

部門/分行 Department / Branch: \_\_\_\_\_ 日期 Date: \_\_\_\_\_

Please complete in **ENGLISH BLOCK LETTERS** and "✓" where applicable. The Applicant must ensure the correctness of the information given. The Bank shall have no responsibility and no obligation to make verification on the information provided. Any incomplete or insufficient information may result in the application being delayed or rejected. The Bank would not be liable for relevant fees imposed.

公司名稱 Name of Company	
商業登記證/公司註冊證明書號碼 B.R. No./Cert. of Corp. No.	
指定存款賬戶 Designated Deposit Account	

<input type="checkbox"/> 取消 – 商務網上理財服務 Cancel – Business Internet Banking service	<p>注意：如需修改或移除主要用戶，現有商務網上理財服務會被取消，你需要重新申請商務網上理財賬號。</p> <p>Note : Should you wish to change / remove a Primary User, the existing Business Internet Banking service must be cancelled and you will need to re-apply for a new Business Internet Banking account.</p> <p>在取消商務網上理財服務前，請預先自行列印或下載所有電子結單，以作紀錄之用。          Before cancelling the Business Internet Banking service, please print out or download all eStatements for record purpose.</p> <hr/> <p>適用於發薪服務客戶：如取消<u>商務網上理財</u>服務，請列出發薪服務所有已登記的預訂編號。          Applicable to Payroll Service customer: For complete cancellation of <b>Business Internet Banking</b>, please state all the originator ID created in payroll service.</p> <p>注意：所有未列出的預訂編號將不會被取消。在本行未收到任何其他指示前，該預訂編號的發薪服務將維持有效。</p> <p>Note : All Originator ID not stated below will not be cancelled. The payroll service for those unstated Originator ID will remain active until further instruction received by the Bank.</p> <p>預訂編號 Originator ID:    預訂編號 Originator ID:    預訂編號 Originator ID:    預訂編號 Originator ID:</p>
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☐ 查詢商務網上理財服務用戶名稱  
Inquire Business Internet Banking Login ID





☐ 更改流動電話號碼  
Change Mobile Number

銀行發出有關「交易密碼」及高風險交易通知之短訊將發送至有關用戶的登記流動電話號碼。即使申請人已向本港之流動電話服務供應商登記「短訊/來電轉駁服務」，有關「交易密碼」的流動短訊並不會被轉送至其他流動電話號碼。 SMS related to the "Transaction Password" and notifications for high risk transactions will be sent to the mobile number(s) of the relevant user(s). SMS related to the "Transaction Password" will not be forwarded to other phone numbers even if the "SMS/Call Forward Service" provided by Mobile Service Operators in Hong Kong has been activated.

- 主要用戶可全權代表申請公司操作商務網上理財服務，可以於網上理財進行 (1) 賬戶查詢、(2) 財務交易、(3) 調整每日交易限額、(4) 更改電郵地址、(5) 管理一般用戶及操作人員戶口、(6) 設定海外自動櫃員機提款限額 (只適用於獨資商戶) 及 (7) 自動轉賬發薪服務。
- 所有商務網上理財服務的主要用戶及一般用戶必須為貴公司在本行任何一個現有戶口的授權簽署人，而該戶口必須為港元/外幣往來戶口、港元/「外幣通」結算儲蓄戶口或商業綜合戶口。
- 主要用戶獲授權，可就商務網上理財服務現時及日後不時推出及提供之服務進行查閱、操作及發出指示予銀行，而無需額外取得客戶同意。銀行並無責任核證任何有關之指示。
- 所有有關主要用戶、一般用戶及操作人員之操作，均對客戶具有約束力。
- 銀行並不承擔核證任何由主要用戶、一般用戶及操作人員 (如適用) 所發出之任何指示是否恰當或真確之責任。

- The Primary User shall have fully authority to operate the Business Internet Banking service, including (1) account enquiries, (2) conducting financial transactions, (3) revising daily transaction limits, (4) amend email address, (5) manage General User and Operator usage, (6) setting overseas ATM withdrawal limit (only applicable to Sole Proprietorship) and (7) payroll services.
- All the Primary and General User(s) of Business Internet Banking services must be the authorised signatories of one of your company's accounts with CNCBI, and that account must be a Hong Kong dollar/foreign currency saving/current account /Multi-currencies statement saving account.
- The Primary User is authorised to access, operate and give instructions to the Bank in respect of various existing services made and future services to be made available via Business Internet Banking Services from time to time without obtaining further consent of the customer. The Bank is not under any duty to verify any such instructions.
- The operation of Business Internet Banking Services by the Primary User, the General User(s) and Operator(s) shall be binding on the customer.
- The Bank assumes no duty or liability for verifying the propriety or integrity of any instructions given by the Primary User, the General User(s) and Operator(s) (if applicable).

**服務選項 - 一般用戶/操作人員 Service Options - General User(s) / Operator(s)**

委任/重啟 刪除一般用戶/ 操作人員 Appoint / Reactivate Delete General User(s) / Operator(s)		<input type="checkbox"/> 一般用戶 1 General User 1 <input type="checkbox"/> 操作人員 1 Operator 1	<input type="checkbox"/> 一般用戶 2 General User 2 <input type="checkbox"/> 操作人員 2 Operator 2	<input type="checkbox"/> 一般用戶 3 General User 3 <input type="checkbox"/> 操作人員 3 Operator 3	<input type="checkbox"/> 一般用戶 4 General User 4 <input type="checkbox"/> 操作人員 4 Operator 4
	服務選項 Service Options	<input type="checkbox"/> 委任 Appoint <input type="checkbox"/> 重啟 Reactive <input type="checkbox"/> 移除 Delete	<input type="checkbox"/> 委任 Appoint <input type="checkbox"/> 重啟 Reactive <input type="checkbox"/> 移除 Delete	<input type="checkbox"/> 委任 Appoint <input type="checkbox"/> 重啟 Reactive <input type="checkbox"/> 移除 Delete	<input type="checkbox"/> 委任 Appoint <input type="checkbox"/> 重啟 Reactive <input type="checkbox"/> 移除 Delete
	姓名 Name	<input type="checkbox"/> 先生 Mr. <input type="checkbox"/> 小姐 Miss <input type="checkbox"/> 太太 Mrs. <input type="checkbox"/> 女士 Ms.	<input type="checkbox"/> 先生 Mr. <input type="checkbox"/> 小姐 Miss <input type="checkbox"/> 太太 Mrs. <input type="checkbox"/> 女士 Ms.	<input type="checkbox"/> 先生 Mr. <input type="checkbox"/> 小姐 Miss <input type="checkbox"/> 太太 Mrs. <input type="checkbox"/> 女士 Ms.	<input type="checkbox"/> 先生 Mr. <input type="checkbox"/> 小姐 Miss <input type="checkbox"/> 太太 Mrs. <input type="checkbox"/> 女士 Ms.
	前名(如適用) Former Name (if applicable)				
	出生日期 Date of Birth	<div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> <div> <div>D</div><div>D</div><div>M</div><div>M</div><div>Y</div><div>Y</div><div>Y</div><div>Y</div> </div>	<div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> <div> <div>D</div><div>D</div><div>M</div><div>M</div><div>Y</div><div>Y</div><div>Y</div><div>Y</div> </div>	<div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> <div> <div>D</div><div>D</div><div>M</div><div>M</div><div>Y</div><div>Y</div><div>Y</div><div>Y</div> </div>	<div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> <div> <div>D</div><div>D</div><div>M</div><div>M</div><div>Y</div><div>Y</div><div>Y</div><div>Y</div> </div>
	身分證明文件種類 Identification Document Type <sup>Δ</sup>	<input type="checkbox"/> 香港身分證 Hong Kong ID <input type="checkbox"/> 護照 Passport 國家/地區 Country / Region  <input type="checkbox"/> 其他 Other	<input type="checkbox"/> 香港身分證 Hong Kong ID <input type="checkbox"/> 護照 Passport 國家/地區 Country / Region  <input type="checkbox"/> 其他 Other	<input type="checkbox"/> 香港身分證 Hong Kong ID <input type="checkbox"/> 護照 Passport 國家/地區 Country / Region  <input type="checkbox"/> 其他 Other	<input type="checkbox"/> 香港身分證 Hong Kong ID <input type="checkbox"/> 護照 Passport 國家/地區 Country / Region  <input type="checkbox"/> 其他 Other
	身分證明文件號碼 Identification Document Number				
	國籍 Nationality	<input type="checkbox"/> 中國(香港) Chinese (Hong Kong) <input type="checkbox"/> 其他(請註明) Others (Please specify)	<input type="checkbox"/> 中國(香港) Chinese (Hong Kong) <input type="checkbox"/> 其他(請註明) Others (Please specify)	<input type="checkbox"/> 中國(香港) Chinese (Hong Kong) <input type="checkbox"/> 其他(請註明) Others (Please specify)	<input type="checkbox"/> 中國(香港) Chinese (Hong Kong) <input type="checkbox"/> 其他(請註明) Others (Please specify)
	流動電話號碼 Mobile Number <sup>*^</sup>	國家號 - 地區號 Country Code - Area Code <div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> 流動電話號碼 Mobile Number	國家號 - 地區號 Country Code - Area Code <div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> 流動電話號碼 Mobile Number	國家號 - 地區號 Country Code - Area Code <div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> 流動電話號碼 Mobile Number	國家號 - 地區號 Country Code - Area Code <div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> 流動電話號碼 Mobile Number
電郵地址 Email Address <sup>#</sup>					
簽署式樣 (只適用於一般用戶) Signature (applicable to General User(s) only) <sup>^</sup>					

註：如需額外欄位，請填寫「附加用戶修改表」。

Remark: Please fill in "Supplementary User(s) Maintenance Form" for additional fields.

**注意：**只能委任一名主要用戶及最多二十名一般用戶及/或操作人員。所有一般用戶必須為其商務網上理財服務指定存款賬戶之授權簽署人。  
<sup>Δ</sup>如委任操作人員，請提供其身份證明文件副本。身份證明文件包括但不限於有效的香港永久居民身份證或中華人民共和國居民身份證或護照或旅行證件。所提交的文件副本，必須由銀行職員或打擊清洗黑錢財務行動特別組織成員或相應司法地區(包括香港)的執業會計師/合資格律師/公證人，簽證確認為真實無誤。簽證人必須在文件副本上簽署及註明日期(在簽名下清晰地以正楷註明全名)，並清楚地表明他/她的職位。簽證人亦須證明這是真確的副本(或相近意思的字句)。

<sup>\*</sup> 銀行發出有關「交易密碼」及高風險交易通知之短訊將發送至有關用戶的登記流動電話號碼。即使申請人已向本港之流動電話服務供應商登記「短訊/來電轉駁服務」，有關「交易密碼」的流動短訊並不會被轉送至其他流動電話號碼。

<sup>#</sup> 如一般用戶或操作人員進行未經主要用戶授權的高風險交易，本行將發送電郵提示至主要用戶及該一般用戶或操作人員的電郵地址。

<sup>^</sup> 移除一般用戶或操作人員不需填寫。

**Notes:** Only 1 Primary User and maximum 20 General Users and/or Operators can be assigned. All General Users must be the Authorised Signers of the Designated Deposit Account of the Business Internet Banking.

<sup>Δ</sup> For appointing Operator, please submit copy of his/her Identity Document. Identity Document includes but not limited to a valid Hong Kong Permanent Identity Card or PRC Identity Card or passport or travel document. Copy of document submitted should be true copies certified by the Bank's staff or a certified public accountant / qualified lawyer / notary public in a Financial Action Task Force member or equivalent jurisdiction (including Hong Kong). Certifier must sign and date the copy documents (printing his/her name clearly underneath) and clearly indicate his/her position on it. Certifier must also state that it is a certified true copy of the original (or words to similar effect).

<sup>\*</sup> SMS related to the "Transaction Password" and notifications for high risk transactions will be sent to the mobile number(s) of the relevant user(s). SMS related to the "Transaction Password" will not be forwarded to other phone numbers even if the "SMS/Call Forward Service" provided by Mobile Service Operators in Hong Kong has been activated.

<sup>#</sup> For high-risk transactions conducted by a General User or an Operator without the Primary User's authorisation, the Bank will issue an email alert to the email addresses of the Primary User and the General User or the Operator.

<sup>^</sup> Not required for General User(s) or Operator(s) deletion.

**登記 / 刪除收款賬戶 (請人名下的信銀國際賬戶毋須登記)**
**Register / Delete Accounts for Receiving Funds (No registration is required for Applicant's accounts maintained with CNCBI)**

- 開設於信銀國際之第三者賬戶 Third-party Account(s) maintained with CNCBI

	賬戶號碼 Account Number	賬戶持有人英文姓名 English Name of Account Holder
<input type="checkbox"/> 登記 Register	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> 刪除 Delete	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> 登記 Register	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> 刪除 Delete	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> 登記 Register	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> 刪除 Delete	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> 登記 Register	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> 刪除 Delete	<input type="text"/>	<input type="text"/>

- 開設於本港其他銀行之賬戶 (只限港元及人民幣賬戶；其他貨幣賬戶需以匯款方式登記) Account(s) maintained with other local banks (HKD and CNY (Renminbi) account(s) only; account(s) in other currency should be registered in the Remittance section)

	銀行編號 Bank Code	分行編號 Branch Code	賬戶號碼 Account Number	貨幣 Currency	賬戶持有人英文姓名 English Name of Account Holder
<input type="checkbox"/> 登記 Register	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> HKD	<input type="text"/>
<input type="checkbox"/> 刪除 Delete	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> CNY	<input type="text"/>
<input type="checkbox"/> 登記 Register	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> HKD	<input type="text"/>
<input type="checkbox"/> 刪除 Delete	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> CNY	<input type="text"/>
<input type="checkbox"/> 登記 Register	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> HKD	<input type="text"/>
<input type="checkbox"/> 刪除 Delete	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> CNY	<input type="text"/>
<input type="checkbox"/> 登記 Register	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> HKD	<input type="text"/>
<input type="checkbox"/> 刪除 Delete	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> CNY	<input type="text"/>

**登記 / 刪除網上匯款之收款銀行賬戶資料 (所有資料必須填寫)**
**Register / Delete Beneficiary's Bank Account Information for Online Remittance(s) (All fields must be completed)**

<input type="checkbox"/> 登記 Register	銀行名稱 Bank Name	國家 Country	城市 City	SWIFT code SWIFT 代碼
<input type="checkbox"/> 刪除 Delete	賬戶持有人姓名 Name of Account Holder		賬戶號碼 Account No.	
<input type="checkbox"/> 登記 Register	銀行名稱 Bank Name	國家 Country	城市 City	SWIFT code SWIFT 代碼
<input type="checkbox"/> 刪除 Delete	賬戶持有人姓名 Name of Account Holder		賬戶號碼 Account No.	
<input type="checkbox"/> 登記 Register	銀行名稱 Bank Name	國家 Country	城市 City	SWIFT code SWIFT 代碼
<input type="checkbox"/> 刪除 Delete	賬戶持有人姓名 Name of Account Holder		賬戶號碼 Account No.	
<input type="checkbox"/> 登記 Register	銀行名稱 Bank Name	國家 Country	城市 City	SWIFT code SWIFT 代碼
<input type="checkbox"/> 刪除 Delete	賬戶持有人姓名 Name of Account Holder		賬戶號碼 Account No.	

註：如需處理人民幣匯款 (只適用於在中國內地的銀行)，請以中文正楷填寫銀行名稱、國家及城市資料。

 Remarks: For Renminbi Remittance (only applicable to banks in Mainland China), please provide Bank Name, Country and City information in CHINESE.

**更改交易的每日限額及／或電郵提示每日限額**  
**Change of Daily Limit and / or Email Alert Daily Limit for Transaction**

交易類別 Transaction Type	最高每日限額 Max. Daily Limit	預設每日限額 Default Daily Limit	新的每日限額* New Daily Limit*	電郵提示之每日限額^ Daily Limit for Email Alert^
轉賬至申請人的信銀國際之賬戶 Transfer to Applicant's own account(s) at CNCBI	不設限額 No limit	不設限額 No limit		
轉賬至已登記的信銀國際之第三者賬戶 Transfer to pre-registered third party account(s) at CNCBI	HK\$20,000,000 等值 or equivalent	HK\$5,000,000 等值 or equivalent		
轉賬至已登記的本港其他銀行賬戶 Transfer to pre-registered account(s) at other local banks	HK\$20,000,000 等值 or equivalent	HK\$5,000,000 等值 or equivalent		
轉賬至未登記的第三者賬戶** Transfer to non-registered third party account(s)**	HK\$5,000,000	HK\$0		
繳付賬單 Bill Payment	HK\$500,000	HK\$100,000		
匯款至已登記的銀行賬戶 Remittance to registered account(s)	HK\$20,000,000 等值 or equivalent	HK\$5,000,000 等值 or equivalent		
匯款至未登記的銀行賬戶 Remittance to non-registered account(s)	HK\$5,000,000 等值 or equivalent	HK\$0		

\* 每日限額不能高於最高每日限額。Daily Limit must not be higher than the Max. Daily Limit.

^ 如當天交易額超過此限額，本行會發送電郵提示至申請人所登記之電郵地址。此限額必須低於每日最高限額或每日限額。  
 When daily transaction amount exceeds this limit, the Bank will issue an email alert to Applicant's registered email address. This limit must be lower than the Max. Daily Limit or the Daily Limit.

\*\* 發薪服務受轉賬至未登記的第三者賬戶每日限額所限。如欲登記及使用發薪服務，請預先填寫轉賬至未登記的第三者賬戶之每日限額。The payroll service is subject to the daily limit of transfer to non-registered third party accounts. If you wish to register for the Payroll Service, please fill in the new daily limit for this transaction type.

**聲明及協議 (適用於第二部分) Declaration and Agreement (Applicable to Part II)**

- 本公司確認本表格所提供的資料為正確及完整，並授權銀行向任何資料來源查證。  
 We confirm that the information given in this form is correct and complete, and authorise the Bank to confirm this from any source you may choose.
- 本公司明白上述指示經銀行妥為處理後才會生效。  
 We understand that the above instruction will not take effect until it has been duly processed by the Bank.
- 本公司確定本公司已收到、閱讀、確認及全明白並同意中信銀行(國際)有限公司之一般條款、所有在一般條款內所提及的有關的特別條款、商務網上理財服務條款以及其他適用條款。  
 We confirm that we have received, read, acknowledged and fully understood and agree to China CITIC Bank International Limited's General Terms and Conditions, all applicable specific Terms and Conditions referred to in the General Terms and Conditions, the Terms and Conditions for Business Internet Banking Service and other applicable terms and conditions.
- 本表格收集之個人資料只會用於操作相關戶口。本人/吾等並確認已收到、詳閱、完全明白及同意接受「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」。  
 The personal information collected in this Form will be used solely for the operation of the respective account(s). I/We confirm that I/we have received, read, fully understood and agreed with the "Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data".

S.V.

授權人簽署式樣及蓋章 #

Authorised Signature(s) and Chop of Applicant #

簽署人姓名 Name(s) of Signatory(ies) \_\_\_\_\_

# 簽署要求 Signing Requirements:

# 由指定存款賬戶之最高授權限額之被授權簽署人簽署及蓋章 To be signed by the authorised signatory(ies) with the highest authorisation limit of the Designated Deposit Account with Company Chop.



## 更改指定存款賬戶號碼 Amendment of Primary User Designated Deposit Account

## 發薪服務 Payroll Service

**聲明及協議 (適用於第三部分) Declaration and Agreement (Applicable to Part III)**

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**聲明及協議 (適用於第三部分) Declaration and Agreement (Applicable to Part III)**

以下只適用於申請發薪服務的客戶。

Below is only applicable to customer applying for Payroll Service.

5. 本公司確認並同意銀行並無責任覆核及確保本公司所提供之任何戶口持有人/收款人之姓名乃與銀行之紀錄相符。

We acknowledge and agree that the Bank shall be under no obligation to check or ensure that there is no discrepancy of any kind between the name(s) of any account holder(s) or beneficiary(ies) provided in or part of my/our instructions and the name(s) of the account holder(s) according to the Bank's records.

6. 本公司並確認倘銀行將款項存入於本公司指示中或其部分指示中所提供相同編號之賬戶，即構成銀行已妥當及完整地執行本公司的指示 (如適用)。

We also confirm that a transfer or payment to (or from as the case may be) an account having the same number as that provided in or as part of our instructions shall constitute good and complete compliance and discharge on the part of the Bank with regard to my/our instructions (where applicable).

7. 由即日起一直至另行通知為止，本公司要求及授權 貴銀行可按照隨時公佈之自動轉賬發薪服務之收費/其他費用，從本公司之上述賬戶中 (如該等賬戶沒有足夠金額，及從本公司之其他戶口中) 扣除相等之款項 (如適用)。

We request and authorize the Bank to debit the Company's account(s) named above (and from any other account(s) of the Company if the named account(s) do/does not have sufficient fund) with any charges/fees in respect of the Payroll Service in accordance with the rates published by the Bank from time to time from this date until further notice (where applicable).

8. 本公司明白本公司有關任何賬戶之任何自動轉賬發薪服務指示，均另外受該等賬戶之條款及條件所約束 (如適用)。

We understand that any Payroll Instruction(s) given by us in relation to any account(s) may be subject further to any terms and conditions applicable to the account(s) (where applicable).

S.V.

申請人之董事/合夥人/獨資經營人 (請刪除不適用選項) 簽署式樣及蓋章 #

Director / Partners / Sole Proprietor (Please delete as appropriate) Signature(s) and Chop of Applicant #

簽署人姓名 Name(s) of Signatory(ies) \_\_\_\_\_

# 簽署要求 Signing Requirements:

1. 獨資商戶 Sole Proprietorship  
由獨資經營人簽署及蓋章 To be signed by the Sole Proprietor with Company Chop
2. 合夥人 Partnership  
由所有合夥人簽署及蓋章 To be signed by ALL Partners with Company Chop
3. 有限公司或其他 Limited Company or Others  
由任何一位董事簽署及蓋章 To be signed by ANY ONE Director with Company Chop

**會議決議案證實本(適用於有限公司/社團/工會/會社)**  
**Certified Extract of Resolutions (For Limited Company/Society/Trade Union/Club or Association)**

根據公司組織大綱及章程，董事會決議於\_\_\_\_\_通過以下決議：

Set out below is the Company's Certified Extract of Directors' Resolution passed on \_\_\_\_\_ pursuant to the Company's Articles of Association it is resolved:

1. 在商務網上銀行服務修改表格上所列明的條款及本公司所提供的資料，均已獲本公司批准及同意接受。  
The terms set out and the particulars completed in the Business Internet Banking Service Maintenance Form are approved and adopted in all aspects.
2. 於上述第三部分附上姓名及簽名式樣的董事，已獲授權代表本公司簽署商務網上銀行服務修改表格。  
The director whose name and signature appear above in Part III be authorised to sign the Business Internet Banking Service Maintenance Form on behalf of the Company.
3. 以上各項決議的詳細內容將傳達予銀行，並維持有效，直至決議被修訂而修訂決議已經董事會通過，以及一份核證副本已送交銀行為止。  
Details of this resolutions be communicated to the Bank and remain in force until an amending resolution shall have been passed by the Company's Board of Directors and a certified copy of thereof shall have been received by the Bank.

茲證明上述決議案乃本公司董事會於上述日期，在由符合本公司組織章程規定的合法人數召開之董事會議上通過之正式抄本，其內容與本公司董事會會議記錄簿所載相同。We hereby certify the above to be the true copy of the Resolutions as entered in the minute book of the Company duly passed at a Meeting of the Directors of the Company with the required quorum in accordance with the Articles of Association of the Company on the date set out above.

在\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日

Dated this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
 會議主席 Chairman of the Meeting (毋須加蓋公司印章 Company Chop is NOT required)

會議主席姓名 Name of Chairman \_\_\_\_\_

\_\_\_\_\_  
 董事 Director (毋須加蓋公司印章 Company chop is NOT required)

董事姓名 Name of Director \_\_\_\_\_

銀行專用  
For Bank Use Only

Signature Witness /  
Signature Verification

Signature Witness /  
Signature Verification

**第四部分 補領商務網上理財服務私人密碼 Part IV RE-ISSUE BUSINESS INTERNET BANKING SERVICE PASSWORD**
☐ 申請人要求銀行為商務網上理財服務主要用戶發出新的密碼。

The Applicant requests the Bank to issue new password to Business Internet Banking Service Primary User.

 私人密碼封函編號  
 PIN Mailer Reference Number

 本人確認已收妥商務網上理財服務私人密碼封函  
 (主要用戶簽署)  
 I acknowledge receipt of the PIN Mailer for Business  
 Internet Banking Service (Signed by Primary User)

For Bank Use Only

Maker

Checker

S.V.

S.V.

**聲明及協議 (適用於第四部分) Declaration and Agreement (Applicable to Part IV)**

1. 本公司確認本表格所提供的資料為正確及完整，並授權銀行向任何資料來源查證。  
 We confirm that the information given in this form is correct and complete, and authorise the Bank to confirm this from any source the Bank may choose.
2. 本公司明白上述指示經銀行妥為處理後才會生效。We understand that the above instruction will not take effect until it has been duly processed by the Bank.

S.V.

授權人簽署式樣及蓋章 #

Authorised Signature(s) and Chop of Applicant #

簽署人姓名 Name(s) of Signatory(ies) \_\_\_\_\_

**# 簽署要求 Signing Requirements:**

由指定存款賬戶之最高授權限額之被授權簽署人簽署及蓋章。 To be signed by the authorised signatory(ies) with the highest authorisation limit of the Designated Deposit Account with Company Chop.

**銀行專用 For Bank Use Only**

Business Internet Banking Service No.:

**Branch / Business Banking Centre**
☐ (For mail-in application)

Phone confirmed by: (name) \_\_\_\_\_ at (date &amp; time) \_\_\_\_\_ with (customer) \_\_\_\_\_

☐ (For appointing new General User(s) / Operator(s) only) Confirmed that ID&V and AML Name Screening have been done and attached with this form

Handled by:

 Activated by:  
 (For Branch Only)

 Checked and Approved by  
 (with full name) :

**BKO-AIBA**

Handled by:

Checked by:

**BKO-ASCI**

Input by:

Checked by:



**商務網上理財服務條款****Terms and Conditions for Business Internet Banking Service**

本商務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)提供的商務網上理財服務，並同意銀行的商務網上理財服務將受限於本商務網上理財服務條款、一般條款以及本人/吾等就此與銀行同意的其他條款。

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 Business Internet 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 Business Internet 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. 定義與釋義****Definitions and Interpretation****1.1 本商務網上理財服務條款中，下列詞語和表述應具有下述含義：**

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

“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。

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

“香港”指中華人民共和國香港特別行政區。

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

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

"Business Internet Banking Instruction" means any enquiry, request, application, instruction or communication that is received by the Bank through, or in connection with, Business Internet Banking Service.

“商務網上理財服務”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。

"Business Internet 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.

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

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

“保密碼”指為了獲取及/或使用商務網上理財服務，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)。

"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 Business Internet Banking Service.

“交易”指銀行根據商務網上理財指示所執行的或與商務網上理財指示有關的交易。

"Transaction" means a transaction effected by the Bank pursuant to, or in connection with, a Business Internet Banking Instruction.

**1.2 條款標題僅為方便查閱而設，在解釋本商務網上理財服務條款時不予考慮。**

Clause headings are inserted for convenience only and shall be ignored in construing these Terms and Conditions.

**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。本商務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。**

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 本商務網上理財服務條款中提及的“包括”指包括但不限於。**

Any references in these Terms and Conditions to "including" or "include" means including or includes without limitation.

**2. 服務範圍、金額限制和截止時間****Scope of Service, Limits on Amounts and Cut-off Time****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、商務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。**

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 Business Internet Banking Service will be determined by the Bank from time to time at its absolute discretion.

2.2 銀行有權在任何時間及沒有任何進一步的驗證下按商務網上理財指示：

The Bank is entitled at any time, without any further verifications, to act on Business Internet Banking Instructions for:

- i. 接受本人/吾等就銀行不時提供的任何新服務、產品、賬戶、貸款或其他信貸額度的申請；  
my/our applications for any new service, product, account, loan or other facility from time to time provided by the Bank;
- 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、賬戶、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；  
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. 向本人/吾等提供任何關於銀行提供的任何服務、產品、賬戶、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、賬戶、貸款或信貸額度的交易。  
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 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。

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 銀行可在任何時間自行酌情決定增加、修改、限制、中止或終止商務網上理財服務。

The Bank may at its sole discretion add to, modify, restrict, suspend or terminate Business Internet Banking Service at any time.

3. 保密程序

Security Procedures

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/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. 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；  
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. 不向任何第三方披露或洩露用戶名稱、密碼或其他保密碼；  
not disclose, or release the login ID, the password or other Security Code to any third party;
- 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；  
implement control measures to prevent unauthorised access to the login ID, the password or other Security Code;
- 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  
not write down or record the login ID, the password or other Security Code without disguising it; and
- v. 定期變更密碼、用戶名稱和其他保密碼。  
change the password, the login ID and other Security Code on a regular basis.

並且本人/吾等應確保每位代表遵守上述義務。

and I/we shall ensure that each Representative shall comply with the aforesaid obligations.

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獲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，按照本商務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。

I/We acknowledge that there are risks of any Security Code being abused by the Representative(s) or any other persons or for unauthorised 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 unauthorised person or any unauthorised 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 本人/吾等明白及確認本人/吾等可能需對由本人/吾等於商務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/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 Business Internet Banking Service if I/we:

- i. 有欺詐行為或嚴重疏忽；  
act fraudulently or with gross negligence;
- ii. 沒有採取合理措施對保密碼予以保密；  
fail to take reasonable steps to keep any Security Code secure and confidential;
- iii. 故意允許他人使用保密碼；或  
knowingly allow the use by others of any Security Code; or

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。

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 unauthorised transaction has been conducted.

- 3.4 在使用正確保密碼的情況下，銀行沒有義務核實發出商務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，而不是確定通過商務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商務網上理財指示的內容錯誤。

The Bank shall have no duty to verify the identity or authority of the person giving an Business Internet 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 Business Internet 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 Business Internet Banking Instructions.

- 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。

Any Security Code shall remain effective until changed by me/us and accepted by the Bank or until cancelled by the Bank.

- 3.6 銀行無需就本人/吾等將保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保密碼實際是由本人/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保密碼使用的所有安排負全責。

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 銀行可以拒絕任何對商務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。

The Bank may reject any access to Business Internet 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 銀行可隨時修訂其為商務網上理財服務所設立的所有或任何安全程序，包括但不限於修訂保密碼操作、交付規則和認證程序。

The Bank may at any time modify all or any of the security procedures established for Business Internet Banking Service, including, but not limited to, modification of the rules of operation, delivery of any Security Code and authentication procedures.

#### 4. 商務網上理財指示

##### Business Internet Banking Instructions

- 4.1 本人/吾等應確保每一位代表在任何時間均擁有發出商務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。

I/We shall ensure that, at all times, each Representative has the necessary powers and authorisation required for giving Business Internet Banking Instruction. The Bank shall in no event be liable for the lack of powers of any Representative.

- 4.2 未經銀行事先同意，商務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商務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商務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商務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/吾等賬戶或事務有關的任何其他指示或指令的條款不一致。

Any Business Internet Banking Instruction, once given, may not be amended, revoked or withdrawn without the prior consent of the Bank. Any Business Internet 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 Business Internet Banking Instruction and may treat all apparently valid Business Internet 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 本人/吾等須負責商務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。如在任何時間就商務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。

I/We am/are responsible for the accuracy and completeness of Business Internet Banking Instructions and for ensuring the instructions as transmitted correctly. If a dispute arises at any time in relation to the contents of any Business Internet Banking Instruction or any related Transaction, the Bank's relevant recordings shall be conclusive evidence of such contents.



- 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，根據商務網上理財指示行事或執行商務網上理財指示。銀行在其正常營業時間以外或在一非營業日收到的任何商務網上理財指示可視為由銀行在下一個營業日收到。

The Bank will only act upon or carry out a Business Internet 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 Business Internet 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 即使本商務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商務網上理財指示，無需向本人/吾等發出通知或說明理由。

Notwithstanding any provision in these Terms and Conditions to the contrary, the Bank may, at its sole discretion, refuse to carry out any Business Internet Banking Instruction without giving any notice or reason to me/us.

5. 本人/吾等的承諾  
My/Our Undertaking

- 5.1 本人/吾等應(並應確保代表)按照本商務網上理財服務條款和銀行不時提供的關於商務網上理財服務的操作政策、程序和指引使用商務網上理財服務。

I/We shall use, and shall ensure that the Representative(s) shall use, the Business Internet Banking Service in accordance with these Terms and Conditions and the operation policies, procedures and guides relating to Business Internet Banking Service provided by the Bank from time to time.

- 5.2 本人/吾等承諾不會對商務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商務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/吾等使用商務網上理財服務，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。

I/We undertake not to tamper with, modify, decompile, reverse engineer or otherwise alter or gain unauthorised access to any part of Business Internet Banking Service or the Bank's website or any of the software comprised in them. The Bank is entitled to terminate the use of Business Internet Banking Service by me/us without notice and to take legal action against me/us for breach of this undertaking.

- 5.3 本人/吾等或任何代表在使用商務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。

I/We shall notify the Bank as soon as I/we or any Representative(s) encounter any irregularity or difficulty in using Business Internet Banking Service.

- 5.4 當本人/吾等注意到保安密碼已洩露，遺失或被盜，或注意到商務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/吾等可能須對商務網上理財服務的使用及/或交易負責。如銀行懷疑或證實保安密碼已洩露，遺失或被盜，銀行可能會將相關資料提供給警方。

Once it has come to my/our attention that the Security Code has become lost or stolen or otherwise compromised, or that the Business Internet 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 Business Internet 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.

- 5.5 本人/吾等接納以線上傳輸方式，包括但不限於商務網上理財服務遞交予銀行的資料有可能因被入侵、損壞、遺失、延誤或存有電腦病毒而不能保證安全送達或沒有錯誤。本人/吾等確認及接受若任何經由線上傳輸傳送遞交予銀行的資料有任何錯誤、遺漏、遺失、延誤或未能傳達或接收，銀行不須對此承擔任何責任。

I/We accept that the Information sent to the Bank via on-line transmission, including but not limited to those sent via Business Internet Banking Services cannot be guaranteed to be secure or error free as they can be intercepted, corrupted, lost, arrive late or contain viruses. I/We acknowledge and accept that the Bank does not have any liability for any errors or omissions in, loss or delay or failure of arrival or receipt of, any Information transmitted via on-line transmission.

- 5.6 本人/吾等接受若任何經由非銀行提供的線上傳輸或其他互聯網渠道(「第三者設備」)遞交予銀行的資料有任何錯誤、遺漏、遺失、延誤或未能傳達或接收，銀行概不承擔責任或接受任何責任。銀行將無法核實提供資料的人的身份及是否已獲授權，或經由第三者設備所傳遞的資料的真實性。本人/吾等同意銀行可執行其合理相信經第三者設備傳送的資料。

I/We accept that the Bank is not responsible and does not have any liability for any errors or omissions in, loss or delay or failure of arrival or receipt of, any Information delivered to the Bank via or from any on-line submission facility or other internet channels not provided by the Bank ("Third Party Facility"). The Bank will not be able to verify the identity or authority of the person giving such Information or the authenticity of such Information transmitted via the Third Party Facility. I/We agree that the Bank may act on the Information reasonably believed by the Bank to have been transmitted via the Third Party Facility.

- 5.7 本人/吾等向銀行保證並聲明，任何所述輸入均無電腦病毒，並接納如因所述輸入帶有電腦病毒，以至延遲或不能處理所述輸入，銀行概不承擔責任或法律責任。  
I/We warrant and represent to the Bank that any Input will be virus-free and accepts that the Bank shall have no responsibility or liability to process the Input as a result of any virus.

6. 技術要求

Technical Requirements

- 6.1 本人/吾等必須自行承擔全部費用和責任，確保獲取商務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。  
I/We must, at my/our sole cost and responsibility, ensure that the equipment used to access Business Internet Banking Service is reliable, compatible and meets the minimum specifications required for the purpose.
- 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。  
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.
- 6.3 本人/吾等須根據良好之電腦應用守則確保其電腦及通訊設備之保安，銀行對此並不負責。  
I am/We are responsible for ensuring the security of my/our own computing and communication equipment in accordance with good computer practice and the Bank accepts no responsibility or liability thereof.

7. 費率資訊查詢

Rate Information Inquiry

銀行在提供商務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/吾等通過商務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不同。

Any exchange rate, loan rate or interest rate quoted by the Bank in the course of providing Business Internet 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 Business Internet 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. 錄音、記錄和參考數位

Recordings, Records and Reference Numbers

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商務網上理財指示，並將此等記錄保存銀行認為必要的期限。

The Bank is authorised to record by any means all Business Internet 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. 系統中斷

Interruption of the System

- 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：  
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. 本人/吾等獲取商務網上理財服務；  
my/our access to Business Internet Banking Service;
  - 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)。  
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.
- 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。  
The 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 對於本人/吾等使用商務網上理財服務或通過商務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商務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。

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 Business Internet Banking Service or the information provided through Business Internet 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 Business Internet 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 銀行聲明其未作出法例、慣例或習慣所明示或默示的有關商務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。  
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 Business Internet Banking Service.

## 10. 服務的暫停或終止

### Suspension or Termination of Service

- 10.1 銀行可在本人/吾等賬戶、服務或其他項目關閉時暫停或終止商務網上理財服務。本人/吾等暫停或終止商務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。  
The Bank may suspend or terminate Business Internet Banking Service upon closure of my/our accounts, services or otherwise. Suspension or termination by me/us of Business Internet 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 對於本人/吾等因任何原因自願或非自願暫停或終止商務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。  
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 Business Internet Banking Service for any reason whatsoever.
- 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/吾等違反本商務網上理財服務條款項下任何義務，銀行可在任何時間暫停商務網上理財服務。  
In addition, the Bank may at any time suspend Business Internet 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 任何一方可在任何時間經提前三十(30)天書面通知終止商務網上理財服務，但是如本人/吾等違反本商務網上理財服務條款項下任何義務，銀行可立即終止商務網上理財服務無需發出通知。  
Either party may terminate Business Internet Banking Service any time by giving a thirty (30) days prior written notification. The Bank may terminate Business Internet 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 商務網上理財服務終止後，本人/吾等將不能獲取和使用商務網上理財服務，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)並應繼續受限於本商務網上理財服務條款中的條款和條件，直至全部完成。  
Upon termination of Business Internet Banking Service, my/our ability to access and utilise Business Internet 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. 費用

### Fees and Costs

- 11.1 本人/吾等同意按照銀行不時向本人/吾等發出的通知，支付銀行提供商務網上理財服務的費用(如有)。  
I/We agree to pay such charges (if any) for the provision of Business Internet Banking Service, as the Bank shall advise me/us from time to time.
- 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商務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。  
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 Business Internet 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 本人/吾等授權銀行將其提供商務網上理財服務的收費於本人/吾等任何賬戶中扣除。  
I/We authorise the Bank to debit any of my/our accounts with any charges for the provision of Business Internet Banking Service.
- 11.4 本人/吾等應支付通過商務網上理財服務與銀行進行溝通的所有費用(如有)。  
I/We shall pay all costs, if any, of communicating with the Bank through Business Internet Banking Service.

## 12. 知識產權

### Proprietary Rights

- 12.1 本人/吾等確認並接受，商務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。銀行保留其對商務網上理財服務(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商務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。

I/We acknowledge and accept that Business Internet 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 Business Internet 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 Business Internet Banking Service.

- 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）全部或任何部分的商務網上理財服務模式、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/吾等不時就商務網上理財服務所提供、開發及/或使用的任何與商務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。

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 Business Internet 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 Business Internet 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 Business Internet Banking Service.

- 12.3 對於本人/吾等由於或歸因於商務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。

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 Business Internet Banking Service components (including, without limitation, any software or hardware), unless this is caused by the Bank's negligence or wilful default.

### 13. 責任限制與彌償

#### Limitation of Liability and Indemnification

- 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商務網上理財服務和安全程序的充足性和適當性表示滿意。

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 Business Internet Banking Service as a delivery mechanism for data and instructions and of the security procedures.

- 13.2 除本商務網上理財服務條款中明確規定外，銀行並未就商務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、適商性或適合特定用途的保證。

Except as expressly set out in these Terms and Conditions, the Bank does not make any warranties concerning Business Internet Banking Service or its system, including, without limitation, any warranties on satisfactory quality, merchantability or fitness for a particular purpose.

- 13.3 對於任何時候因本商務網上理財服務條款而起或與之有關或因本商務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）。

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 在不限制前述規定的前提下，銀行：(i)並無義務接受商務網上理財指示，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)對於商務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商務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、及時性或傳送的商務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。

Without limiting the foregoing, the Bank: (i) shall not be obligated to accept, and shall not be liable for failing to accept, any Business Internet 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 Business Internet 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 Business Internet 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 Business Internet 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 對於因本商務網上理財服務條款或因本人/吾等違反本商務網上理財服務條款或因本商務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作出銀行彌償、償付並應使銀行免受損失。

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. 與銀行的其他理財協議

##### Other Banking Agreements with the Bank

- 14.1 即使銀行與本人/吾等就本人/吾等的賬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/吾等商務網上理財指示。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商務網上理財服務以電子通信形式進行。

I/We agree that the Bank is entitled to rely on the Business Internet 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 Business Internet Banking Service.

- 14.2 除非本條款及細則另有規定，依照商務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。在商務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。Unless otherwise specified in these Terms and Conditions, each transaction to be effected pursuant to an Business Internet 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 Business Internet Banking Instruction to the Bank.

- 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。

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. 其他資訊

##### Other Information

銀行並未保證或陳述通過商務網上理財服務提供的資訊均準確、充分、最新或無誤。通過商務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。

The Bank does not warrant or represent that the information provided through Business Internet Banking Service is accurate, sufficient, up-to-date or error free. Some of the information available through Business Internet 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. 其他規定

##### Miscellaneous

- 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，對本商務網上理財服務條款的任何規定進行修訂或補償。

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 除銀行另行書面同意外，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商務理財服務條款項下的權利或救濟。

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. 第三者權利****Rights of Third Parties**

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。

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. 發薪服務章則及條款****Terms and Conditions for Payroll Service**

18.1 發薪服務乃以數字形式作基礎之系統，銀行並無責任覆核及確保資料所提供之任何戶口持有人/收款人之姓名乃與銀行之紀錄相符。本人/吾等並確認及同意倘銀行將款項存入於本人/吾等指示中或其部分指示中所提供相同編號之賬戶，即構成銀行已妥當及完整地執行本人/吾等的指示。

The Payroll Service is provided in reliance on numerically based systems and the Bank shall not be responsible to review and ensure that there is no discrepancy of any kind between the name of any account holder/beneficiary (as provided in the Information) and the name of any account holder in the Bank's records. I/We confirm and agree that a transfer or payment to an account having the same number as that provided in or as part of my/our instructions shall constitute good and complete compliance and discharge on the part of the Bank with regard to my/our instructions.

18.2 本人/吾等須對任何資料之準確性及完整性自行負責，銀行無責任覆核資料，並不須對本人/吾等因資料錯誤或遺漏而引起之任何索償或損失負任何責任。

I am/We are solely responsible for the accuracy and completeness of any Information and the Bank shall not be responsible to review or verify the same and that the Bank shall not be liable for any losses or damages suffered by myself/ourselves arising from any inaccuracies or omissions of any Information.

18.3 有關發薪服務，本人/吾等現要求銀行將本人/吾等輸入之付款資料及賬單詳細資料提供予收款人〔下稱「發薪服務」〕。本人/吾等承諾通知收款人，銀行會於收到本人/吾等輸入之上述資料後提供予收款人。本人/吾等承認須對其輸入之資料之準確性及完整性自行負責，銀行無責任對有關資料予以核證，並不須對本人/吾等或收款人就有關資料輸入錯誤或遺漏而引致之任何索償或損失負任何責任。銀行因接受本人/吾等要求提供發薪服務而引致銀行所承受的一切索償或損失，本人/吾等同意向銀行賠償承擔。

For the purposes of the Payroll service, I/We hereby request the Bank to provide to the payee information of payment and invoice details input by myself/us (the "Payroll Service"). I/We undertake to inform the payee that the Bank will provide such information to the payee subsequent to the Bank's receipt of the same from me/us. I/We agree that I am/we are solely responsible for the accuracy and completeness of any such information and the Bank shall not be responsible to check or verify the same and shall not be liable for any losses or damages suffered by myself/ourselves or the payee arising from any inaccuracies or omissions of any Information. I/We agree to indemnify the Bank for any losses or damages suffered by the Bank arising from the Bank accepting and acting upon my/our request to provide the Payroll Service.

18.4 本人/吾等明白如本人/吾等在申請發薪服務時所提供的任何資料(例如公司地址、聯絡人姓名、電話號碼等)有所變更，本人/吾等須立即就變更通知本銀行。

I/we understand that in case of change of any information provided by me/us in its application for the Payroll Service (e.g. company address, name of contact person, telephone number etc), I/We have to advise the Bank of such changes forthwith.

18.5 如本人/吾等使用非由銀行提供的任何軟件程式(「第三者軟件」)來編制資料，及/或經或從任何第三者設備將資料遞交給銀行：

If I am/We are preparing any Information by the use of any software programme not provided by the Bank ("Third Party Software") and/or is delivering to the Bank any Information via or from any Third Party Facility:

i. 本人/吾等接受只使用銀行不時接受的第三者軟件及/或第三者設備(「第三者服務」)，且銀行有權隨時拒絕接受任何第三者服務而毋需通知、提供理由或得到本人/吾等同意；

I/we accept that I/we shall only use such Third Party Software and/or Third Party Facility ("Third Party Services") as are acceptable to the Bank from time to time and the Bank shall be entitled to refuse to accept any Third Party Services at any time without any notice to, reason or consent from me/us;

ii. 本人/吾等進一步接受，銀行毋須承擔任何因本人/吾等使用第三者服務所引致的任何損失、損害或費用或由此而蒙受之損失、損害或費用負任何責任，本人/吾等須自行負責向第三者服務的服務提供者申請第三者服務，並須對第三者服務之使用、暫停或終止而引起或與此有關之一切後果負上全部責任；及

I/we further accept that the Bank is not responsible and does not accept any liability for any losses, damages or expenses or consequential losses, damages or expenses suffered or incurred by me/us in connection with the Third Party Services, and I am/We are solely responsible for subscribing for the Third Party Services from the service providers of the Third Party Services and shall be fully liable and responsible for all consequences arising from or in connection with the use, suspension or termination of the Third Party Services; and

iii. 本人/吾等聲明及保證本人/吾等有全權使用第三者服務。

I/We represent and warrant that I/we have the full right to use the Third Party Services.

- 18.6 銀行將於本人/吾等指定之扣數日執行資料，惟銀行不會對任何延誤執行資料或因資料不清楚或不完整而未能執行，或本人/吾等未能於銀行不時指定之截數日期前遞交資料而引致本人/吾等之任何損失、損害或費用或由此而蒙受之損失、損害或費用負任何責任。如扣數日期為非結算日，則下一結算日將被視為扣數日期，除非該營業日因此而延至下一個曆月的日子，則此項指示將會於原發薪日之前一個結算日執行。

The Bank shall act on the Information on the payment date specified by me/us and shall not be liable for any losses, damages, expenses or consequential losses, damages or expenses suffered or incurred by me/us for any delay or inability in acting on the Information resulting from the Information being unclear or incomplete or I/we having failed to submit the Information by the cut-off time specified by the Bank from time to time. If the payment date falls on a non-clearing day, the next clearing day will be treated as the payment date unless it would otherwise fall in the next calendar month in which case it shall fall on the preceding clearing day.

- 18.7 本人/吾等承諾及同意在銀行不時指定之截數日期前確定戶口備有充裕的款項，如因戶口存款不足，銀行無兌付之義務，如發薪指示因戶口存款不足或其他原因而無法持行，銀行得向本人/吾等收取退回該自動轉賬發薪指示的手續費。

I/We shall place sufficient cleared funds before the cut-off time specified by the Bank from time to time, otherwise the Bank will not honour any transaction; and the transaction dishonoured by the Bank for reason of insufficient cleared funds or any other reason, a service charge as specified by the Bank from time to time shall be payable by me/us to the Bank.

- 18.8 銀行在本人/吾等指定的扣數日之後，或認為未有足夠時間執行，可毋須接受任何取消或更改。

The Bank shall not be obliged to accept any cancellation or variation of any Information after the payment date specified by me/us or if the Bank considers it has insufficient time to act.

- 18.9 為使銀行能提供發薪服務，本人/吾等聲明及保證已就轉移及披露個人資料，取得任何其戶口持有人/收款人之同意。I/We represent and warrant that I/We have obtained all necessary consents from any account holders / beneficiaries for any transfer or release of personal data to the Bank in order for the Bank to provide the Payroll Service.

- 18.10 本人/吾等將彌償本銀行並使本銀行免受所有因接受及執行本人/吾等所編製之資料，或本人/吾等違反當中任何條款、聲明或保證，或下述第18.11項條文所指服務之條款及條件而直接或間接引致或與此有關之任何法律行動、訴訟、法律責任、索償、損失、損害、費用及開支。

I/we shall hold the Bank harmless and indemnified against any actions, proceedings, liabilities, claims, losses, damages, costs and expenses howsoever arising directly or indirectly out of or in connection with the Bank accepting and acting upon the Information or those resulting from any breach on the part of myself/ourselves of any terms, representations or warranties herein or any applicable terms and conditions referred to in paragraph 18.11 below.

- 18.11 本章則之條款不影響而且附加於本人/吾等就使用發薪服務、商務網上理財服務及/或銀行核准之其他服務或渠道而已訂立或將訂立之任何其他文件所載之條款及條件。本人/吾等明瞭如透過商務網上理財服務或銀行核准之其他服務或渠道傳送資料，本人/吾等須根據商務網上理財服務或銀行核准之其他服務或渠道之條款及條件使用該等服務或渠道，惟本章則之所有條款及條件亦將一併適用。

The terms and conditions herein are without prejudice to and in addition to any terms and conditions contained in any other documents which I/We have entered into or will be entering into regarding the Payroll Service, Business Internet Banking and/or other services or channels approved by the Bank. I/We understand that in case of transmission of the Information via Business Internet Banking Services or other services or channels approved by the Bank, I/We must subscribe for Business Internet Banking Services or other services or channels approved by the Bank on the terms and conditions applicable thereto but that all the terms and conditions herein apply accordingly.

- 18.12 本人/吾等茲授權銀行可就發薪服務並根據其不時公佈之收費率，從本人/吾等賬戶中支取任何費用。如該費用涉及將某種貨幣兌換為另一種貨幣，該兌換將根據銀行決定為有關外匯市場當時通行的兌換率而進行，而該決定為最終決定及對本人/吾等具有約束力。

I/We hereby authorise the Bank to debit its account with any charges in respect of the Payroll Service in accordance with the rates published by the Bank from time to time, and if such debit requires the conversion of one currency into another, such conversion shall be effected at the exchange rate which the Bank determines to be prevailing in the relevant foreign exchange market at the relevant time, and such determination shall be conclusive and binding on me/us.

- 18.13 銀行可向本人/吾等發出七(7)天之事先書面通知而隨時終止任何發薪服務。銀行亦可隨時修改或調整或修訂或更改發薪服務詳情或當中任何部份或其他銀行已經核准之服務或渠道。倘本人/吾等沒有使用發薪服務超過一年，則銀行可毋須通知客戶而終止提供該發薪服務。

The Bank may terminate the Payroll Service at any time by giving seven (7) days' notice in writing to me. The Bank may amend or adjust or revise or change at any time any of the features of the Payroll Service or part thereof or any of the services or channels approved by the Bank. If I/we have not been using the Payroll Service for over one year, the Bank may terminate the Payroll Service without notice to me/us.

- 18.14 銀行可於向本人/吾等發出三十(30)天事先通知而對本章則予以修訂，通知形式可為展示、廣告或其他銀行認為合適之方式。如本人/吾等仍繼續使用發薪服務，則該等修訂將對本人/吾等具有約束力。

The Bank may revise these terms and conditions at any time on giving thirty (30) days' prior notice to me/us (which may be given by display, advertisement or any other means as the Bank shall think fit) and shall be binding on me/us if I/we continue to use the Payroll Service.



18.15 即使上述第18.13及18.14項條文另有所述，(i) 銀行保留權利隨時增補應用於發薪服務之額外條款及條件、終止提供發薪服務，或從本人/吾等戶口作轉賬或兌換款項，以便符合銀行與清算行或境內代理銀行之協議及不時適用之任何法律、規定、法令，或任何在世界各地(包括但不限於香港及中華人民共和國)監管機關、政府機構、清算或結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(「適用規定」)，並毋須事先通知(適用規定另有要求除外)；及(ii) 銀行有權拒絕或隨時終止向本人/吾等提供任何發薪服務(包括但不限於拒絕在本人/吾等戶口作轉賬或還原已作轉賬之款項)，並毋須事先通知(適用規定另有要求除外)或給予任何理由。

Notwithstanding Clauses 18.13 and 18.14 above, (i) the Bank reserves the right to introduce additional terms and conditions applicable to the Payroll Service, terminate the provision of any Payroll Service, transfer or convert any amount in the Account in order to comply with the Bank's agreement with the clearing bank or domestic agent bank and 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 or settlement bank or body exchange or professional body in whatever part of the world (including, without limitation, Hong Kong and the People's Republic of China) applicable from time to time (collectively the "Applicable Regulations") without prior notice except as may be otherwise required in the Applicable Regulations; and (ii) the Bank shall have the right to refuse or at any time terminate the provision of any Payroll Service to myself/ourselves (including without limitation, to decline any transfer or revert any transfer of any sum that has been effected from or to the Account) without prior notice (except as may be otherwise required in the Applicable Regulations) and without giving any reasons.

18.16 本人/吾等同意獲得授權操作本人/吾等戶口(根據其不時給予銀行之開戶書之規定)之人士，已獲得授權可代表本人/吾等就履行發薪服務而向銀行發出指示。

I/We agree that the person(s) authorised by myself/us to operate the Account pursuant to the account mandate from time to time given to the Bank by myself/us is/are authorised to give instructions with respect to the Payroll Service to the Bank on behalf of myself/us.

19. 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)的規定強制執行本協議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。

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.

## 20. 法律與司法管轄

### Law and Jurisdiction

本商務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。

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.

## 21. 適用文本

### Governing Version

若中英文文本之間存在任何不一致，以本商務網上理財服務條款的英文文本為準。

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