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匯款服務條款

此等條款為本人 / 吾等（「申請人」）同意受其約束之一般條款中所指的特別條款。申請人可不時向中信銀行(國際)有限公司（「銀行」）申請匯款服務（「服務」），並同意服務均受此等條款、一般條款及申請人就有關事項與銀行協定之其他條款所限制。

- 申請人的一切匯款指示均視為在其小心審閱並證實正確無誤後發出。
申請人須對其就任何匯款指示所提供的全部資料之準確性及完整性負責，銀行無責任檢查或核實該等資料，而且銀行並不對因申請人提供的資料的任何錯誤、遺漏或不完整而引起之任何損失或損害負任何責任。
- 銀行保留權利按其匯款安排選擇以電匯方式或在香港以銀行同業的資金轉撥方式（經由結算所自動轉帳系統）（「同業撥帳」）處理匯款指示。
- 銀行有權選擇不接受或拒絕匯款申請而無須給予任何理由。
- 即使銀行已接受電匯或同業撥帳申請，如銀行合理地認為出現下列任何情況，銀行有權拒絕處理該電匯或同業撥帳而無須通知申請人：
 - (a) 申請人的相關匯款戶口中的可用資金不足；或
 - (b) 申請人所給予的任何資料不正確、不完整或不清晰；或
 - (c) 處理該等電匯或同業撥帳會違反任何適用法律或法規；或
 - (d) 申請人就電匯或同業撥帳指定的額外指示或要求不在銀行所提供的服務範圍內或不獲銀行接受。如因以上任何一個或多個原因導致電匯/同業撥帳延誤、拒收及/或退回或銀行延誤處理或決定不處理電匯/同業撥帳而引致任何人蒙受損失或損害，銀行無須承擔任何責任。銀行有權從該匯款中或申請人的戶口中扣除收款人銀行及/或其他銀行所收取的任何費用。
- 銀行有權用顯白言語、暗碼、密碼或任何形式之電子傳送訊號發出與申請人的匯款申請有關之任何訊息；對於任何代理銀行、分代理或其他代理人造成的任何損失或因其任何錯誤、疏忽或過失所引致之任何損失，銀行概不負責。
- 如因操作情況所需，銀行得保留權利將申請人的匯款指示從其指定地點以外之不同地點發送到其指定地點以外之不同目的地。
- 除申請人與銀行就匯款申請已預先安排及同意某一貨幣兌換率，否則，如支帳貨幣與匯款貨幣不相同，銀行將於支帳日期當天在（或約在）處理匯款申請之時，按銀行當時之通行兌換率進行貨幣兌換。
- 銀行保留絕對權力拒絕接受申請人就匯款申請之改匯或退匯要求。若銀行按其認為適合的條件下允許申請人的改匯或退匯要求而需要退還款項，銀行須接到代理銀行通知確認匯款已取消後於扣除所需之收費及其他費用後才退回予申請人。若退款貨幣與入帳貨幣不相同，銀行將於退還款項當日在（或約在）處理退款之時，按銀行當時的通行兌換率進行貨幣兌換。
- 即日收款之匯款申請，須受目的地所在之地理區域之截數時間限制。
- 有關匯款之兌現均受基於兌現國家當地及 / 或有關結算所的法律、規定及規例而施加的任何外匯管制或其他限制約束，及/或受任何適用於或施加於該國家或適用於收款人的法律、規定、規例或制裁（包括與反洗黑錢相關的法律、規定、規例或制裁）約束。銀行沒有責任提供該等外匯管制或其他限制的資料。銀行及其代理銀行或代理人對於因該等法律、規定、規例或制裁所引致任何損失或延誤亦無需承擔責任。
- 銀行、其聯屬公司及付款中介行受各政府、準政府及自我監管部門(每一項稱為「當局」)的法律、命令、要求及指引(每一項稱為「法規」)規限，亦受銀行、其聯屬公司及付款中介行各自就（但不限於）以下各項採納的政策及程序（每一項稱為「政策」）規限：反洗黑錢；反恐怖主義融資；保安、外交、貿易、財政、經濟及其他禁運及制裁；法院命令；調查；稅務；交易審核及監控；以及報告要求。為力求遵守該等法規和政策，銀行、其聯屬公司及/或付款中介行可(a)暫停、拒絕或凍結匯款；(b)扣押、扣除、扣留及/或向一個當局移交申請人的匯款相關資金，包括申請人戶口中的資金；(c) 向一個或多個當局報告匯款、其詳情，以及申請人的詳情；及(d)採取或暫不採取任何其他行動。申請人同意承擔與任何及全部行動或暫不行動有關的任何延誤及損失風險。銀行、其聯屬公司及付款中介行可能未獲准立即或於任何時間披露與就法規或其政策採取的行動相關的資料。
- 所有選取歐盟國家及歐洲經濟特區為目的地的歐元匯款申請，申請人需要提供收款人銀行的SWIFT 代碼(BIC)及以IBAN格式表示的收款人戶口號碼。若申請人沒有提供有關資料，或資料無效或不正確，則該筆電匯有可能被拒收、退回及/或延遲，並通常附帶額外費用。銀行無需就任何人因該等電匯被拒收、退回及/或延遲引致的任何損失或損害承擔任何責任。
- 申請人須完全承擔匯款的風險。就(a)傳遞任何訊息時出現的；(b) 銀行或電匯公司錯誤理解任何電子訊息而引致的；(c)由銀行的代理銀行、代理人或其員工、或任何其他不能由銀行控制的原因而出現的任何損毀、妨礙、遺漏、錯誤、疏忽、違責、過失、延誤、減損或資金不足，銀行無需負責。
- 申請人須向銀行、其代理銀行、分代理或其他代理人彌償（以全數彌償基準）因申請人的匯款指示而引致之一切合理費用（包括法律費用及其他費用）。部分海外銀行可能會徵收額外海外交易手續費（包括收款人銀行、代理行或其他代理人的收費）；不論申請人的原本匯款指示為何，該等代理銀行可能會按其慣例從匯款金額中扣除上述手續費。因此，受益人有機會收不到匯出匯款的全數金額。
- (a)銀行無須就申請人因銀行提供的服務招致或以其他方式蒙受的任何損失承擔責任(無論如何引起或描述，且不論責任的法律依據為何)，除非該損失是由於銀行的欺詐、疏忽或故意不當行為所致。銀行無須為任何間接或相應而生的損失或利潤損失承擔責任，無論是否可預知該等損失。(b) 銀行無須就申請人因付款中介行的任何作為或不作為而蒙受或招致的任何損失承擔責任。(c) 如銀行及/或其聯屬公司就服務招致或以其他方式蒙受任何及全部損失，申請人須應要求向銀行及其聯屬公司作出彌償，除非該損失是由於銀行或任何聯屬公司的欺詐、疏忽或故意不當行為所致。
- 申請人同意並授權銀行可將銀行不時蒐集有關申請人之任何個人資料，根據銀行有關使用及披露個人資料政策，用於其中所述用途及向其中所述人士披露。該等政策於銀行不時備有供客戶索取之聲明、通函、條款及條件或通知中載明。申請人亦同意並授權銀行可將銀行所蒐集的資料 (a)用以達到任何司法管轄區的法律、規定、法令或指引、法院命令或監管機構訂明的披露要求，及(b)向銀行根據任何司法管轄區的法律、規定、法令或指引、法院命令或監管機構規定或獲允許向其作出披露的任何人士披露。
- 銀行可因任何不可抗力事件暫停或終止執行匯款，其中包括但不限於：(a)任何法規的變更或任何法規的解釋或執行上發生變更；(b) 任何當局的行為、命令或要求；(c) 對於任何貨幣的供應、可兌換性、信貸或可轉帳性的限制或將實施的限制；(d)任何付款中介行失職或違責；(e)電腦系統失靈；(f) 銀行的服務提供者或供應商失職或違責；(g) 傳輸匯款指示時出現任何故障，或錯誤傳達匯款指示；或(h) 超出銀行合理控制範圍內的任何其他事件。申請人須承擔與不可抗力事件相關的任何延誤及損失風險。
- (適用於香港居民的個人人民幣匯款申請) 倘於任何一天透過申請人任何人民幣帳戶匯往中華人民共和國之任何人民幣匯款申請的數額或總額超過銀行與在香港的人民幣清算行不時約定的每日最高匯款金額時，銀行有權拒絕該匯款申請。
- (適用於香港居民的個人人民幣匯款申請) 倘匯款申請中所提供之匯款人帳戶姓名與收款人帳戶姓名並不完全吻合，銀行有權拒絕該匯款申請。
- (適用於非香港居民的個人人民幣匯款申請) 申請人明白及確認，如透過申請人於銀行開設之任何人民幣帳戶向中華人民共和國匯入或從當中匯出任何人民幣之任何申請（「人民幣匯款申請」）可能須要取得中華人民共和國內或其有關機關批核。
- (適用於非香港居民的個人人民幣匯款申請) 申請人同意若然中華人民共和國境內或其任何有關機關或銀行拒絕或不批准任何人民幣匯款申請，銀行擁有絕對酌情權拒絕該人民幣匯款申請，並對申請人或任何人士/有關機關均無須負上任何形式的責任或義務。
- (適用於非香港居民的個人人民幣匯款申請) 申請人須承擔及對因中華人民共和國境內或其任何機關或銀行拒絕或不批准任何人民幣匯款申請所引致或相關之任何及所有損失、損害、責任及/或其他後果（包括但不限於任何費用或收費）負責，並將完全賠償及使銀行免受所有該等損失、損害、責任及/或其他後果的損失。
- (適用於人民幣匯款) 如匯款申請不符合香港金融管理局或香港有關結算銀行的有關不時規定，本行可拒絕執行申請人之人民幣匯款要求。
- (適用於收款人在中華人民共和國境內的情況) 申請人確認此匯款符合中華人民共和國境內資金使用及跨境流動的所有相關規定、規例及法律要求。於本行的要求下，申請人需及時提供令本行滿意的證明文件予本行，以證明匯款完全符合所有相關規定、規例及法律要求和/或已取得中華人民共和國境內相關監管部門的相關審批。
- 倘若本行容許申請人在匯款申請中表明該匯款可以在下一天處理而申請人如此表明，則本行將在下一個營業日才會處理該項匯款申請。
- 如本條款的中英文版本有任何差歧，概以英文版為準。

汇款服务条款

此等条款为本人 / 吾等（「申请人」）同意受其约束之一般条款中所指的特别条款。申请人可不时向中信银行(国际)有限公司（「银行」）申请汇款服务（「服务」），并同意服务均受此等条款、一般条款及申请人就有关事项与银行协定之其他条款所限制。

1. 申请人的一切汇款指示均视为在其小心审阅并证实正确无误后发出。
申请人须对其就任何汇款指示所提供的全部资料之准确性及完整性负全责，银行无责任检查或核实该等资料，而且银行并不对因申请人提供的资料的任何错误、遗漏或不完整而引起之任何损失或损害负任何责任。
2. 银行保留权利按其汇款安排选择以电汇方式或在香港以银行同业的资金转拨方式（经由结算所自动转帐系统）（「同业拨帐」）处理汇款指示。
3. 银行有权选择不接受或拒绝汇款申请而无须给予任何理由。
4. 即使银行已接受电汇或同业拨帐申请，如银行合理地认为出现下列任何情况，银行有权拒绝处理该电汇或同业拨帐而无须通知申请人：
(a) 申请人的相关汇款户口中的可用资金不足；或
(b) 申请人所给予的任何资料不正确、不完整或不清晰；或
(c) 处理该等电汇或同业拨帐会违反任何适用法律或法规；或
(d) 申请人就电汇或同业拨帐指定的额外指示或要求不在银行所提供的服务范围内或不获银行接受。
如因以上任何一个或多个原因导致电汇/同业拨帐延误、拒收及/或退回或银行延误处理或决定不处理电汇/同业拨帐而引致任何人蒙受损失或损害，银行无须承担任何责任。银行有权从该汇款中或申请人的户口中扣除收款人银行及/或其他银行所收取的任何费用。
5. 银行有权用显白言语、暗码、密码或任何形式之电子传送讯号发出与申请人的汇款申请有关之任何讯息；对于任何代理银行、分代理或其他代理人造成的任何损失或因其任何错误、疏忽或过失所引致之任何损失，银行概不负责。
6. 如因操作情况所需，银行得保留权利将申请人的汇款指示从其指定地点以外之不同地点发送到其指定地点以外之不同目的地。
7. 除申请人与银行就汇款申请已预先安排及同意某一货币兑换率，否则，如支帐货币与汇款货币不相同，银行将于支帐日期当天在（或约在）处理汇款申请之时，按银行当时之通行兑换率进行货币兑换。
8. 银行保留绝对权力拒绝接受申请人就汇款申请之改汇或退汇要求。若银行按其认为适合的条件下允许申请人的改汇或退汇要求而需要退还款项，银行须接到代理银行通知确认汇款已取消后于扣除所需之收费及其他费用后才退回予申请人。若退款货币与入帐货币不相同，银行将于退还款项当日在（或约在）处理退款之时，按银行当时的通行兑换率进行货币兑换。
9. 即日收款之汇款申请，须受目的地所在之地理区域之截数时间限制。
10. 有关汇款之兑现均受基于兑现国家当地及 / 或有关结算所的法律、规定及规例而施加的任何外汇管制或其他限制约束，及/或受任何适用于或施加于该国家或适用于收款人的法律、规定、规例或制裁（包括与反洗钱相关的法律、规定、规例或制裁）约束。银行没有责任提供该等外汇管制或其他限制的资料。银行及其代理银行或代理人对于因该等法律、规定、规例或制裁所引致任何损失或延误亦无需承担责任。
11. 银行、其附属公司及付款中介行受各政府、准政府及自我监管部门(每一项称为「当局」)的法律、命令、要求及指引(每一项称为「法规」)规限，亦受银行、其附属公司及付款中介行各自就(但不限于)以下各项采纳的政策及程序(每一项称为「政策」)规限:反洗钱;反恐主义融资;保安、外交、贸易、财政、经济及其他禁运及制裁;法院命令;调查;税务;交易审核及监控;以及报告要求。为力求遵守该等法规和政策，银行、其附属公司及/或付款中介行可(a)暂停、拒绝或冻结汇款;(b)扣押、扣除、扣留及/或向一个当局移交申请人的汇款相关资金，包括申请人户口中的资金;(c)向一个或多个当局报告汇款、其详情，以及申请人的详情;及(d)采取或暂不采取任何其他行动。申请人同意承担与任何及全部行动或暂不行动有关的任何延误及损失风险。银行、其附属公司及付款中介行可能未获准立即或于任何时间披露与就法规或其政策采取的行动相关的资料。
12. 所有选取欧盟国家及欧洲经济特区为目的之欧元汇款申请，申请人需要提供收款人银行的SWIFT 代码(BIC)及以IBAN格式表示的收款人户口号码。若申请人没有提供有关资料，或资料无效或不正确，则该笔电汇有可能被拒收、退回及/或延迟，并通常附带额外费用。银行无需就任何人因该等电汇被拒收、退回及/或延迟引致的任何损失或损害承担任何责任。
13. 申请人须完全承担汇款的风险。就(a)传递任何讯息时出现的;(b) 银行或电汇公司错误理解任何电子讯息而引致的；(c)由银行的代理银行、代理人或其员工、或任何其他不能由银行控制的原因而出现的任何损毁、妨碍、遗漏、错误、疏忽、违责、过失、延误、减损或资金不足，银行无需负责。
14. 申请人须向银行、其代理银行、分代理或其他代理人弥偿（以全数弥偿基准）因申请人的汇款指示而引致之一切合理费用（包括法律费用及其他费用）。部分海外银行可能会征收额外海外交易手续费（包括收款人银行、代理行或其他代理人的收费）；不论申请人的原本汇款指示为何，该等代理银行可能会按其惯例从汇款金额中扣除上述手续费。因此，受益人有机会收不到汇出汇款的全数金额。
15. (a)银行无须就申请人因银行提供的服务招致或以其他方式蒙受的任何损失承担责任(无论如何引起或描述，且不论责任的法律依据为何)，除非该损失是由于银行的欺诈、疏忽或故意不当行为所致。银行无须为任何间接或相应而生的损失或利润损失承担责任，无论是否可预知该等损失。(b) 银行无须就申请人因付款中介行的任何作为或不作为而蒙受或招致的任何损失承担责任。(c) 如银行及/或其附属公司就服务招致或以其他方式蒙受任何及全部损失，申请人须应要求向银行及其附属公司作出弥偿，除非该损失是由于银行或任何附属公司的欺诈、疏忽或故意不当行为所致。
16. 申请人同意并授权银行可将银行不时搜集有关申请人之任何个人资料，根据银行有关使用及披露个人资料政策，用于其中所述用途及向其中所述人士披露。该等政策于银行不时备有供客户索取之声明、通函、条款及条件或通知中载明。申请人亦同意并授权银行可将银行所搜集的资料 (a)用以达到任何司法管辖区的法律、规定、法令或指引、法院命令或监管机构订明的披露要求，及(b)向银行根据任何司法管辖区的法律、规定、法令或指引、法院命令或监管机构规定或获允许向其作出披露的任何人士披露。
17. 银行可因任何不可抗力事件暂停或终止执行汇款，其中包括但不限于：(a)任何法规的变更或任何法规的解释或执行上发生变更；(b) 任何当局的行、命令或要求；(c) 对于任何货币的供应、可兑换性、信贷或可转帐性的限制或将实施的限制；(d)任何付款中介行失职或违责；(e)电脑系统失灵；(f) 银行的服务提供商或供应商失职或违责；(g) 传输汇款指示时出现任何故障，或错误传达汇款指示；或(h) 超出银行合理控制范围内的任何其他事件。申请人须承担与不可抗力事件相关的任何延误及损失风险。
18. (适用于香港居民的个人人民币汇款申请) 倘于任何一天透过申请人任何人民币帐户汇往中华人民共和国之任何人民币汇款申请的数额或总额超过银行与在香港的人民币清算行不时约定的每日最高汇款金额时，银行有权拒绝该汇款申请。
19. (适用于香港居民的个人人民币汇款申请) 倘汇款申请中所提供之汇款人帐户姓名与收款人帐户姓名并不完全吻合，银行有权拒绝该汇款申请。
20. (适用于非香港居民的个人人民币汇款申请) 申请人明白及确认，如透过申请人于银行开设之任何人民币帐户向中华人民共和国汇入或从当中汇出任何人民币之任何申请（「人民币汇款申请」）可能须要取得中华人民共和国内或其有关机关批核。
21. (适用于非香港居民的个人人民币汇款申请) 申请人同意若然中华人民共和国境内或其任何有关机关或银行拒绝或不批准任何人民币汇款申请，银行拥有绝对酌情权拒绝该人民币汇款申请，并对申请人或任何人士/有关机关均无须负上任何形式的责任或义务。
22. (适用于非香港居民的个人人民币汇款申请) 申请人须承担及对因中华人民共和国境内或其任何机关或银行拒绝或不批准任何人民币汇款申请所引致或相关之任何及所有损失、损害、责任及/或其他后果(包括但不限于任何费用或收费)负责，并将完全赔偿及使银行免受所有该等损失、损害、责任及/或其他后果的损失。
23. (适用于人民币汇款) 如汇款申请不符合香港金融管理局或香港有关结算银行的有关不时规定，本行可拒绝执行申请人之人民币汇款要求。
24. (适用于收款人在中华人民共和国境内的情况) 申请人确认此汇款符合中华人民共和国境内资金使用及跨境流动的所有相关规定、规例及法律要求。于本行的要求下，申请人需及时提供令本行满意的证明文件予本行，以证明汇款完全符合所有相关规定、规例及法律要求和/或已取得中华人民共和国境内相关监管部门的相关审批。
25. 倘若本行容许申请人在汇款申请中表明该汇款可以在下一天处理而申请人如此表明，则本行将在下一个营业日才会处理该项汇款申请。
26. 如本条款的中英文版本有任何差别，概以英文版为准。

Terms and Conditions for Remittance Service

These Terms and Conditions are a set of Specific Terms and Conditions referred to in the General Terms and Conditions which I/we (the "Applicant") have agreed to be bound by. The Applicant may from time to time apply for fund remittance service (the "Service") and agree that the Service is provided by China CITIC Bank International Limited (the "Bank") subject to these Terms and Conditions, the General Terms and Conditions and such other terms and rules as may be agreed between the Applicant and the Bank in relation thereto.

- All remittance instructions shall be deemed to have been checked carefully by the Applicant, and are correct. The Applicant shall be solely responsible for the accuracy and completeness of all information provided in any remittance instructions and that the Bank shall not be responsible for checking or verifying the same and the Bank shall not be liable for any losses or damages caused by any inaccuracies, omissions or incompleteness of any information provided by the Applicant in any remittance instructions.
- The Bank reserves the right to effect a remittance instruction as Telegraphic Transfer ("TT") or an interbank funds transfer in Hong Kong by Clearing House Automated Transfer System ("CHATS") according to its routing arrangement.
- The Bank reserves the right not to accept or otherwise reject an application for remittance without giving reasons.
- Where the Bank has accepted a TT/CHATS application, it reserves the right not to process the TT/CHATS, with or without notice, if it is the Bank's reasonable opinion that:
 - there is insufficient available fund in the Applicant's relevant account; or
 - the information given by the Applicant is incorrect, incomplete or is not sufficiently clear; or
 - the processing thereof will be in breach of any applicable laws or regulations; or
 - the Applicant has specified additional instructions to the TT/CHATS which are not provided for by or otherwise acceptable to the Bank.The Bank cannot be held liable for any loss or damage suffered by any person arising out of payment delay, rejection and/ or return, or any delay by the Bank in processing the TT/CHATS or the Bank's decision in not processing the same for any one or more of the above reasons. The Bank reserves the right to deduct any charges imposed by the receiving bank and /or other banks from the payment amount or any of the Applicant's accounts.
- The Bank reserves the right to send any message relating to Applicant's remittance instructions in explicit language, code, cipher or electronic messages in any form and is not to be liable for any losses caused by or any errors, neglects, or defaults of any correspondents, sub-agent, or other agency.
- The Bank reserves the right to send the Applicant's remittance instructions from a different place to a different destination other than the one specified by the Applicant if operational circumstances so require.
- If the debit currency is different from the remit currency, the Bank shall effect a currency transaction at the Bank's prevailing rate at or about the time the remittance application is processed by the Bank on the debit date, unless a currency exchange rate has been pre-arranged and agreed between the Applicant and the Bank for a remittance application, in which case the currency exchange transaction will be effected at such rate.
- The Bank may at its absolute discretion refuse to accept the Applicant's request for amendment, cancellation or revocation of remittance instructions. If the Bank, subject to such conditions as the Bank sees fit, accepts the Applicant's request, refund will only be made by the Bank upon receipt of its correspondent's effective confirmation of the cancellation, thereafter if the refund currency is different from the credit account currency, at the Bank's prevailing rate at or around the time of the refund, less the Bank's expenses and charges.
- Applications for fund remittance of same day value are subject to cut-off times related to the geographical location of the destination.
- Payment of the remittance is subject to any exchange control or other restrictions which may be imposed by the laws, rules and regulations of the country where payment is to be made and/or of the relevant clearing house and/or any laws, rules, regulations, sanctions applicable to or imposed in connection with such country or the beneficiary (including those in relation to anti-money laundering). The Bank is not responsible for advising of any such exchange control or other restrictions. Neither the Bank nor its correspondents or agents shall be liable for any loss or delay caused by any such laws, rules, regulations or sanctions.
- The Bank, its affiliates and payment intermediaries are subject to the laws, orders, requests and guidelines (each a "regulation") of various governmental, quasi-governmental and self-regulatory authorities (each an "authority") and also to the respective policies and procedures (each a "policy") adopted by Bank, its affiliates and payment intermediaries relating to, without limitation: anti-money laundering; counter-terrorism financing; security, diplomatic, trade, financial, economic and other embargoes and sanctions; court orders; investigations; taxes; transaction review and monitoring; and reporting requirements. In seeking to comply with such regulations and policies, the Bank, its affiliates and/or payment intermediaries may (a) suspend; reject or block the remittance; (b) restrain, deduct, impound and/or turn over to an authority, the Applicant's funds in respect of the remittance, including from the Applicant's accounts; (c) report the remittance, its details and those of the Applicant to one or more authorities; and (d) take or forbear from taking any other action. The Applicant agrees to bear the risk of any delay and losses relating to any and all actions or forbearance from action. The Bank, its affiliates and payment intermediaries may not be permitted to disclose information relating to actions taken in respect of regulations or their policies, immediately or at any time.
- For all remittances of euro to European Union (EU) and European Economic Area (EEA), the Applicant shall provide the beneficiary bank's SWIFT code (BIC) AND the beneficiary's account number in International Bank Account Number (IBAN) format. If this information is not given or is invalid or incorrect, the telegraphic transfer is liable to be rejected, returned and/or delayed, usually with charges imposed. The Bank accepts no responsibility for any loss or damage suffered by any person arising out of such rejection, return and/or delay.
- Funds are sent entirely at the Applicant's own risk and the Bank shall have no responsibility to the Applicant 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's correspondent, agent or their respective employee or through any other cause beyond the Bank's control.
- The Applicant shall reimburse the Bank for all reasonable costs and expenses (legal or otherwise) incurred by the Bank, its correspondents, sub-agents or other agencies pertaining to the Applicant's remittance instructions on a full indemnity basis. Additional overseas charges (including charges levied by the beneficiary bank and/or correspondent banks or other agencies) may be imposed by some overseas banks. These charges may be deducted from the remitted amount depending on the practice of such banks and the beneficiary may as a result not be able to receive the remitted amount in full, regardless of the original remittance instructions of the Applicant.
- (a) The Bank shall not be liable to the Applicant for any loss that the Applicant may incur or otherwise suffer, however arising or described and whatever the legal basis of the liability in connection with the Bank's provision of the Service, unless the loss was caused by fraud, negligence or wilful misconduct on the Bank's part. The Bank shall not be liable for any indirect or consequential loss or loss of profit whether or not they were foreseeable. (b) The Bank shall not be responsible for any loss the Applicant may suffer or incur in connection with any act or omission of a payment intermediary. (c) The Applicant shall indemnify the Bank and its affiliates on demand against any and all losses that the Bank and/or its affiliates may incur or otherwise suffer in connection with the Service, except to the extent, with respect to the Bank or any affiliate, the losses resulted from fraud, negligence or wilful misconduct on its part.
- The Applicant agrees and authorizes the Bank to disclose any personal data relating to the Applicant collected by the Bank from time to time for such purposes and to such persons in accordance with the Bank's policies on use and disclosure of personal data. Such policies are set out in statements, circulars, terms and conditions or notice made available by the Bank to its customers from time to time. The Applicant also agrees and authorizes the Bank to (a) use the collected data for the purpose of meeting the requirements of any law, regulation, code or guideline, court order or any regulatory authority in any jurisdictions, and (b) disclose to any persons to whom the Bank is required or permitted to do so by any law, regulation, code and guideline, court order or any regulatory authority in any jurisdiction.
- The Bank may suspend or terminate the execution of the remittance as a result of any force majeure event, including, without limitation: (a) change in any regulation or in the interpretation or enforcement of any regulation; (b) act, order or request from authority; (c) restriction or impending restriction on the availability, convertibility, credit or transferability of any currency; (d) failure or default of any payment intermediary; (e) malfunction of a computer system, (f) failure or default of a service provider or vendor to Bank; (g) any failure in the transmission of, or miscommunication with respect to, the remittance instruction; or (h) any other event beyond Bank's reasonable control. Applicant shall bear the risk of any delay and losses relating to a force majeure event.
- (Applicable to Personal Hong Kong Residents in case of Renminbi remittance) The Bank reserves the right to reject any Renminbi remittance application effected through any of the Applicant's Renminbi account(s) at the Bank in any day to the People's Republic of China if the remittance amount or the daily aggregate remittance amount exceeds the daily remittance limit as agreed between the Bank and the relevant Renminbi clearing bank in Hong Kong from time to time.
- (Applicable to Personal Hong Kong Residents in case of Renminbi remittance) In the event that the account names of the remitter and the beneficiary as provided in the Renminbi remittance application are not exactly the same, the Bank reserves the right to reject such application.
- (Applicable to Personal Non-Hong Kong Residents in case of Renminbi remittance) The Applicant understands and acknowledges that approval from the relevant authorities in or of the People's Republic of China may be required in respect of any application made through any of the Applicant's Renminbi account(s) maintained with the Bank for remittance of Renminbi amount(s) to/from the People's Republic of China ("Renminbi Remittance Application").
- (Applicable to Personal Non-Hong Kong Residents in case of Renminbi remittance) The Applicant agrees that in the event that any Renminbi Remittance Application is rejected or disapproved by any relevant authority or bank in or of the People's Republic of China, the Bank has the absolute right to reject such Renminbi Remittance Application without incurring any liability or responsibility whatsoever to the Applicant or any other person/authorities.
- (Applicable to Personal Non-Hong Kong Residents in case of Renminbi remittance) The Applicant shall be responsible and liable for any and all losses, damages, liabilities and/or other consequences (including but not limited to any charges or fees) that may arise out of or in connection with the rejection or disapproval by any authority or bank in or of the People's Republic of China in respect of any Renminbi Remittance Application, and shall fully indemnify and hold harmless the Bank from and against all such losses, damages, liabilities and/or other consequences.
- (Applicable to Renminbi remittance) The Bank may refuse to effect a telegraphic transfer of Renminbi if the application does not fulfil the requirements as designated by the Hong Kong Monetary Authority or the relevant clearing bank in Hong Kong from time to time.
- (Applicable in case of beneficiary in the People's Republic of China) The Applicant confirms that the remittance complies with all applicable rules, regulations and laws in the People's Republic of China for use of and cross-border of funds and, upon the Bank's requests, the Applicant should promptly provide the Bank with documentary proof satisfactory to the Bank evidencing full compliance with all applicable rules, regulations and laws and/ or the relevant approval from the relevant authorities in the People's Republic of China.
- If the Bank permits the Applicant to indicate in the remittance application that the remittance could be processed by next day and the Applicant has indicated so, the application shall be processed on the next following business day by the Bank.
- If there is any inconsistency between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.