉讓全部或部分由銀行或本人/吾等不時就網上理財服務所提供、開發及/或使用的任何與網上理財服務有關的規格文件、範本和格式、系統或程式及任何其他資料、軟件、硬件、設備或資訊，或以其他方式進行抵押或設置權益負擔。

- 12.3. 對於本人/吾等由於或歸因於網上理財服務元件的安裝或操作原因而可能遭受或產生的任何損害、開支或費用，銀行無需對本人/吾等承擔任何責任或義務，但因銀行疏忽或故意違約造成的除外。

13. 責任限制與彌償

- 13.1. 本人/吾等承認，使用互聯網存在若干安全、文件損壞、傳送錯誤和服務可獲取性風險，本人/吾等明確表示會承擔此類風險。銀行並未就前述各項作出任何保證或陳述。本人/吾等對作為資料和指示交付機制的網上理財服務和安全程序的充足性和適當性表示滿意。
- 13.2. 除本網上理財服務條款中明確規定外，銀行並未就網上理財服務或其系統作出任何保證，包括但不限於任何關於滿意的質量、適商性或適於特定用途的保證。
- 13.3. 對於任何時候因本網上理財服務條款而起或與之有關或因本網上理財服務條款所述某項交易而起或與之有關的任何作為、不作為或情況（因銀行的過失或故意不當行為而起的任何此類作為或不作為除外），銀行在任何時候均無需對本人/吾等負有任何責任（並且本人/吾等特此明確放棄和解除本人/吾等在任何時候可對銀行提起的任何及所有索賠和訴訟理由）。
- 13.4. 在不限制前述規定的前提下，銀行：(i) 並無義務接受網上理財指示，並且若未能接受，亦無需承擔任何責任；(ii) 對於因任何其他銀行或當事方的過錯或疏忽而在任何交易執行或實施過程中引起的任何不履約行為、延誤、錯誤、索賠或損害賠償，無需承擔任何責任，銀行亦無需對其不能控制的任何其他原因承擔任何責任；(iii) 對於網上理財服務的系統、軟體或通信系統（不論是屬於銀行或他人還是由銀行或他人操作）的任何錯誤、缺陷、損壞、缺點、故障或失敗，無需承擔任何責任，但因銀行疏忽或故意違約所致的除外；(iv) 無需對其執行其收到的不正確的網上理財指示承擔任何責任；(v) 無需對其未執行其沒有收到的指示承擔任何責任且 (vi) 對於可能影響本人/吾等發給銀行的指示或與銀行的其他通信的準確性、及時性或傳送的網上理財服務的或非由銀行管理的公用通信設施的故障或減容，無需承擔任何責任。
- 13.5. 對於因本網上理財服務條款或因本人/吾等違反本網上理財服務條款或因本網上理財服務條款所述的任何其他事項或交易而起或與之相關的任何作為、不作為或情況（因銀行嚴重過失或故意不當行為而起的任何此類作為或不作為除外），而可能在任何時間對銀行施加的或由銀行產生的或遭受的或主張的任何及所有索賠、要求、訴訟理由、責任、損失、損害、費用和開支，本人/吾等在任何時間均應向作出銀行彌償、償付並應使銀行免受損失。

14. 與銀行的其他理財協議

- 14.1. 即使銀行與本人/吾等就本人/吾等的帳戶或銀行提供給本人/吾等的銀行授信及/或服務達成的任何其他協定或合同（“**其他理財協議**”）中有相反的規定，本人/

吾等同意，銀行可以信賴本人/吾等網上理財指示。其他理財協議中提及的本人/吾等與銀行之間須採用書面形式的指示、通知或其他通信，根據相關條款及細則可通過網上理財服務以電子通信形式進行。

14.2. 除非本條款及細則另有規定，依照網上理財指示執行的每一項交易還須受限於適用的其他理財協議的條款和條件。在網上理財指示發給銀行之前，本人/吾等應確保擬進行的交易符合適用的其他理財協議的條款和條件。

14.3. 本人/吾等明白會被通知銀行會不時推出補充條款至本條款及細則。

15. 其他資訊

銀行並未保證或陳述通過網上理財服務提供的資訊均準確、充分、最新或無誤。通過網上理財服務提供的一些資訊可能在螢幕或電子媒介的任何用戶手冊中標明須受限於免責條款或其他條款。如果本人/吾等信賴該資訊，本人/吾等須遵守該等免責條款或其他條款。

16. 其他規定

16.1. 銀行可在任何時間根據適用守則和指引的要求經事前書面通知本人/吾等，對本網上理財服務條款的任何規定進行修訂或補償。

16.2. 除銀行另行書面同意的，銀行的任何作為、不作為或拖延均不構成銀行放棄其在本網上理財服務條款項下的權利或救濟。

17. 第三者權利

除本條款及細則另有明文訂明外，本條款及細則訂約方以外的任何人士概不可按照《合約(第三者權利)條例》(香港法例第 623 章)的規定強制執行本條款及細則的條款或享有其利益。倘本條款及細則的任何條文明確賦予任何第三方權力根據《合約(第三者權利)條例》執行本條款及細則任何條款，則協議訂約方保留權利可在毋須該第三方同意的情况下修改該條款或本條款及細則任何其他條款。

18. 法律與司法管轄

本網上理財服務條款受香港法例管轄並按其解釋。雙方同意服從香港法院的非專屬管轄。

19. 適用文本

若中英文文本之間存在任何不一致，以本網上理財服務條款的英文文本為準。

(最後更新：2016 年 1 月)

These Terms and Conditions are a set of Specific Terms and Conditions referred to in the General Terms and Conditions which I/We have agreed to be bound by. I/We may from time to time use the eStatement and eAdvice Service (the "Service") supplied by China CITIC Bank International Limited (the "Bank"), and agree that the Service will be subject to these Terms and Conditions, the General Terms and Conditions, Terms and Conditions for i-banking Service and such other terms as may be agreed between me/us and the Bank in relation thereto. I/We can review the most current version of these Terms and Conditions, the General Terms and Conditions, Terms and Conditions for i-banking Service at any time on the website of the Bank at www.cncbinternational.com.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following words and expressions shall have the following meanings:

- (a) **"Account"** means an account maintained by me/us with the Bank;
- (b) **"Advice"** means any advice, report, confirmation, receipt, record, acknowledgement, notice, message or communication issued or made available by the Bank from time to time in paper form in relation to any Account, service or product offered by the Bank, and excludes a Statement;
- (c) **"eAdvice"** means an Advice issued or made available by the Bank from time to time in electronic form under the Service;
- (d) **"eCorrespondence"** means an eStatement or an eAdvice (or both).
- (e) **"eStatement"** means a Statement issued or made available by the Bank from time to time in electronic form under the Service;
- (f) **"Hong Kong"** means the Hong Kong Special Administrative Regions of the People's Republic of China;
- (g) **"i-banking Service"** means any electronic or internet banking services from time to time supplied by the Bank, which enable me/us to give instructions to the Bank and/or obtain information from the Bank through internet at such website or portal as designated by the Bank from time to time or through such other means as the Bank may from time to time prescribe;
- (h) **"Service"** means the eStatement and eAdvice service which the Bank may provide pursuant to these Terms and Conditions;
- (i) **"Statement"** means any statement issued or made available by the Bank from time to time in paper form in relation to my/our Account, service or product offered by the Bank and excludes an Advice; and
- (j) **"Telecommunications Equipment"** includes mobile telephones, laptop computers, desktop personal computers, pocket personal computers, personal digital assistants and any other electronic media or equipment.

2. Scopes of the Service

- 2.1 I/We should have an i-banking Service with the Bank. I/We may use the Telecommunications Equipment, telecommunications service provider and computer software that is capable of receiving and reading the eCorrespondence, as accepted by the Bank from time to time.
- 2.2 The eCorrespondence will be provided to me/us by placing it in my/our i-banking Service as determined by the Bank from time to time.

- 2.3 Where an eCorrespondence is placed in my/our i-banking Service, the Bank has no obligation but may notify me/us that the latest eCorrespondence has been made available by sending a message to my/our mobile of one number or email address (or both) on the record. I/We should ensure the email address and mobile phone number on the Bank's record are at all times valid, up-to-date and capable of receiving the eCorrespondence and any other messages from the Bank.
- 2.4 Upon successful subscription to this Service, I/We understand and agree that the Bank will no longer provide the corresponding Statement or Advice in paper form. At my/our request, the Bank may at its discretion but not obliged to provide the corresponding Statement or Advice in paper form. The Bank has the right to charge a fee for providing the corresponding Statement or Advice to me/us.
- 2.5 I/We agree to review and check my/our i-banking Service for eCorrespondence regularly and/or upon receiving the message notifying me/us the availability of eCorrespondence in my/our i-banking Services. I/We will advise the Bank promptly of any error, omission, discrepancy, unauthorized debit or irregularity in the entries or transactions shown in each eCorrespondence, whether caused by forged signature or other forgery, fraud, lack of authority or negligence of any person. I/We should notify the above error, omission, discrepancy, unauthorized debit or irregularity within 60 days (where the eStatement is a credit card eStatement) or within 90 days for all other eStatements. I/We understand if the Bank does not receive any such notice within the specified period, the eCorrespondence will be considered as correct, conclusive and binding.
- 2.6 I/We understand that an eCorrespondence placed in my/our i-banking Service will only be available for a limited period as determined by the Bank from time to time. The Bank will periodically remove past eCorrespondence from my/our i-banking Service even if I/We have not reviewed, accessed or saved them. I/We confirm that I/We will save the eCorrespondence in my/our own computer storage or print a hard copy of the eCorrespondence for future reference.
- 2.7 I/We understand that an eCorrespondence placed in my/our i-banking Service will be considered as having been delivered to me/us at the time it is placed in my/our i-banking Service according to the Bank's record.
- 2.8 I/We confirm that all information provided to the Bank for the purpose of or in connection with the Service is complete, accurate and up-to-date at all relevant times. I/We agree to notify the Bank promptly of any change in the information.
- 2.9 Where an Account is in the name of two or more persons, by using the Service, any of those persons may access the Service singly even if I/We have specified to the Bank a different signing arrangement for the Account, and each of us will be bound by these Terms and Conditions.
- 2.10 The Bank from time to time is entitled to modify, expand or reduce the scope and features of the Services with or without notice to me/us. In particular, the Bank may from time to time determine, add to or delete from the Service the types of Advices and Statement which will be offered as eAdvices or eStatements, and the manner in which such eCorrespondence will be provided.

3. Security

- 3.1 I/We understand and accept all possible risks involved in how the Service is provided. Such risks may include that eCorrespondence may be intercepted, monitored, amended, tampered with or disclosed to other parties without my/our authorization.

- 3.2 I/We are responsible for the security of my/our Telecommunications Equipment. I/We must take all reasonable precautions to prevent anyone else from accessing any confidential information including the eCorrespondence sent to my/our Telecommunications Equipment.
- 3.3 I/We should never provide my/our account or personal data on screen following a website address or hyperlink from an eCorrespondence. All website addresses and hyperlinks authorized by the Bank are for my/our information only and the Bank will not require me/us to provide data in that manner.
- 3.4 I/We should check the email address or website address of the sender of the eCorrespondence to ensure that the eCorrespondence is genuine and sent by the Bank.
- 3.5 I/We must notify the Bank promptly and in such manner as the Bank may accept from time to time if I/We fail to receive the message as mentioned in section 2.3; fail to receive, access or view any eCorrespondence; or there is any delay in or any other problem with the receiving, accessing or viewing any eCorrespondence from the Bank.

4. Limitation of Liability and Indemnification

- 4.1 The Bank is not liable for loss, damage or expense of any kind which I/We may incur or suffer arising from or in connection with the following: (a) any failure or delay in providing the eCorrespondence for any reason (including as a result of failure or error of any computer or electronic system or equipment); (b) any error or omission in the eCorrespondence; (c) any disclosure of confidential information; (d) any loss or damage to my/our data, software, telecommunication equipment or other equipment arising from or in connection with my/our use of the Service; and (e) any suspension or termination of the Service under any other circumstances.
- 4.2 The Bank is not liable for any loss, costs or damage of any kind incurred or suffered by me/us as a result of any interruption, delay or failure (whether total or partial) in providing the Service to me/us to the extent that it is attributable to any cause or circumstance that is beyond its reasonable control or the reasonable control of its agents or nominees (other than any such acts or omissions amounting to negligence or willful misconduct on the part of the Bank).
- 4.3 I/We acknowledge there are certain security, corruption, transmission error and access availability risks associated with using the Service and I/we expressly assume such risks. The Bank makes no warranty or representation as to the foregoing.
- 4.4 The Bank shall at all times be indemnified, reimbursed and held harmless by me/us from and against any and all claims, demands, causes of actions, liabilities, losses, damages, costs and expense which may at any time be imposed upon, incurred or suffered by, or asserted against the Bank in connection with any acts, omissions or circumstances arising out of or relating to these Terms and Conditions, or any breach by me/us of these Terms and Conditions, or any other matter or transaction contemplated by these Terms and Conditions (other than any such acts or omissions amounting to negligence or willful misconduct on the part of the Bank)
- 4.5 The Bank does not warrant or represent that the eCorrespondence provided through i-banking Service is accurate, sufficient, up-to-date or error free. Some of the eCorrespondence available through i-banking Service may be identified on the screens or in any user guide in respect of any electronic media as subject to a disclaimer or other provisions. If I/We rely on that eCorrespondence, I/We do so subject to the disclaimer or those provisions.

5. Suspension or Termination of Service

- 5.1 The Bank reserves the right at any time and from time to time to modify, suspend or discontinue, temporarily or permanently, the Service (or any part thereof) for any reason without notice. In particular, the Bank will terminate the Services upon termination of the iBanking Services by me/us.
- 5.2 Suspension or termination by me/us of the Service shall be effective only after written notice of such suspension or termination has been given to the Bank and the Bank has a reasonable opportunity to act upon the notice.
- 5.3 Either party may terminate the Service any time by giving a thirty (30) days prior written notification the Bank may terminate the Service without any notice on the grounds that if I/we breach any of my/our obligations under these Terms and Conditions.
- 5.4 Any suspension or termination of the Service does not affect the liabilities and rights between the Bank and me/us respectively before the date of suspension or termination.

6. Fees and Costs

- 6.1 I/We agree to pay such charges (if any) for the provision of the Service, as the Bank shall advise me/us from time to time.
- 6.2 The Bank may vary its charges and the frequency and dates of payment of such charges on giving me/us not less than thirty (30) days notice.
- 6.3 I/We authorize the Bank to debit any of my/our accounts with any charges, if any, for the provisions of this Service.

7. Miscellaneous

- 7.1 The Bank at any time has the right to amend or vary any provisions of these Terms and Conditions (including any fees and charges) by giving prior written notice to me/us in accordance with the requirements of applicable codes and guidelines. I/We will be bound by a variation unless the Bank has received notice to terminate the Service with effect before the date on which that variation takes effect.
- 7.2 No act, omission or delay by the Bank shall be a waiver of the Bank's right or remedy under these Terms and Conditions unless otherwise agreed in writing by the Bank.

8. Rights of Third Part

- 8.1 Except as otherwise expressly stated in these Terms and Conditions, no one other than a party to these Terms and Conditions may enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance, Cap. 623 of the Laws of Hong Kong. Where any clause of these Terms and Conditions entitles any third party to enforce any term of these Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance, the parties reserve the right to vary that term or any other term of these Terms and Conditions without the consent of that third party.

9. Law and Jurisdiction

- 9.1 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 Hong Kong courts.

10. Governing Version

- 10.1 The English version of these Terms and Conditions shall prevail wherever there is a discrepancy between the English and the Chinese versions.

(Last Updated on Jun 2017)

本電子結單及電子通知書服務條款及細則是本人/吾等同意遵守的「一般條款」內提及的一系列特別條款及細則。本人/吾等可能不時使用中信銀行(國際)有限公司(「銀行」)提供的電子結單及電子通知書的服務(「服務」)，並同意此服務將受限於本條款及細則、「一般條款」、「網上理財服務條款」以及本人/吾等就此與銀行同意的其他條款及細則。本人/吾等可以於銀行網址 www.cncbinternational.com 查閱本條款及細則、「一般條款」及「網上理財服務條款」。

1. 定義與釋義

1.1 在本服務條款及細則中，下列詞語和表述應具有下述含義：

- (a) 「戶口」指閣下在銀行開立的戶口；
- (b) 「通知書」指銀行就任何本行提供的戶口、服務或產品而不時以紙張形式發出或提供的任何通知書、報告、確認書、收據、記錄、認收書、通知、訊息或通訊，但不包括結單；
- (c) 「電子通知書」指本行就此服務不時以電子形式發出或提供的通知書；
- (d) 「電子通訊」指電子結單或電子通知書〔或兩者〕；
- (e) 「電子結單」指本行就此服務不時以電子形式發出或提供的結單；
- (f) 「香港」指中華人民共和國香港特別行政區；
- (g) 「網上理財服務」指銀行不時提供的任何電子或互聯網理財服務，此等服務能使本人/吾等在銀行不時指定的網站或通過互聯網或通過銀行不時規定的其他方式向銀行發出指示及/或獲取銀行發出的資訊；
- (h) 「服務」指銀行可按本條款及細則提供的電子結單及電子通知書服務；
- (i) 「結單」指銀行就任何提供的戶口、服務或產品而不時以紙張形式發出或提供的任何結單，但不包括通知書；及
- (j) 「電訊設備」包括手提電話、手提電腦、桌面個人電腦、掌上型電腦、個人數碼助理及任何其他電子媒體或設備。

2. 服務範圍

- 2.1 本人/吾等確保具備銀行有效的網上理財服務。本人/吾等使用銀行不時接納的電訊設備、電訊服務供應商及可接收及閱讀電子通訊的電腦軟件。
- 2.2 銀行會不時向本人/吾等提供電子通訊至本人/吾等的網上理財服務。
- 2.3 如電子通知書已提供至本人/吾等的個人網上理財服務，銀行無責任但可通知本人/吾等已提供最新的電子通知書。銀行可以發送訊息至本人/吾等在銀行記錄中的手提電話號碼或電郵地址(或兩者)通知本人/吾等。本人/吾等確保在銀行記錄中的電郵地址及手提電話號碼時刻保持有效、最新及可接收到銀行發送的電子通訊及任何其他通訊。

- 2.4 成功申請使用本服務後，銀行可酌情但並無責任按本人/吾等要求以紙張形式提供相應結單或通知書。銀行有權就提供相應結單或通知書向本人/吾等收取費用。
- 2.5 本人/吾等同意有責任定期審查本人/吾等的網上理財服務有否收到電子通訊。本人/吾等就每個電子通訊內的記項或交易出現因任何人士冒簽或其他偽造、欺詐、未經授權或疏忽所引致的任何錯誤、遺漏、差歧、未經授權的支賬或不當情況，本人/吾等同意從速通知銀行。如電子通訊中顯示任何指稱的錯誤、遺漏、差歧、未經授權支賬或不當情況，本人/吾等應(如電子結單是信用卡電子結單)在發出電子結單後 60 日內或(就所有其他電子結單)在本行發出電子結單及電子通知書後 90 日內通知銀行。本人/吾等明白如銀行未有在指定期間內收到本人/吾等任何該等通知，則該電子通訊即被視為正確、最終及具有約束力。
- 2.6 本人/吾等明白發送至本人/吾等的網上理財賬戶的電子通訊只會在銀行不時釐定的有限期內提供。銀行會定期清除過去於網上理財賬戶內的電子通訊，即使本人/吾等未有查看、獲取或儲存該等電子通訊。本人/吾等確認會儲存該電子通訊於本人/吾等的電腦儲存裝置中或打印一份電子通訊的印刷本以作日後參考之用。
- 2.7 本人/吾等明白存放於本人/吾等的網上理財服務的電子通訊，將在存放於本人/吾等的網上理財服務時被視為已送達本人/吾等。
- 2.8 本人/吾等確認因本服務或與之有關而向銀行提供的所有資料於所有相關時間均屬完整、準確及最新。本人/吾等同意就資料的任何更改從速通知銀行。
- 2.9 如戶口由兩名或以上人士以聯名方式維持，即使本人/吾等就戶口向銀行指定不同的簽署安排，本人/吾等任何人士均可單獨操作本服務。
- 2.10 銀行可在通知或不通知本人/吾等的情况下不時修改、增加或減少此服務提供的服務範圍。尤其銀行可不時決定增加或減少包括在此服務內所提供為電子通知書或電子結單的通知書或結單之種類，及電子通訊的提供方法。

3. 保安

- 3.1 本人/吾等明白並接納本服務可能涉及的所有風險。該等風險包括電子通訊可能被攔截、監控、修改、干預或未經本人/吾等授權向他人披露。
- 3.2 本人/吾等須負責電訊設備及/或電腦軟件的保安。本人/吾等必須採取所有合理的預防措施防止任何其他人士獲取任何機密資料，包括向本人/吾等的電訊設備及/或電腦軟件下載的電子通訊。
- 3.3 本人/吾等不會跟隨載於電子通訊的網站地址或超連結，在屏幕上提供本人/吾等的戶口資料或個人資料。銀行認可的所有網站地址及超連結只供本人/吾等參考，銀行不會要求本人/吾等透過該等方式提供資料。

- 3.4 本人/吾等會檢查電子通訊通知訊息發送人的電郵地址或網站地址，以確保通知訊息屬真確及由銀行發送。
- 3.5 如本人/吾等未能收取、獲取、閱讀或因條款 2.3 所提及的原因而未能收取任何通知訊息，或在收取、獲取或閱讀銀行發出的任何電子通訊通知訊息時出現任何延誤或任何其他問題，本人/吾等必須從速以銀行不時接納的方式通知銀行。

4. 責任限制與彌償

- 4.1 銀行不會因下列(或任何一種)情況而令本人/吾等可能招致或蒙受的任何損失、損害或開支而負責，包括〔a〕因任何原因未有或延遲提供電子通訊(包括因任何電腦或電子系統或設備的故障或錯誤)；〔b〕電子通訊中任何錯誤或遺漏；〔c〕任何機密資料被披露；〔d〕因或有關本人/吾等使用服務而引致本人/吾等的資料、軟件、電訊設備或其他設備有任何損失或損害；及〔e〕在任何其他情況下暫停或終止服務。
- 4.2 本行向本人/吾等提供的任何服務出現任何干擾、延誤或失誤(不論屬全面或局部)，如屬於銀行或銀行的代理或代名人的合理控制以外的原因或情況造成，則銀行無須對本人/吾等因而招致或蒙受的任何種類的任何損失、成本或損害負責〔因銀行的過失或故意不當行為而起的任何此類作為或不作為除外〕。
- 4.3 本人/吾等承認，使用本服務存在若干安全、文件損壞、傳送錯誤和可獲取的風險，本人/吾等明確表示會承擔此類風險。
- 4.4 對於因本服務條款及細則或因本人/吾等違反本服務條款及細則或因本服務條款及細則所述的任何其他事項或交易而起或與之相關的任何作為、不作為或情況〔因銀行嚴重過失或故意不當行為而起的任何此類作為或不作為除外〕，而可能在任何時間對銀行施加的或由銀行產生的或遭受的或主張的任何及所有索賠、要求、訴訟理由、責任、損失、損害、費用和開支，本人/吾等在任何時間均應向銀行作出彌償、償付並應使銀行免受損失。
- 4.5 銀行並未保證或陳述通過網上理財服務提供的電子資訊均準確、充分、最新或無誤。通過網上理財服務提供的電子通訊可能在螢幕或電子媒介的任何用戶手冊中標明須受限於免責條款或其他條款。如果本人/吾等信賴該資訊，本人/吾等須遵守該等免責條款或其他條款。

5. 服務暫停或終止

- 5.1 銀行保留權利，在不論有否作出通知的情況下，當銀行認為有需要或適當的情況下，隨時及不時作出臨時或永久性的修改、暫停或終止此服務〔或部份服務〕。尤其銀行會在本人/吾等終止使用網上理財服務時同時終止此服務。
- 5.2 本人/吾等暫停或終止本服務僅在上述暫停或終止通知發給銀行且銀行有合理機會根據通知行事之後方才有效。

5.3 任何一方可在任何時間經提前 30 天書面通知終止本服務，但是如本人/吾等違反本服務條款及細則下任何義務，銀行可立即終止本服務無需發出通知。

5.4 本服務的暫停或終止不影響閣下與銀行之間於暫停或終止日期前各自的責任及權利。

6. 費用

6.1 本人/吾等同意按照銀行不時向本人/吾等發出的通知，支付銀行提供網上理財服務的費用(如有)。

6.2 銀行可提前至少三十(30)天通知本人/吾等，變更其收費、收費頻率和付款日期。

6.3 本人/吾等應支付通過網上理財服務與銀行進行溝通的所有費用(如有)。

7. 其他規定

7.1 銀行可在任何時間根據適用守則和指引的要求經事前書面通知本人/吾等，對本網上理財服務條款的任何規定進行修訂或補償。如銀行在更本條款及細則的生效日期前仍未收到本人/吾等即受有關更改約束。

7.2 除銀行另行書面同意的，銀行的任何作為、不作為或拖延均不構成銀行放棄其在本服務條款細則下的權利或救濟。

8. 第三者權利

8.1 除本條款及細則另有明文訂明外，本條款及細則訂約方以外的任何人士概不可按照《合約(第三者權利)條例》(香港法例第623章)的規定強制執行本條款及細則的條款或享有其利益。倘本條款及細則的任何條文明確賦予任何第三方權力根據《合約(第三者權利)條例》執行本條款及細則任何條款，則協議訂約方保留權利可在毋須該第三方同意的情況下修改該條款或本條款及細則任何其他條款。

9. 法律與司法管轄

9.1 本服務條款及細則受香港法例管轄並按其解釋。雙方同意服從香港法院的非專屬管轄。

10. 適用文本

10.1 若中英文文本之間存在任何不一致，以本服務條款及細則的英文文本為準。

(最後更新：2017年6月)

1. Appropriate computer equipment and software, internet access and a specific email address provided and designated by the customer are required for using the Bank's e-Statement/ e-Advice service
2. Internet and email services may be subject to certain IT risks and disruption. Customer need to understand and accept all possible risks involved in how the e-Statement/ e-Advice service is provided. Such risks may include that eCorrespondence may be intercepted, monitored, amended, tampered with or disclosed to other parties without customer's authorization.
3. The customer may incur additional costs for using the Bank's e-Statement/ e-Advice service
4. Email will be the customer's only notice that the advices and statements that are supported by e-Statement/ e-Advice service have been posted on the Bank's website, and the customer should check his/her designated email address regularly for such notice.
5. Revocation of consent to the Bank's e-Statement/ e-Advice service will be subject to the giving of such advance notice by the customer as the Bank may reasonably require.
6. The customer may be required to pay a reasonable charge for obtaining a hard copy of any Bank's e-Statement/ e-Advice that is no longer available for access and downloading through the Bank's website.

Important Notes

1. Email notification will be sent to you on the day of e-Statement/ e-Advice delivery to you designated email address maintained in our Bank's record. Please keep the Bank informed of your current email address to ensure you can receive such email notification.
2. Customer should promptly review the e-Statement/ e-Advice posted on the Bank's website upon receiving the email notification from the Bank to ensure that any errors are detected and reported to the Bank as soon as practicable.

(Last Updated on Jun 2017)

1. 客戶須配備適當的電腦設備和軟件、接達互聯網，及提供和指定一個電郵地址，方可使用本行的電子結單及電子通知書服務。
2. 互聯網及電郵服務可能涉及若干資訊科技風險及出現中斷。客戶須明白並接納本服務可能涉及的所有風險。該等風險包括電子通訊可能被攔截、監控、修改、干預或未經客戶等授權向他人披露。
3. 客戶或招致額外費用方可使用電子結單及電子通知書服務。
4. 電郵將會是客戶獲通知電子結單或電子通知書上載至本行網上銀行的唯一途徑，故客戶應定期查看其指定電郵地址以收取有關通知。
5. 同意以透過本行網上銀行獲提供電子結單及電子通知書的客戶如欲撤銷同意，須按照本行的安排進行並給予合理的事先通知。
6. 客戶如要取得不可再透過本行網上銀行取覽及下載的任何電子結單及電子通知書件的列印本，或須繳付合理費用。

重要提示

1. 當電子結單或通知書已上載至本行網上銀行時，本行將發出電郵至客戶所指定之電郵地址通知客戶。請確保閣下在本行紀錄的電郵地址正確，以便收取有關通知。
2. 客戶收到本行的通知後，應從速查閱登載於本行網上銀行的電子結單及電子通知書內容，以確保在切實可行的範圍內盡快發現任何錯漏，如有任何錯漏，應盡快通知本行。

(最後更新：2017年6月)

China CITIC Bank International Phonebanking Services ("PBS") is designed for customers (the "Customer") who maintain account(s) with China CITIC Bank International Limited (the "Bank") to give instructions to the Bank by telephone for effecting transactions relating to such account (s) with the Bank. The usage of the service represents that the Customer agree to comply with and be bound by the following terms and conditions:

1. An identification number will be assigned by the Bank to the Customer applying for the PBS. The Customer is required to change the assigned identification number to his personal identification number (any six digits selected at the customer's own discretion ("PIN") on the first access to the PBS before any initiation of telephone instructions related to his account(s)). The Customer undertakes to keep the identification number and the PIN strictly confidential and secure at all times and shall report to the bank and/or make PIN change to the PBS immediately if the PIN is forgotten or if the Customer becomes aware that the PIN has become known to any unauthorized person. The Customer shall bear all consequences arising out of his failure to comply his obligations under this Clause and shall be fully responsible for all transactions effected though the use of PBS by any person whomsoever whether or not authorized by the Customer.
2. The Customer should take reasonable steps to prevent fraud in particular:
 - (a) Destroy the original printed copy of the PIN;
 - (b) Do not allow others to use his PIN;
 - (c) Never write down the PIN on any device for accessing PBS or on anything usually kept with or near it;
 - (d) Do not write down or record the PIN without disguising it.
3. The Customer should avoid using easily accessible personal information (e.g. phone numbers and date of birth) to create his own PIN.
4. The Customer should not use the same PIN for accessing e-banking and other services (e.g. connection to the internet or accessing other websites).
5. Any telephone instructions to the Bank (by digital input or verbal confirmation, as the case may be) quoting both the Master Account number registered with the Bank AND its PIN (or the identification number assigned by the Bank for the account) are deemed to be the instructions given by or on behalf of the Customer. The Bank is authorized, without any obligation to verify the identity or authority of any person so giving the telephone instructions to act on any telephone instructions so given and shall not be liable for acting in good faith on telephone instructions which are given by authorized person(s) in such way.
6. The Bank shall be entitled from time to time to impose any limit whether in transaction amount, PBS operating procedures or otherwise on the use of the PBS and such limit shall be determined by the Bank at its absolute discretion.
7. The Customer shall hold the Bank harmless and indemnify the Bank against all actions, proceedings, demands, claims, liabilities, damages, losses, costs and expenses howsoever arising, directly or indirectly, out of transactions effected by telephone instructions or the Bank's failure to carry out telephone instructions as provided under these terms and conditions or enforcement of the Bank's rights hereunder. This indemnity shall continue notwithstanding any termination of the account of or service to the Customer.
8. The Bank shall not be liable for any loss whatsoever arising out of or in connection with its carrying out or failure or delay in carrying out the Customer's telephone instructions unless it is caused by the Bank's willful default.
9. The Bank shall not be liable for any consequence arising out of the Bank's failure or delay in implementing telephone instructions owing to insufficient funds and/or credit facilities in the Customer's account; provided that if the Bank shall at its absolute discretion decide to implement the instructions notwithstanding such insufficiency the Bank may do so without seeking prior approval from or notice to the Customer and Customer shall be responsible for the resulting overdraft, advance, credit and all charges thereby created and incurred with interest thereon at a rate determined by the Bank at its discretion. The Customer hereby acknowledge and agree that the interest rate as aforesaid shall continue to apply before as well as after judgment.

10. The availability of the PBS facility is subject to the Bank's absolute discretion and the Bank may at any time refuse to execute any telephone instructions, make reversal or adjustment on an executed telephone instruction, revoke or terminate the PBS facility and/or arrangement without prior notice to the Customer.
11. The Bank reserves the rights to levy charges on the PBS facility and transactions in connection with the PBS and may from time to time make revision on the rate of charges.
12. The Bank reserves the rights to add, to amend or delete any of these terms and conditions at any time by notice (but no obligation) to the Customer in any form as the Bank consider appropriate and continual use of the PBS by the Customer shall constitute acceptance by the Customer of such amendments without reservation.
13. The Bank's record in relation to any transaction shall in all respects be conclusive against and binding on the Customer.
14. The "Customer" in these terms and conditions includes, where appropriate, any person or persons, partnership, corporation, society, club or association having account(s) maintained with the Bank or any receiver, liquidator, administrator, executor or trustee of account(s) maintained with the Bank. Where the Customer is more than one person, their liabilities hereunder shall be joint and several. Words importing the singular includes the plural; words importing the masculine gender shall include the feminine and neuter gender.
15. These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong.

Note 1. Applicant may give telephone instruction via China CITIC Bank International Phonebanking Services to initiate transfer debit and credit transactions to his/their China CITIC Bank International account(s) registered with the Bank. The Master account must be a HKD savings or current account and the account must also be nominated by the applicant solely. Other registered account(s) (HKD savings or current account or foreign currency savings account or fixed/swap deposit account) can be maintained by the applicant solely or jointly with other person(s). The application form must be signed by the account holder (for Personal Customers) or authorized person(s) (for Company Customers) with specimen signatures of Master account in the Bank. The signature(s) used here must correspond with those in account opening document(s) in respect of the account(s) so registered. For those joint accounts and limited company accounts maintained by the applicant, all the account holders of the joint account(s) and the directors, secretary of the limited company/companies have to sign under the section of "Declaration" of the application form and the "Certified Copy of Resolutions" respectively.

Note 2. The funds receiving account must be in HKD it can be a savings account or current account maintained with China CITIC Bank International Limited.

In case there is any discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.



中信銀行〈國際〉電話理財服務(以下簡稱「電話理財服務」)乃中信銀行〈國際〉有限公司(以下簡稱「本行」)為客戶提供之一項專有服務。透過此項服務，客戶可使用電話向本行發出與其賬戶有關之進支指示。客戶一經使用此項服務，即表示客戶同意及遵守下列各項條款：

1. 使用電話理財服務之客戶將獲本行編配一啟用密碼，客戶必須在首次使用電話理財服務時將此啟用密碼轉為客戶之私人密碼(客戶自行選定之任何六位數字號碼，以下簡稱「私人密碼」)，方可繼續使用其他與客戶賬戶有關之服務。客戶保證在任何時候均對啟用密碼及私人密碼絕對保密及安全及如遇有忘記私人密碼或發現私人密碼被任何無授權人仕獲知，須立即通知本行及/或在電話理財服務上更改私人密碼。客戶須負責一切因未能履行此規條之義務所引起之一切後果。經電話理財服務所作出之交易，不論是否獲得客戶之授權，客戶均須對一切後果完全負責。
2. 客戶須採取合理步驟以防止欺詐行為，具體包括：
 - (a) 銷毀印有客戶的密碼之文件正本；
 - (b) 切勿讓他人使用客戶的密碼；
 - (c) 絕對不可將密碼寫在任何使用電子銀行服務所需的裝置之上，或其他經常與此等裝置放在一起或放在附近的物件上；
 - (d) 不應直接寫下或記錄密碼，而不加掩藏。
3. 客戶應避免使用容易讓人取得的個人資料(如電話號碼及出生日期)作為密碼或登入資料。
4. 客戶不應以相同密碼使用電子銀行服務及接駁其他服務(例如連接互聯網或登入其他網站)。
5. 所有給予本行之電話指示(以電子輸入或口頭確認，視乎具體情況而定)只要能引用已登記於本行之基本賬戶號碼及其私人密碼(或本行編配予該賬戶之啟用密碼)，即被視為由客戶或其授權人所發出。本行可依照此種形式之電話指示辦理而毋須核證發出該電話指示之任何人仕的身份或權限，縱使該電話指示及非由客戶或其授權人仕所發出，本行亦毋須因誠實依照該電話指示辦理而負任何責任。
6. 本行有權隨時在電話理財服務之交易金額，操作形式及其它方面之使用加以限制。本行並保留權利隨時對此等限制作出更改。
7. 客戶須負責及賠償本行有關因執行或未能執行客戶之電話指示及本行為執行電話理財服務規條等事項直接或間接所引起之一切行動、訴訟、要求、索償、責任、損害、損失、開支及費用。此項補償責任在客戶之賬戶或電話理財服務終止後仍然有效。
8. 除非是本行之蓄意過失，本行概不負責因本行執行，延遲執行或未能執行客戶之電話指示所引起之任何有關損失。
9. 本行並不負責因客戶賬戶存款不足及/或信貸不足導致未能執行或延遲執行客戶電話指示所引致之任何後果；但倘本行自行決定在客戶賬戶存款不足或信貸不足之情況下仍然執行該項電話指示，則可毋須事先取得客戶批准或通知客戶而予以執行，客戶亦須對因此而產生之透支、貸款、信貸、費用負責及需繳付利息。利息將依照本行隨時釐訂之息率計算。應付之息率亦將同樣適用於法庭裁判前或後之任何期間。
10. 本行擁有使用電話理財服務之最終決定，本行可隨時毋須事先通知客戶而拒絕執行電話指示，取消或更正已執行之電話指示，修訂或取消電話理財服務及/或其有關安排。
11. 本行有權徵收及不時調整與電話理財服務有關之各項費用。
12. 電話理財服務之各項規條，本行得有權隨時作出增加，更改或删除；有關之修訂，本行可以使用任何本行認為合適之方式通知客戶(但並非一定責任)，客戶如繼續使用電話理財服務即表示其接納有關之規條修訂。

13. 所有電話理財服務之交易均以本行之記錄為準，該等記錄均具有決定作用，並對客戶具有約束力。
14. 上列各項規條內「客戶」一詞包括在本行開設有賬戶之任何人仕、人等、合夥人、公司、康樂會、社團、破產管理官、清盤人、財產管理人、遺囑執行人及受託人。如客戶超過一人，則其責任為個別及共同負擔；所有單數詞句亦包括眾數；所有指男性之詞句亦包括任何性別。
15. 本規條及條款乃根據香港法律訂立及解釋。

註1. 申請人可透過中信銀行〈國際〉電話理財服務利用其登記於「申請人名下賬戶」之賬戶進行轉賬進支；基本賬戶必須為申請人名義開設於本行之港幣儲蓄或往來賬戶，而基本賬戶更必須為申請人獨立名義開設之賬戶，其他賬戶則可為申請人個人名下或申請人與他人聯名之港幣往來賬戶，港幣或外幣儲蓄賬戶或定期/掉期存款賬戶。申請表格必須由於中信銀行〈國際〉有限公司基本賬戶留有簽名式樣的賬戶持有人(只適用於個人客戶)或授權人員(只適用於公司客戶)簽署，其簽字式樣須與開戶文件相同。如屬聯名賬戶或有限公司賬戶，其聯名賬戶持有或公司董事，秘書等須分別簽署在申請表格內的「聲名」及「董事會決議案證實本」。

註2. 「其他受賬賬戶」可為開設於本行之港幣儲蓄或往來賬戶。

本規則及條款之中文譯本如與英文文義有異，蓋以英文本為準。