中信银行(国际)
CHINA CITIC BANK INTERNATIONAL

Terms and Conditions for $mart Plus Personal Installment Loan:

These Terms and Conditions are a set of Specific Terms and Conditions referred to in the General Terms and Conditions which the customer has agreed to be bound by. The customer agrees that the application for and the granting of $mart Plus Personal Installment Loan, including $mart Plus Personal Installment Loan - Easy Loan / $mart Plus Personal Installment Loan - Tax Season Loan / $mart Plus Personal Installment Loan - Debt Consolidation (whichever is applicable) ("Loan") by China CITIC Bank International Limited ("the Bank") will be subject to these Terms and Conditions, the General Terms and Conditions of the Bank, related Promotional Terms and Conditions and such other terms as may be agreed between the customer and the Bank in relation thereto.

1. The Bank may in its absolute discretion refuse the customer's application or accept the customer's application for the Loan with a loan amount or tenor different from that stated in the customer's application without giving any reason. An application, once submitted, cannot be cancelled or amended.

2. The Bank reserves the right to determine the approved loan amount ("Loan Amount"), loan tenor ("Loan Tenor"), interest ("Interest") and interest rate (monthly flat rate), applicable fee rate, and other terms offered. Final details of the Loan granted will be confirmed in the Loan Confirmation Notice issued by the Bank. Approval of the Loan is subject to the information provided by the customer and is contingent upon the customer's credit condition and record (including but not limited to credit score provided by the Credit Reference Agencies) having met the credit requirements of the Bank. The Bank also reserves the right of final decision in respect of all applications and approvals of the Loan and is under no obligation to provide any reason. The Bank shall not in any event be liable for any consequences arising from or in connection with its refusal of the customer's application for the Loan.

3. The Bank may verify any information provided by the customer through any means with the relevant entity or persons and obtain such further information about the customer from such sources as it deems appropriate.

4. All the information provided by the customer to the Bank is true and complete and the customer undertakes to inform the Bank immediately in writing of any change in the information provided. The customer shall provide any additional information or document promptly which the Bank may require.

5. The Bank may communicate with or seek instructions from the customer through telephone, facsimile, Internet or such other method as the Bank may from time to time determine. In this connection, the customer consents to the Bank taking record of any such communication and/or instructions by such means and retaining it for such period as it considers appropriate.

6. **The Bank will charge a handling fee ("Handling Fee") for the entire term of the approved Loan Tenor, in an amount equals to the multiple of the number of year(s) of the Loan Tenor and an annual rate (currently at 1% per annum of the Loan Amount) as the Bank may at its discretion determine. The Handling Fee will be shown in the Loan Confirmation Notice and the Loan Repayment Schedule. The Handling Fee shall be non-refundable.**

7. **The Bank will charge an extension fee ("Extension Fee") for the extension of monthly repayment due date of the Loan as applied by the customer (subject to the approval by the Bank). If the extension period is within 28 days from the original loan repayment date which leads to a change of repayment due date of each month ("Change of Repayment Due Date"), the Extension Fee will be calculated by monthly flat rate on the Loan Amount and number of days extended on the basis of 365 (for ordinary years) or 366 days (for leap years) per year. If the extension period is a full month ("Repayment Holiday"), the Extension Fee will be calculated by monthly flat rate on the Loan Amount. No minimum amount will be applied.**

8. **Interest shall accrue on the Loan Amount on a monthly basis for the entire Loan Tenor, at such interest rate (monthly flat rate) which the Bank may in its absolute discretion determine. Interest shall be paid together with the Loan Amount on a monthly basis.**

9. **The Bank is authorized to deduct the Handling Fee (if any) from the Loan Amount at the time of advancement of the Loan, and auto-debit all Loan Amount, Interest, fees and charges payable in connection with the Loan from the customer's designated repayment account(s).**

10. After approval of the Loan application, the Bank will advance the Loan Amount to the customer in such manner as accepted by the Bank. If any part of the Loan Amount is applied to pay the outstanding balance of other bank(s) or financial institution(s), the Bank is authorized to directly pay the Loan Amount (in whole or in part) to the credit card or loan repayment account(s) designated by the customer and approved by the Bank ("Designated Accounts") for settlement of the total or part of the outstanding balances of the Designated Accounts, and (if applicable) any residue of the Loan Amount will be deposited in the customer's other designated deposit account with the Bank or with other bank ("Disbursement Account"). The Bank has the right to request the customer to cancel any or all the Designated Accounts or reduce the credit limit at any time without giving any reason. If the loan amount is not applied to pay the outstanding balance of other bank(s) or financial institution(s), the loan amount will be deposited in the customer's Disbursement Account. The Designated Accounts and Disbursement Account must be in the customer's sole name. Joint name or corporate accounts shall not be accepted.

11. In respect of the $mart Plus Personal Installment Loan - Debt Consolidation:

11.1 If the Loan Amount is not enough to repay the customer's indebtedness under any Designated Account in full, the customer shall be responsible and pay for any shortfall.

11.2 The customer shall be fully responsible for any extra costs and expenses incurred as a result of the settlement of the customer's indebtedness under the Designated Accounts with the Loan Amount.

11.3 The customer shall continue to make repayment of the outstanding amounts owed to the other credit provider(s) under the Designated Accounts until receipt of the Loan Confirmation Notice issued by the Bank and the amounts owed to the credit provider(s) have been repaid in full. The Bank shall not be liable for any overdue payment, interest, charges or any other expenses incurred arising from the customer's failure to pay any amount owed to the credit provider(s).

11.4 **If the customer reopens the Designated Account(s) which the customer has agreed to cancel and/or apply for any other installment loans, personal loans, overdrafts, credit cards or any other unsecured credit facilities within 12 months from the disbursement date of the Loan, the Bank shall be entitled to demand immediate repayment of all outstanding Loan Principal, Interest and other fees and charges under the $mart Plus Personal Installment Loan - Debt Consolidation.**

12. **The customer shall pay punctually to the Bank all Interest and/or fees from time to time determined by the Bank.**

13. The customer may apply for a top-up loan facility from the Bank, the customer may redraw the repaid principal amount of the Loan. The Bank is at its sole and absolute discretion and without the need to provide any reason to decide whether or not to accept the request for top-up loan facility.

14. The Loan Amount and the Interest shall be repayable by way of auto-debit by such number of monthly installments and in such installment amount as approved by the Bank, commencing from and on such date(s) as set out in the Loan Confirmation Notice issued by the Bank. The customer shall be liable to pay for all necessary charges from time to time determined by the Bank as a result of the failure of any auto-debit transaction due to whatever reason.

15. If the repayment due date falls on any of 29th, 30th or 31st of each month and a particular month does not have such date, the last day of that month will become the due date of that month. In general, if the repayment due date for a particular installment of the Loan falls on a non-clearing day, the repayment due date will be the following clearing day. Clearing day means Mondays to Fridays on which banks in Hong Kong are open for business.

16. **Repayments shall be applied firstly towards payment of all Interest and/or fees and other reasonably charges (including legal costs) payable to and incurred by the Bank in connection with the Loan; and secondly towards repayment of the amount of the Loan Amount**.

17. **If the customer fails to make repayment on any repayment due date, the customer shall pay late charge in such amount (currently at a monthly rate of 3%, i.e. a 36% annualized Overdue Interest Rate, no minimum amount of Overdue Interest will be applied) as determined by the Bank from time to time. Without prejudice to the aforesaid, the Bank may also require immediate payment of all outstanding sum (including Loan Amount, Interest, fees and other charges) owed by the customer upon the Bank's demand notwithstanding that they are not due for payment.**

18**. Partial prepayment will not be allowed. Full prepayment of the Loan shall be subject to the approval of the Bank. Upon approval of the full prepayment, the customer agrees to pay to the Bank a prepayment handling charge**

for full prepayment of the Loan at such rate (currently at 2% of the Loan Amount) as the Bank may at its discretion determine and the customer also agrees to pay to the Bank the entire outstanding Loan Amount (including any arrears but less the portion for payment of the Handling Fee) and Interest up to the next repayment date together with all fees and charges due under the Loan in full as at the time of approval immediately. The amount payable shall be calculated according to the Rule of 78 and the Bank has the right to apportion the monthly repayments (including those already paid to the Bank) between Interest and Loan Amount as the Bank deems appropriate.

19. Except for the last Loan Tenor, if the monthly loan repayment amount payable ("Loan Repayment Amount") for the Loan occurs excess amount, the customer agrees the Bank to keep the entire excess amount for the next installment payment without any prior notice The remaining outstanding amount will be debited from the customer's designated repayment account. The Bank may refuse to accept the amount payable if the excess amount is more than the Loan Repayment Amount. For the last Loan Tenor, the Loan Repayment Amount must be same as the outstanding amount of the Loan, interest, fees, charges and all other expenses (if any) payable under the Loan without any excess amount. The excess amount will not be refunded in any circumstances or for whatever reasons. The Bank may exercise its right refuse to accept the amount payable if the Loan Repayment Amount occurs excess amount.

20. Notwithstanding any other provision herein, the customer shall pay to the Bank all sums of money that are outstanding (including all Loan Amount, Interest, fees and other charges) immediately upon receipt of a written demand from the Bank.

21. The customer should inform the Bank as soon as possible of any difficulty in repaying your outstanding indebtedness to the Bank or servicing any loan over the credit period.

22. The customer agrees that in addition to any general lien or similar right to which the Bank may be entitled at law, the Bank may at any time without prior notice, combine or consolidate any or all of the customer's accounts (wherever situate) with the customer's liabilities and set off or transfer any sum or sums standing to the credit of any of customer's accounts in or towards satisfaction of the liabilities to the Bank. Further, in so far as the customer's liabilities to the Bank are contingent or future, the Bank's liability to the customer to make payment of any sum or sums standing to the credit of any of the customer's accounts shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event. The Bank shall have the right to appropriate either at the time of payment or at any time thereafter any money paid to the Bank or otherwise coming into the Bank's possession or control for the customer's account in or towards discharging whichever part of the customer's liabilities to the Bank as the Bank shall think fit. Any such appropriation shall override any purported appropriation by the customer.

23. The customer reimburses the Bank of all its reasonable costs and expenses (including reasonable legal costs) incurred by it in connection with the enforcement of its rights under the General Terms and Conditions or any Specific Terms and Conditions. The Bank may commission a debt collection agency to collect any overdue amount owed by the customer to the Bank. Without limitation to any other indemnity provided by the customer to the Bank or any member of the Bank's group of companies under any arrangement or agreement (including but not limited to the General Terms and Conditions and any Specific Terms and Conditions), the customer agrees to indemnify the Bank and any member of the Bank's group of companies against any loss or cost it suffers or incurs, including taxes, interest or penalties, as a result of the customer providing misleading or false information or otherwise failing to comply with any requirement under the General Terms and Conditions or any Specific Terms and Conditions. The Bank is entitled to withhold, retain, or deduct such portion from the customer's assets in the possession or control of the Bank or such amount(s) from any of the customer's accounts with the Bank as it determines to be sufficient to cover any amount which may be owed by the customer under this clause. This indemnity shall continue notwithstanding the termination of the banking relationship between the customer and the Bank.

24. The customer agrees that during such time when the customer has any liabilities (present and future, joint or several, direct or indirect, actual or contingent) to the Bank, charge, assign, sell, transfer or create any encumbrance or deal with or grant any third party rights over or against any part of the customer's account or any of the customer's assets kept by the Bank for the customer or the proceeds thereof. The customer shall not be entitled to assign or transfer any of its rights and obligations hereunder.

25. During routine review on credit policy, the Bank would from time to time access the customer's credit data that provided by the Credit Reference Agencies. The information may be used for adjusting the customer's consumer credit amount of the Bank's existing credit facilities.

26. The Bank reserves the right to request the customer to present the true copy of the related documents at branches of the Bank.

27. The Bank may at its absolute discretion determine any matter in connection with the Loan and any such determination shall be final and binding on the Borrower (save and except manifest error). 28. 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.

29. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. The customer agrees to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

30. In the event of any inconsistencies between the English version and Chinese version, the English version shall prevail.

Terms and Conditions for 7-days Cooling-off Period for $mart Plus Personal Installment Loan ("Cooling-off Period"):

1. Subject to the approval of China CITIC Bank International Limited ("Bank") as determined in its sole discretion, the Cooling-off Period is applicable to customer who has successfully applied for $mart Plus Personal Installment Loan, including $mart Plus Personal Installment Loan/ $mart Plus Personal Installment Loan - Debt Consolidation/ $mart Plus Personal Installment Loan - Easy Loan / $mart Plus Personal Installment Loan - Tax Season Loan ("Loan") and fulfilled the specified requirements (refer to point 2 below). The Bank will waive the early loan settlement handling fee and interest, and refund the handling fee charged at Loan drawdown.

2. Within 7 calendar days after the date of drawdown of the Loan (if the last calendar day is a Saturday, Sunday or public holiday, it will be extended to the next working day) (the "Cooling-off Period"), the customer has to submit an early settlement request personally through the Bank's Customer Service Hotline at 2280 6767. In addition, customer must repay the outstanding balance in full within 3 working days after the application for the Cooling-off Period, by authorising the Bank to transfer funds from the Loan Repayment Account for which the Autopay Authorization has been set up. The full repayment amount of the Loan is the Loan amount minus the handling fee charged by the Bank at Loan drawdown.

3. If Autopay Authorisation for loan repayments has not been set up for the Loan Repayment Account yet, the customer has to complete the relevant procedures first.

Remark: Customer needs to be aware that **early loan settlement handling fee, the entire outstanding Loan Amount (including any arrears but less the portion for payment of the Handling Fee) and interest up to the next repayment date are involved in early loan settlement**. For details, please refer to Key Facts Statement for $mart Plus Personal Installment Loan. The loan principal (i.e. Loan Amount) and interest are apportioned according to the Rule of 78, under which, the proportion of interest in each monthly repayment decreases gradually throughout the loan tenor. Please check with the Bank about the total amount involved before deciding to make early repayment.

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$mart Plus 分期貸款條款及細則：

此等條款及細則為客戶同意受約束之一般條款中所指的特別條款。客戶可不時向中信銀行（國際）有限公司（「銀行」）申請$mart Plus 分期貸款，包括 $mart Plus 分期貸款 -「個個易」私人貸款 / $mart Plus 分期貸款 - 稅季貸款 / $mart Plus 分期貸款 - 結餘轉戶（以適用者為準）（「貸款」）， 並同意 客戶之申請將受此等條款及細則、銀行之一般條款、有關推廣條款及細則以及客戶與銀行就有關事項所協定之其他條款及細則所限制。

1. 銀行有絕對酌情權可決定拒絕客戶之貸款申請，或以不同於客戶於申請表中所列之貸款金額或還款期接納客戶之貸款申請而毋須提供任何理由。 申請一經遞交，將不能取消或更改。

2. 銀行保留權利決定提供之批核貸款金額（「貸款金額」）、貸款還款期（「貸款還款期」）、利息（「利息」）、適用收費之息率、利率（每月平息）和 其他條款。貸款最終詳情將於銀行所發出之貸款確認通知書中確認。銀行可根據客戶所提供的資料並基於客戶的信貸情況和記錄（包括並不限 於環聯資訊有限公司所提供的信貸評級）符合銀行的信貸要求而批核有關貸款。銀行亦保留所有就貸款申請和批核的最終決定權而毋須提供任 何理由。在任何情況下銀行對拒絕客戶的貸款申請所引致或有關的後果沒有任何責任。

3. 銀行可核實客戶透過任何方式所提供之任何資料，並在其認為合適的情況下向有關機構或人士求證資料的真確性，並獲取進一步之資料。

4. 客戶向銀行提供的一切資料均為真確及完整，客戶承諾如提供的資料有任何更改，當立即書面通知銀行。客戶將盡快向銀行提供銀行可能需要 的額外資料或文件。

5. 銀行可透過電話、傳真、互聯網或其他銀行不時決定的方式與客戶聯絡或索取指示。就此，客戶同意銀行記錄任何由該方式而索取之訊息及 / 或指示，並將其保存至本公司認為合適的時段。

6. **銀行將為整個批核的貸款還款期收取手續費（「手續費」），款項相等於貸款還款期的年數乘以銀行不時按其絕對酌情權釐定的年利率（現行收費 按貸款金額每年 1%計算）的款額。手續費將於貸款確認通知信和貸款還款表中確認。手續費將不獲退還。**

7. **銀行將向申請延期每月還款日期或還款假期（須獲銀行批准）之客戶收取延期還款費用（「延期還款費用」）。若延期還款期為由原定之還款日期 起計 28 日內而餘下期數之每月還款日期有所更改（「更改還款日期」），延期還款費用將以每月平息及延長之日數按貸款金額以每年 365 日(常 年)或 366 日(閏年)為基準計算。若延期還款期為一完整月份（「還款假期」），延期還款費用將以每月平息按貸款金額計算。延期還款費用將於 下一個還款日於還款戶口內扣除，不設最低延期還款費用。**

8. **利息將根據貸款本金每月計算，銀行可按其絕對酌情權決定利率（每月平息）。貸款利息將隨貸款本金每月償還。**

9. **銀行獲授權將從銀行批核的貸款金額內扣除手續費（如適用），始將餘款存入客戶之指定戶口內，並可從客戶指定的還款戶口中支取款項以償還 有關貸款的貸款金額、應付利息、費用及/或收費。**

10. 貸款申請獲批核後，銀行將按銀行接納的方法向客戶發放貸款金額。如發放貸款部份用以清繳其他銀行或財務機構戶口結欠，銀行獲授權將貸款 金額（全數或部分）直接支付客戶指定並獲銀行批准的信用卡或借貸還款賬戶（「指定賬戶」）以償還指定賬戶的全數或部分未償款項，及餘下任 何貸款金額（如適用）將存入客戶指定之銀行戶口或其他銀行戶口（「放款賬戶」）內。銀行有權於任何時候要求客戶取消任何或所有指定賬戶或 降低指定賬戶的信用額而毋須提供任何理由。如發放貸款部份毋須用以清繳其他銀行或財務機構戶口結欠，所發放之貸款金額將存入放款賬戶。 指定賬戶及放款賬戶必須為客戶個人名義擁有，聯名或公司賬戶恕不接納。

11. 關於$mart Plus 分期貸款 - 結餘轉戶:

11.1 如批核的貸款金額不足以完全償還任何客戶指定賬戶的債務，客戶將承擔並支付任何差額。
11.2 客戶將對任何以貸款清還客戶指定賬戶之債務所引致之額外支出及費用負全責。

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11.3 在未接獲銀行所發出之有關貸款確認通知書及在客戶與信貸提供者的有關借貸欠款全 數清還之前，客戶須繼續償還對信貸提供者的未償款項。銀行對因客戶未能支付對信貸提供者的任何欠款所引致產生的任 何過期還款、利息、收費或任何其他費用將不負責。

11.4 倘若客戶於提取貸款日起計十二個月內重開上述已同意取消的指定賬戶及／或申請任 何其他分期貸款、私人貸款、透支、信用卡或任何其他無抵押信貸服務，銀行有權要求客戶即時全數清還所有$mart Plus 分期貸款 - 結餘轉戶下結欠之貸款本金、利息、其他費用及收費。

12. **客戶將按時支付銀行不時規定的利息及／或收費。**

13. 客戶可向銀行申請分期貸款加借服務，從已償還之貸款額中再提取款項。銀行有絕對酌情權可決定拒絕客戶之分期貸款加借服務申請而毋須給 予任何理由。

14. 客戶將按照銀行就客戶的申請而作出批核並按貸款確認通知書中所列的期數、每期還款額及還款日於首期供款日開始償還貸款本金及利息。分 期還款必須以自動轉賬形式支付。在任何情況下，如自動轉賬交易未能成功完成有關分期還款，客戶須負責支付一切有關之費用。

15. 如每月還款日為 29、30 或 31 號，而某月並沒有該等日子，該月的最後一日將會為該月的還款日。一般而言，如貸款某一期的到期還款日為非 結算日，還款日則為下一個結算日。結算日指星期一至五香港銀行的對外營業時間。

16. **還款將首先用作支付就貸款而產生並應支付予銀行的所有利息及／或收費以及其他合理引致的費用（包括律師費用）；然後用作償還貸款本金的 數額。**

17. **若客戶於任何供款日未能準時還款，客戶須向銀行支付銀行不時規定之逾期費用。（現行收費按逾期欠款數額之月息 3%計算，即逾期還款年化 利率為 36%，逾期還款利息不設最低金額）在不影響前述的前提下，若客戶未能如期償還任何欠款，縱使有部分未償還貸款仍未到期支付，銀 行有權要求客戶即時償還尚欠銀行的全部款項（包括貸款金額、利息、收費以及其他費用)。**

18. **銀行不會接受任何提早償還部份貸款的要求。如客戶需提早償還全部貸款，則必須獲得銀行事先批准。在獲得銀行批准提早償還全部欠款後， 客戶同意支付銀行不時按其絕對酌情權釐定的提早償還貸款手續費 （現行收費按批核貸款金額的 2%計算），並必須立即償還整筆結欠貸款本金 （包括已到期欠款及未繳手續費）及計算至下一個還款日的利息，連同所有該貸款到期之費用及收費。繳付的金額會按「78 法則」計算，銀行 有權以其認為合適的方法分攤每月還款金額中的利息及貸款本金（包括已向銀行繳付之還款額)。**

19. 除最後一期外，若客戶每月支付應償還有關貸款的貸款金額（「還款金額」）出現餘數，客戶同意銀行可不用預先通知而保留整筆餘數作為預付金 額，用作抵銷下一期還款金額，餘下之應繳款額則從客戶之指定的還款戶口中扣除。若餘數多於每月的還款金額，銀行有權不接受該還款金額。 關於最後一期，還款額須依戶口尚欠之貸款餘額、利息、手續費，及其他應繳費用（如適用）之準確銀碼償還而沒有餘數。在任何時間及因任何 原因，客戶不可向銀行取回該餘數。若客戶償還之金額出現餘數，銀行有權不接納該還款金額。

20. 儘管此等條款有其他的規定，客戶同意在收到銀行書面要求時，立即償還所有欠付金額（包括全部貸款本金、利息及／或收費以及其他一切費 用）。

21. 客戶於信貸期限內在還款或供款方面有任何困難，應儘快通知銀行。

22. 客戶同意除了任何一般留置權或在法律下銀行享有的類似權利，銀行可於任何時候在沒有事先通知下將客戶任何或所有賬戶 (無論位於何處)與客 戶欠付銀行的債務結合或綜合並將客戶任何賬戶結餘的金額抵銷或轉移以清償欠付銀行的債務。並且，若某些欠款未到期支付或因某些待發事 件尚未需要償還，銀行有權暫停支付相等於欠款額的賬戶存款給客戶，直至欠款到期支付或此待發事件發生為止。銀行有權在支付款項時或其 後的任何時間撥用支付予銀行或在其他情況下銀行管有或控制客戶之賬戶以償還銀行認為恰當之債務部份之任何款項。任何該等撥用款項均淩 駕客戶任何以往宣稱之款項撥用。

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23. 客戶同意彌償銀行就由於與執行此等一般條款或任何特別條款下其權利所招致之所有合理費用及開支 (包括合理法律費用)。 銀行可委託收賬公 司收取任何客戶等欠付銀行之任何逾期款項。客戶亦同意就銀行因客戶提供含誤導成分或錯誤的資料，或無遵守此條款及細則或任何特別條款 的任何規定而蒙受或招致的任何損失或成本費用(包括稅項、利息或罰金)，向銀行作出彌償。銀行有權從客戶的資產或客戶在其開立的任何戶口 中，扣起、保留或扣減其釐定為足夠的有關部分或有關金額，以彌補客戶在本條款下可能結欠的任何款項。儘管客戶與銀行的銀行業務關係終 止，此項彌償將繼續。

24. 客戶同意在欠付銀行任何債務 (現時及將來、共同或各別、直接或間接或實有或有的) 的期間，不可抵押、轉讓、出售、轉移，或處置客戶等賬戶 或銀行代客戶保管任何客戶之資產或其所得的任何部份的權利，或對其設置任何產權負擔或第三方權益。貸款屬客戶個別持有，客戶不得轉讓 或轉移其在本條款及細則下的任何權利及責任。

25. 銀行會定期檢討信貸政策，並會不時查閱由信貸資料服務機構提供信貸評估報告。根據有關信貸評估報告，現時客戶於銀行之所有產品之信貸 額或會被相應調整。

26. 銀行保留權利要求客戶親臨銀行分行提供客戶有關個人資料正本以作核對之用。

27. 銀行可按其絕對酌情權決定任何與貸款有關的事項，而所有有關決定為最終的，並對客戶有約束力的（除有明顯的錯誤外）。

28. 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。

29. 本條款及細則受香港特別行政區的法律管制，並按其解釋。客戶同意香港特別行政區的法院有非專屬管轄權。

30. 本條款之中、英文版本如有差異，概以英文版本為準。

$mart Plus 分期貸款之 7 天冷靜期之條款及細則（「 冷靜期」）：

1. 視乎中信銀行(國際)有限公司 (「銀行」) 的批准，冷靜期適用於成功申請$mart Plus 分期貸款，包括$mart Plus 分期貸款/ $mart Plus 分期貸款 - 結餘轉戶/ $mart Plus 分期貸款 -「個個易」私人貸款/ $mart Plus 分期貸款 - 稅季貸款 (「貸款」)，並符合指定要求（請參閱以下第 2 點）之客戶。銀行將豁免有關貸款的提前清還手續費及利息，並會退還於發放貸款時所收取之手續費。銀行可全權決定是否批核該申請。

2. 在提取貸款後之 7 個日曆日內(若最後一個日曆日為星期六、日或公眾假期，將延長至下一個工作日) (「 冷靜期」)，客戶需親自聯絡客戶服務熱線 2287 6767 遞交提前清還貸款申請。另客戶必需於提出冷靜期申請後之 3 個工作日內，透過授權銀行由已完成設立自動轉賬授權之貸款還款戶口以轉賬方式全數清還貸款金額。冷靜期內全數清還貸款金額為貸款金額扣除銀行於發放貸款時所收取手續費。

3. 若貸款還款戶口並未完成設立還款之自動轉賬授權，客戶需先辦理有關手續。

註: 提前清還貸款須支付提早償還手續費、整筆結欠貸款金額 [包括扣除手續費部份之後已到期欠款] 及截至下一個月還款日的利息，詳情請參閱現時的 $mart Plus 分期貸款產品資料概要。貸款本金 [即貸款金額] 及利息以「78 法則」按月攤分，而其中的利息在每月還款金額所佔之比重隨還款期遞減。 因此，建議客戶應先向本行查詢提前還款的總金額及考慮所涉及的手續費，才決定是否選擇提前還款。

中信银行(国际)
CHINA CITIC BANK INTERNATIONAL

中信銀行(國際)有限公司
CHINA CITIC BANK INTERNATIONAL LIMITED

GENERAL TERMS AND CONDITIONS

To : China CITIC Bank International Limited

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

1. Application and Service

1.1 These General Terms and Conditions shall, unless otherwise determined by the Bank or stated in the applicable Specific Terms and Conditions, apply to all services and facilities provided or offered by the Bank to me/us from time to time.

1.2 The Bank will from time to time offer a wide range of services and facilities to its customers (each of such services or facilities is called a "Service"). Each of the Services will be provided by the Bank subject to these General Terms and Conditions, a set of the Bank's further terms and conditions (the "Specific Terms and Conditions") and/or such other terms and conditions as the Bank may notify me/us from time to time. I/We may apply to the Bank for any one or more of the Services in writing, by telephone or such other means as may be acceptable to the Bank. The Bank shall have the sole discretion in deciding whether to provide any of the Services to me/us. I/We undertake to obtain from the Bank the Specific Terms and Conditions applicable to the relevant Service before applying for the same. I/We also undertake not to utilize any of the Services unless and until I/we have received, read, fully understood and agreed to the applicable Specific Terms and Conditions. I/We will be deemed to have received and agreed to the applicable Specific Terms and Conditions if I/we utilize the relevant Service.

1.3 These General Terms and Conditions together with the applicable Specific Terms and Conditions supersede all the previous agreements between me/us and the Bank in respect of the relevant Service. This applies to Services applied for in my/our sole name and, subject to the agreement to be bound by these General Terms and Conditions by the other joint account holders or partners (as the case may be), in the joint names of myself/ourselves and other persons or in the name of a partnership of which I am/we are partner(s) or some of the partners. For the avoidance of doubt, utilization of any Service by me/us will be subject to these General Terms and Conditions and the applicable Specific Terms and Conditions.

1.4 The Service may be applied for by me/us in my/our sole name, in the joint names of myself/ourselves and other persons or in the name of a partnership of which I am/we are partner(s) or some of the partner(s). Whether or not I/we have signed the relevant application form or mandate with my/our other joint account holders or partners, I/we agree to be jointly and severally liable for all agreements, obligations, powers, authorities and liabilities with my/our other joint account holders or partners in respect of such Service.

1.5 Documents submitted to the Bank in connection with my/our application for any Service will not be returned.

1.6 In the event of conflict between these General Terms and Conditions and any of the Specific Terms and Conditions, the Specific Terms and Conditions will prevail in respect of the applicable Service.

1.7 The Bank shall be entitled from time to time to impose any limit whether in transaction amount, operating procedures or otherwise on the use of any Service and such limit shall be determined by the Bank at its discretion.

2. Instruction

2.1 I/We agree that the Bank may rely upon and act in accordance with instructions given to the Bank in connection with any Service offered to me/us or any of my/our accounts maintained by me/us with the Bank in the following manner:

(a) Instructions in writing signed by me/us or such number of authorized signatories appointed under the mandate for account operation or any letter of authority of any of the relevant accounts to which the instruction relates (each an "Authorized Signatory" and collectively the "Authorized Signatories"), or if the instruction does not relate to any account, signed by me/us or such number of Authorized Signatories appointed under the mandate for account operation or any letter of authority of any of my/our accounts, in each case with such signature specified in the mandate for account operation or any letter of authority of any account maintained by the Bank (including the relevant accounts) in original or, if approved by the Bank, sent to the Bank by fax provided that the Bank may, but is not obliged to, refuse to rely upon and act in accordance with an instruction signed by any Authorized Signatory with a signature different from that as specified in the mandate for account operation or any letter of authority of any of the relevant accounts to which the instruction relates;

(b) Instructions, if approved by the Bank, given to the Bank by telephone, through the Internet, other electronic means or other means as approved by the Bank if the person giving the instruction can (i) quote the account number of the account(s) to which the instruction relates, or if it does not relate to any account, the account number of any of my/our accounts; (ii) if required by the Bank, quote the personal identification number assigned by the Bank to me/us or any of the Authorized Signatories of the relevant account (each a "PIN"); (iii) if required by the Bank, produce such digital certificate of myself/ourselves or of any of the Authorized Signatories acceptable to the Bank; and (iv) produce or quote such other information as may be requested by the Bank, notwithstanding that the mandate for the relevant account may provide for account operation by more than one person.

2.2 The instructions referred to in paragraph 2.1 above include but are not limited to the application for any Service and the operation thereof, the honouring of any cheque, draft, order to pay, bill of exchange and promissory note, the issuance of any letter of credit, guarantee, indemnity or counter-indemnity, the discounting of any bill endorsed on my/ our behalf, the purchase or sale of or other dealings in securities, foreign exchange, interest rate transaction or investment, the order to withdraw any or all money on any of my/our accounts or to deliver or deal with any securities, deeds or other property whatsoever from time to time in the Bank's possession for my/our account.

2.3 The Bank may refuse to accept any instruction upon such grounds as it deems fit.

2.4 Without prejudice to paragraph 2.3 above, the Bank shall not be liable for any consequence arising out of its failure or delay in the execution of instructions referred to in paragraph 2.1 above owing to insufficient funds and/or credit facilities in my/our account; provided that if the Bank shall at its discretion decide to execute the instructions notwithstanding such insufficiency, the Bank may do so without seeking prior approval from or notice to me/us and I/we shall be responsible for the resulting overdraft, advance, credit and all charges thereby created and incurred with interest thereon at a rate determined by the Bank at its discretion.

2.5 I/We undertake to: (a) keep and procure each Authorized Signatory to keep his PIN secret and his digital certificate safe and if I/we and each of the Authorized Signatories act in good faith and is diligent in safeguarding his PIN and digital certificate, I/we shall not be liable to the Bank for any unauthorized transactions made pursuant to instructions given through the Internet or electronic means; (b) inform the Bank as soon as reasonably practicable if I/we know or suspect that , any unauthorized person knows my/our PIN or the PIN of any of the Authorized Signatories or that unauthorized transactions have been effected and if I/we fail to do so I/we shall be liable for any unauthorized transactions made; and (c) be liable for all losses if I/we or any Authorized Signatory acts fraudulently or with gross negligence including failing to properly safeguard my/our PIN or the PIN of any of the Authorized Signatory. However, I/we shall not be liable for indirect, special or consequential loss or damages.

2.6 Subject to paragraph 2.5 above, I/we shall not be responsible for any unauthorized transaction effected pursuant to any instruction given through automated telephone systems, the Internet or electronic means caused by: (a) a computer crime not prevented by the security system of the Bank; (b) a human or system error caused by the Bank resulting in an improper transaction leading to lost or misplaced funds; or (c) a missed or mis-directed payment caused by the Bank. I/We shall be entitled to reimbursement from the Bank for interest or late penalties incurred by me/us for missed payments attributable to the foregoing causes (a), (b) and (c).

2.7 In respect of instructions other than given through automated telephone systems, the Internet or other electronic means approved by the Bank, I/we shall, in the absence of negligence or wilful default on the part of the Bank, hold the Bank harmless and indemnify the Bank against all actions, proceedings, demands, claims, liabilities, damages, losses, reasonable costs and expenses howsoever arising, directly or indirectly, out of transactions effected in accordance with any instruction referred to in paragraph 2.1 above, or the Bank's failure to execute any such instruction or enforcement of the Bank's rights under this paragraph. This indemnity shall continue notwithstanding any termination of my/our account or these General Terms and Conditions or any Specific Terms and Conditions.

2.8 If any instruction is to be given through the Internet or other electronic means or if access to any Service may be gained through the Internet or other electronic means, I/we warrant to the Bank as follows:

(a) I/we and my/our Authorized Signatories will not gain access to any Service in any country or jurisdiction where the offering of the same by the Bank is not lawful or where these General Terms and Conditions or the applicable Specific Terms and Conditions may not be enforceable by the Bank against me/us;

(b) I/we and my/our Authorized Signatories will not, and will not attempt to, reverse engineer, decompose, disassemble or otherwise tamper with any software relating to any Service;

(c) I/we and my/our Authorized Signatories will ensure that the browser cache memory will be cleared as soon as I/we sign off each time after having gained access to any Service through use of computer and I/we will exit the browser immediately after each use of any Service through use of computer.

2.9 The Bank may record my/our telephone conversations with the Bank made in the course of business.

2.10 If the Bank shall provide any software, computer system, user guide or other facilities to me/us to facilitate me/us in the giving of instructions to the Bank, I/we will exercise all reasonable care in their use and shall return them to the Bank immediately upon its request. I/We understand that the Bank makes no representation or warranty of any kind, express or implied, with respect to these facilities and their use. These facilities shall remain the property of the Bank or its supplier at all times.

2.11 Any transaction effected pursuant to an instruction given to the Bank may be considered concluded only if the Bank has confirmed the same to me/us.

2.12 The Bank may accept the digital signature of myself/ourselves or any of the Authorized Signatories supported by a digital certificate tendered to the Bank issued by such certification authority as may be acceptable to the Bank. The Bank is entitled to treat such digital signature as the manual signature of the relevant person.

2.13 The Bank may presume the correctness of the information contained in a digital certificate tendered by me/us or any of the Authorized Signatories if the relevant digital certificate was published in a repository.

2.14 I/We understand due to unpredictable traffic congestion, openness and public nature of the Internet and other reasons, the Internet may not be a reliable medium of communication and that such unreliability is beyond the control of the Bank. This may subject transactions to delays in transmission, incorrect data transmission, delays in execution or execution of instructions at prices different from those prevailing at the time instructions were given, misunderstanding and errors in any communication between the Bank and me/us, transmission blackouts, interruptions and so on.

3. Statements

3.1 Unless otherwise determined by the Bank, a consolidated monthly statement of account summarizing the transactions effected through such of the Services utilized by me/us and selected by the Bank during the preceding month will be issued by the Bank as soon as practicable. The Bank will also issue a monthly statement of account summarizing the transactions effected through each Service utilized by me/us which is not covered by the consolidated monthly statement of account (other than Services for which a passbook is provided to me/us, Services with no transaction having been effected since the date of the last statement of account, accounts with the balance as at the end of the relevant month being less than such amount as may be notified by the Bank from time to time and loan accounts) during the preceding month will be issued by the Bank as soon as practicable. Monthly statements of account will be sent to me/us by mail, electronic means or such other means as the Bank may determine from time to time.

3.2 I/We undertake to verify the correctness of each statement of account and transaction confirmation received from the Bank within ninety (90) days from the receipt thereof of any discrepancies, omissions or debits wrongly made to or inaccuracies or incorrect entries in the Bank's record of transaction, statement of account and transaction confirmation as so stated. At the end of the ninety (90) day period commencing from the date of the relevant statement of account or transaction confirmation, the Bank's record of transactions and the details of the transactions as set out in such statement of account or transaction confirmation shall be conclusive evidence without any further proof that the Bank's record of transaction and the details in such statements of account or transaction confirmation are correct except as to any alleged errors so notified.

3.3 Notwithstanding anything aforesaid, the Bank shall be entitled to revise any statement of account or transaction confirmation previously sent to me/us to correct any details contained therein which have been wrongly or mistakenly made by the Bank. I/We agree that paragraph 3.2 above shall also apply to such revised statements of account or transaction confirmation.

3.4 Except as provided above and notwithstanding anything to the contrary in these General Terms and Conditions, the Bank shall be free from all claims in respect of the details of the transactions as set out in the statements of account notwithstanding any incorrectness of the details of the transactions as set out in the statements of account.

4. Customer Data

4.1 I/We agree that the data, documentation or certification concerning myself/ourselves, my/our beneficiaries and third parties for whom I/we are acting as agent requested by the Bank from time to time is required in order for the Bank to provide services to me/us and I/we agree to provide such data, documentation or certification as requested by the Bank. If I/we fail to provide the same to the Bank, the Bank may not be able to provide any service or facility to me/us and the Bank may close, transfer or suspend any service or facility. I/We may always contact the Data Protection Officer of the Bank to gain access to and request correction or amendment to such data.

4.2 I/We agree that the data, documentation or certification requested by the Bank referred to in paragraph 4.1 above, together with my/our other data obtained by the Bank from time to time and other data, documentation or certification that the Bank or any member of the Bank's group of companies may require in respect third parties, including but not limited to my/our personal and account information or records, may be disclosed to members of the Bank's group of companies, and may be disclosed by the Bank or any member of the Bank's group of companies to third parties including but not limited to any person, government body, agency or regulator, whether or not established under laws of the Hong Kong Special Administrative Region ("Hong Kong"), as required under any Foreign Law Requirement (as defined below).

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

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

4.3 Pursuant to paragraph 4.2 above, any such person or entity may use such data for such purposes as are respectively set out in the "Notice of Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data" of China CITIC Bank International Limited from time to time.

4.4 (Applicable where the customer is an individual or consists of individuals) I/We may at any time in accordance with the Personal Data (Privacy) Ordinance (a) check whether the Bank holds data about me/us and have access to such data upon paying such fees as may be imposed by the Bank; (b) require the Bank to correct any data relating to me/us which is inaccurate; (c) ascertain the Bank's policies and practices in relation to personal data; (d) request the Bank to inform me/us of the items of data which are routinely disclosed to a credit reference agency and in the event of default to a debt collection agency; (e) request the Bank to provide me/us with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and (f) require the Bank to cease using my/our personal data for its marketing purposes without charge.

4.5 I/We agree that the Bank may provide to any person who has given or who proposes to give a guarantee or a third party security to secure any of my/our liabilities with a copy or summary of the contract evidencing the obligations to be guaranteed or secured, copies of any formal demand for overdue payment sent to me/us, my/our statements of account and such of my/our other data as the Bank may deem fit.

4.6 I/We hereby warrant that I/we will obtain the prior consent of my/our referees and any other third party whose personal data you disclose as required under this clause 4 before giving their names and other personal data to the Bank.

4.7 I/We hereby warrant that all information provided by me/us to the Bank is provided voluntarily and that such information is true, correct and complete in all respects.

4.8 I/We undertake to notify the Bank in writing promptly (and in any event within 30 calendar days of the relevant change) of any change of address or contact telephone number or other personal particulars recorded with the Bank including information about persons referred to in clause 4.2.

4.9 I/We waive any claims to confidentiality in respect of data or information disclosed for the purpose of the Bank exercising its rights under this clause 4.

5. Consent to deduct, withhold and block

5.1 I/We acknowledge and agree that notwithstanding any other provision of these General Terms and Conditions or any Specific Terms and Conditions, any payments by the Bank under General Terms and Conditions or any Specific Terms and Conditions, will be subject to withholding and deduction as required under Foreign Law Requirements. Any amount withheld under this paragraph 5.1 may be held in whatever account or in whatever manner determined by the Bank at its sole discretion.

5.2 The Bank will not be liable for any gross up, loss or damage suffered as a result of exercising its rights under paragraph 5.1.

5.3 I/We acknowledge and agree that any transaction, payment or instruction may be delayed, blocked, transferred or terminated where required for the Bank to meet its legal obligations including those under any Foreign Law Requirement.

6. Right of Set-Off and Appropriation

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

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

7. Investment Information

7.1 I/We fully understand that any transaction effected by me/us through use of any Service shall be made ultimately upon exercise of my/our own judgment and at my/our own discretion notwithstanding any information, suggestion or documents the Bank may have provided to me/us.

7.2 I/We request the Bank to contact me/us on investment opportunities which the Bank believes may be of interest to me/us. However, I/we understand that the Bank is not obliged to provide me/us with any financial, market or investment information, suggestion or recommendation, but if it does so, it does not act as an investment adviser.

7.3 Any information, suggestion or recommendation communicated to me/us by the Bank are based on information obtained from sources believed by the Bank to be reliable, are for my/our own use and consideration only and will not constitute an offer to sell any investment to me/us.

7.4 I/We agree that in the absence of negligence on the part of the Bank, the Bank will not be liable for any inaccuracy or incompleteness of any information provided by the Bank or the performance or outcome of any transactions effected by me/us after receipt of such information.

7.5 Any exchange rate, interest rate, price of securities or other similar information quoted to me/us is for my/our reference only and shall not be binding on the Bank unless confirmed by the Bank for a transaction.

8. Fees and Charges

8.1 The Bank may impose fees or charges for providing any service. Such fees and charges are detailed in the Bank's schedule of charges published from time to time and displayed at the Bank's premises. The schedule will be provided to me/us upon request. The Bank may revise the fees and charges applicable to any Service utilized by me/us at its discretion upon prior notice to me/us. Charges not set out in the schedule will be advised when the Services for which the charges are imposed are applied for by me/us or upon my/our request. The Bank may debit fees and charges to any of my/our accounts.

8.2 The Bank may impose service charges if:-

(a) the balance on any of my/our accounts is below such minimum balance requirement for the time being specified by the Bank;

(b) the average aggregate daily credit balance of any of my/our accounts with the Bank (as determined by the Bank) in any time period specified by the Bank is below the amount for the time period stipulated by the Bank for such purpose; or

(c) no transaction has been effected through any of my/our accounts (other than interest payment or payment of any fees or charges) for a continuous period as specified by the Bank for the time being, irrespective of the amount of the balance on such account.

8.3 The Bank may impose such penalty or other charges in accordance with the schedule of charges published from time to time by the Bank if I/we overdraw my/our accounts.

8.4 The Bank reserves the right to levy deposit charges on all accounts in accordance with any rules of any regulatory bodies of the Bank as the same may from time to time be in force.

8.5 The Bank may include its fees or charges in the price or rate for the investment quoted by the Bank to me/us or transact for me/us and retain such fees or charges for its own benefit. The Bank may accept rebates, fees and other forms of payment from any person in respect of any transaction effected for me/us and retain the same for its own benefit.

8.6 I/We will reimburse the Bank of all its reasonable costs and expenses (including reasonable legal costs) incurred by it in connection with the enforcement of its rights under these General Terms and Conditions or any Specific Terms and Conditions.

9. Deposits and Withdrawals

9.1 All cheques and other monetary instruments are accepted for my/our account at the discretion of the Bank and are credited subject to their being paid during banking hours of the Bank, unless otherwise permitted at the Bank's discretion. No interest will be paid on any funds credited into any of my/our interest bearing accounts until such funds have been actually received by the Bank during banking hours of the Bank and in the case of credit by way of remittance, receipt of confirmation from the relevant correspondent bank of the remittance by the Bank during banking hours of the Bank (whichever is later). The Bank is entitled to debit its charges, fees and expenses and the value of any items subsequently returned unpaid to my/our account. Funds received by the Bank for my/our account by way of remittance will be credited into my/our account within a reasonable time after receipt of confirmation from the correspondent bank by the Bank.

9.2 If any money received by way of remittance or any instructions from any third party in the currency other than the currency of the account specified, the Bank may in its discretion without notice to me/us convert the funds to be credited into the currency of such account at the Bank's prevailing rates of exchange for value on the date when the funds is credited.

9.3 All withdrawals or investment may only be made by me/us against sufficient cleared funds in my/our relevant accounts. Any withdrawal or investment made on the assumption that funds will be cleared but not so cleared will be reimbursed by me/us immediately upon the Bank's demand. All cheques or monetary instruments will be purchased or discounted by the Bank on this basis.

9.4 Funds are sent entirely at my/our own risk and the Bank shall have no responsibility to me/us for any mutilation, interruption, omission, error, neglect, default, mistake, delay, diminution or unavailability of funds which may occur in the transmission of any message or from its misinterpretation by any wireless telegraphy or telex company or by the Bank or its correspondent, agent or its employee or through any other cause beyond its control.

9.5 Withdrawals from any of my/our accounts maintained with the Hong Kong office of the Bank may only be made in Hong Kong although, if the Bank agrees, withdrawal may be made at another branch of the Bank outside Hong Kong.

9.6 No payment to the Bank shall discharge any of my/our obligations or liabilities unless and until the Bank shall have received payment in full in the currency in which such obligation or liability was incurred. If an amount due to the Bank from me/us in one currency is received by the Bank in another currency, my/our obligations to the Bank in respect of such amount shall only be discharged to the extent that the Bank may purchase the first currency with the second currency in accordance with normal banking procedures. If the amount of the first currency which may be so purchased (after deducting any costs of exchange and any other related costs) is less than the amount so due, I/we shall indemnify the Bank against the shortfall. If and to the extent that I/we fail to pay any amount denominated in a currency other than Hong Kong dollar on demand, the Bank may in its discretion without notice to me/us purchase at any time thereafter so much of such currency as the Bank considers necessary or desirable to cover my/our obligations and liabilities in that currency at the then prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing that currency with Hong Kong dollar and I/we hereby agree to indemnify the Bank against the full Hong Kong dollar cost incurred by me/us for such purchase.

10. Joint Accounts and Partnership Accounts

10.1 In respect of accounts in the names of or opened by two or more persons, (a) all agreements, obligations, powers, authorities and liabilities of the joint account holders to the Bank in connection with such account shall be joint and several; (b) upon the death of any joint account holder the balance (if any) standing to the credit of such account and any investments and properties of any description held in the joint names of the account holders shall, subject to applicable laws, belong to the survivor(s) thereof. In the event the title of an account bears the names of more than one person, whether such names are stated in a disjunctive, conjunctive or other manner in the title, such account shall be deemed to be an account in the names of or opened by all such persons as joint account holders. Any cheques, instruments of payment or sums expressed to be payable to us or any of us or for any account(s) in our joint names or in the name of any of us may be credited into such joint account(s).

10.2 If we are a partnership, (a) the agreements, obligations, powers, authorities and liabilities of each of us shall be joint and several; (b) these General Terms and Conditions and any applicable Specific Terms and Conditions shall continue to bind us notwithstanding any change in our constitution, name or membership by reason of death, bankruptcy, retirement, disability, or admission of new partners or the occurrence of any other event which may dissolve the partnership or otherwise affect our obligations thereunder; (c) upon any partner ceasing to be a member of our partnership by death or otherwise, the Bank may in the absence of written instruction to the contrary from us or any of us or the personal representatives or trustees of any of us treat the surviving or continuing partners or partner or other partners for the time being as having full power to carry on the business of our partnership.

11. Security in favour of third party

11.1 I/We agree that I/we shall not, during such time when I/we have any liabilities (present and future, joint or several, direct or indirect, actual or contingent) to the Bank, charge, assign, sell, transfer or create any encumbrance or deal with or grant any third party rights over or against any part of my/our account or any of my/our assets kept by the Bank for my/us or the proceeds thereof.

11.2 I/We irrevocably appoint the Bank to be my/our agent, and in my/our name or otherwise on my/our behalf to sign, execute, deliver, perfect and do all instruments, acts and things which may be required or which the Bank shall think fit for carrying out any of my/our obligations under these General Terms and Conditions or any Specific Terms and Conditions and of the security granted thereunder. I/We ratify and confirm and agree to ratify and confirm any instrument, act and thing which such attorney may lawfully execute or do.

12. Limitation of Liability

12.1 I/We agree that except in the case of negligence or wilful default and subject to paragraph 2.5 above, the Bank will not be liable for any action or omission to act in connection with any of my/our accounts or any service provided by the Bank including the following:-

(a) the operation of any of my/our accounts and the provision of any of the Services by the Bank;

(b) the availability of any of the Services being restricted or affected by any cause or for whatever reason;

(c) the acts, omission, negligence or default of any correspondent, broker, agent, custodian or other parties involved in any transaction;

(d) the reliance upon any instruction by the Bank in accordance with these General Terms and Conditions which the Bank believes in good faith to be given by me/us or my/our relevant Authorized Signatories notwithstanding any error, misunderstanding, fraud or lack of clarify in the terms of such instructions;

(e) the diminution or unavailability of funds due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or strike, or other similar causes beyond the Bank's control.

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

13. Indemnity

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

14. Certificate of Indebtedness

14.1 A certificate issued by the Bank stating the amount due and payable by me/us to the Bank, interest rates and exchange rates at any particular time shall be final and conclusive for all purposes including for the purpose of legal proceedings.

14.2 Records of my/our dealings with the Bank kept by the Bank (including records contained in computer, microfilm, books and other records of the Bank) shall constitute conclusive evidence unless (a) the Bank has failed to exercise reasonable skill and care in respect of any such computer record, microfilm, books and records, (b) the contents of any such computer records, microfilms, books and records are the result of forgery or fraud of any employee, agent or servant of the Bank or (c) the contents of any such computer records, microfilms, books and records are the result of the wilful default or gross negligence of the Bank or any of its employees, agents or servants.

14.3 The Bank may commission a debt collection agency to collect any overdue amount owed by me/us to the Bank.

14.4 I/We understand I/we should inform the Bank as soon as possible of any difficulty in repaying my/our outstanding indebtedness to the Bank or servicing any loan over the credit period.

15. Miscellaneous

15.1 If any one or more of the provisions contained in these General Terms and Conditions shall be invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

15.2 (a) These General Terms and Conditions and any Specific Terms and Conditions shall benefit and be binding on the Bank and me/us, their respective successors and subject to this paragraph 15.2, any permitted assignee or transferee of some or all of the Bank's rights or obligations under this agreement.

(b) I/We may not assign or transfer all or any of my/our rights or obligations under these General Terms and Conditions or any Specific Terms and Conditions.

(c) The Bank may transfer all or part of the Bank's rights, benefits and obligations under these General Terms and Conditions and/or any Specific Terms and Conditions and disclose to a potential transferee or any other person proposing to enter into contractual arrangements with the Bank in relation to the same such information about me/us as the Bank may think fit for the purposes of such contractual arrangements.

15.3 I/We acknowledge and agree that I am/we are fully responsible for my/our own tax affairs, and that I am/we are solely liable for understanding and complying with any legal, tax, foreign exchange control or regulatory obligations that may apply to me/us in any relevant jurisdictions. I/We confirm that I/we have and will continue to fully comply with all relevant laws and regulations, and will not carry out any transactions, or aid and abet, or facilitate the laundering of any proceeds that links or relates to unlawful activities, including but not limited to tax evasion, drug trafficking, other indictable offence, money laundering or transactions with terrorists, through my/our account(s) with the Bank. I/We understand my/our tax status and transaction activity is subject to screening and monitoring as part of the Bank's anti-money laundering review in compliance with legal and regulatory requirements.

15.4 This clause does not apply to Corporate Professional Investors (where the Bank has complied with paragraphs 15.3A and 15.3B of the Code) or Institutional Professional Investors under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission. If the Bank solicits the sale of or recommend any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance ("Applicable Financial Products") to me/us, the Applicable Financial Products must be reasonably suitable for me/us having regard to my/our financial situation, investment experience and investment objectives. No other provision of these General Terms and Conditions, other related Specific Terms and Conditions or any other documents the Bank may ask me/us to sign and no statement the Bank may ask me/us to make derogates from this clause. For the purposes of this clause, "leveraged foreign exchange contracts" refer to those leveraged foreign exchange contracts traded by persons licensed for Type 3 regulated activity.

15.5 The Bank's failure or delay in exercising any rights, power or privilege in respect of these General Terms and Conditions or any Specific Terms and Conditions shall not operate as a waiver, nor shall a single or partial exercise, enforcement or waiver of any such rights, power or privilege preclude the Bank's further exercise, enforcement, or the exercise or enforcement of any other right, power of privilege hereunder.

15.6 I/We hereby agree at any time and from time to time, at my/our expense, to promptly execute, seal or deliver all further instruments and documents, and take all further actions that may be necessary or that the Bank may request to accomplish the purposes of these General Terms and Conditions or Specific Terms and Conditions.

15.7 In the event of any inconsistency between the English version and the Chinese version of these General Terms and Conditions or any Specific Terms and Conditions, the English version shall prevail.

15.8 I/We shall provide a list of my/our current partners, directors, secretary or officers (as the case may be) from time to time to the Bank and the Bank may continue to treat the list most recently received as correct.

15.9 Nothing here in shall require the Bank to provide or continue any banking facilities or other accommodation or services to me/us. These General Terms and Conditions and any Specific Terms and Conditions may be terminated by the Bank by giving reasonable prior notice to me/us. Termination of these General Terms and Conditions will automatically terminate all Specific Terms and Conditions but termination of any Specific Terms and Conditions will not terminate these General Terms and Conditions or any other Specific Terms and Conditions.

15.10 Any release, settlement, assignment, payment or discharge between myself/ourselves and the Bank shall be conditional upon no security, disposition or payment to the Bank in respect of my/our liabilities or obligations or any other person being avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any law relating to dissolution, insolvency, composition or arrangement for the time being in force or for any other reason whatsoever and the Bank shall be entitled to recover from me/us or any other relevant person the value which the Bank placed upon such security or disposition or the amount of such payment as if such release, settlement, assignment, payment or discharge had not occurred.

16. Amendments

16.1 The Bank may at any time delete, replace, add or change any term of these General Terms and Conditions or the Specific Terms and Conditions applicable to any Service applied for or utilized by me/us (including any applicable fees or charges) by giving prior notice to me/us in accordance with the requirements of applicable codes and guidelines.

16.2 The Bank may at any time introduce any new Service or delete any existing Service. A list of the Services which the Bank may offer to me/us pursuant to these General Terms and Conditions at any particular time and their applicable Specific Terms and Conditions may be obtained from the Bank upon request.

17. Notice

17.1 Any notice or instruction from me/us to the Bank shall be irrevocable and ineffective until actually received by the Bank.

17.2 Any notice required to be given by the Bank to me/us shall be deemed to have been so given if addressed to me or any one of us at the last known address of the recipient. Any notice delivered by the Bank personally shall be deemed to have been given at the time of delivery. Any notice despatched by the Bank by letter postage prepaid shall be deemed to have been given immediately after posting. Any notice sent by facsimile, by email or otherwise via the internet shall be deemed to have been given at the time of transmission.

17.3 I/We will promptly notify the Bank in writing of any change of address to which statements and notices should be sent. Such changes shall not be effective until duly entered in the Bank's records.

18. Rights of Third Parties

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

19. Governing Law and Jurisdiction

19.1 Subject to any express provision contained herein or in the relevant Specific Terms and Conditions, these General Terms and Conditions and all Specific Terms and Conditions will be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

19.2 Each transaction or its underlying investment or instrument shall be subject to the laws of the jurisdiction where it is made or located and also the rules, regulations, guidelines, policies and directives of all relevant governmental and other regulatory bodies and agencies.

19.3 I/We hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Last Updated in June 2017

中信銀行(國際)
CHINA CITIC BANK INTERNATIONAL

中信銀行(國際)有限公司
CHINA CITIC BANK INTERNATIONAL LIMITED

一般條款

致：中信銀行(國際)有限公司

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

1. 適用範圍及服務

1.1 除非銀行另行決定或適用之特別條款另有列明，否則此等一般條款須適用於銀行不時提供予本人/吾等之所有服務。

1.2 銀行將不時向其客戶提供一系列服務(每項服務均稱為「服務」)。每項服務均由銀行按此等一般條款、銀行的進一步條款(「特別條款」)及銀行通知本人/吾等的其他條款提供。本人/吾等可以書面、電話或銀行接納之其他方法申請使用一項或以上之服務。銀行可全權酌情決定是否提供任何服務予本人/吾等。本人/吾等承諾在申請其服務前將向銀行索取一份有關該服務之特別條款。本人/吾等承諾除非及直至本人/吾等已收到、閱讀、完全明白及同意適用之特別條款，否則本人/吾等不會使用任何服務。若本人/吾等使用有關之服務，本人/吾等將被視為已收到及同意適用之特別條款。

1.3 此等一般條款連同適用的特別條款取代本人/吾等與銀行間從前就有關服務訂立的所有協定。前述原則適用於所有以本人/吾等名義申請的服務，或在本人/吾等聯名賬戶其他賬戶持有人或本人/吾等其他合夥人的同意下，以本人/吾等與其他人士作為聯名人或以本人/吾等為合夥人的合夥人賬戶名義申請的服務。為免生疑，任何服務的使用均受此等一般條款及適用的特別條款所約束。

1.4 申請服務可以本人/吾等之名義、本人/吾等聯同其他人士作為聯名人、或以本人/吾等為合夥人或部份合夥人的合夥人公司名義進行。不論本人/吾等有否聯同其他聯名賬戶持有人或合夥人共同簽署有關申請書或開戶書，本人/吾等同意就有關服務與本人/吾等的其他聯名賬戶持有人或其他合夥人共同及各別地對所有有關協議、義務、權力及債務負責。

1.5 就本人/吾等申請任何服務而向銀行遞交之文件將不獲發還。

1.6 倘若此等一般條款及任何特別條款在意義上有任何抵觸，須以適用有關服務之特別條款為准。

1.7 銀行有權不時就交易金額、操作程式或在其他情況下使用任何服務之細節加上任何限額或限制。銀行有酌情決定權對此等限額作出更改。

2. 指示

2.1 本人/吾等同意就有關提供予本人/吾等之任何服務或本人/吾等於銀行維持之任何賬戶，銀行可根據及按照本人/吾等以下列之方式給予銀行之指示行事：

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

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

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

2.3 銀行可在其認為適當之情況下拒絕接納任何指示。

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

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

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

2.7 就有關以透過自動電話系統、互聯網或其他銀行認可之電子系統以外發出的指示，在銀行沒有疏忽或故意過失的情況下，本人/吾等應令銀行不會因執行上述第2.1段之任何指示而進行或未能執行之交易而受損。並需賠償銀行有關該等指示或執行本段之權利直接或間接所引起之一切法律行動、訴訟、賠償、索償、責任、金錢損失、其他損失、合理開支及費用。此項補償責任在本人/吾等之賬戶或此等一般條款或任何特別條款終止後仍然有效。

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

(a) 本人/吾等及本人/吾等之授權簽署人不會在任何禁止銀行提供有關服務或對此等一般條款或適用的特別條款沒有法律效用的國家或司法管轄區使用任何服務；

(b) 本人/吾等及本人/吾等之授權簽署人不會及不會試圖就與任何服務相關的電腦軟體進行還原工程、分拆或其他類形的干擾；

(c) 本人/吾等及本人/吾等之授權簽署人承諾確保每次通過電腦使用完任何服務後儘快離開瀏覽器、關閉瀏覽器並把瀏覽器的記憶體內之資料清除。

2.9 銀行可將本人/吾等在業務運作中與銀行進行之電話對話錄音。

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

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

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

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

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

3. 銀行結單

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

3.2 本人/吾等承諾從銀行收到賬戶結單的九十天內核實銀行的賬戶結單及交易記錄所列明的記賬是否存在任何差異、遺漏、錯誤扣款、不準確或不正確之處。在有關賬戶結單或交易記錄日期起九十天期限完結時，除本人/吾等在期限內通知的錯誤外，在該等賬戶結單或交易記錄所列明的銀行交易記錄及交易詳情將視為確證而無須再取得進一步的證據證明銀行的交易記錄及賬戶結單之詳情為正確。

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

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

4. 客戶資料

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

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

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

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

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

4.4 （只適用於個人或包括個人的客戶）本人/吾等於任何時間均可根據個人資料（私隱）條例 (a) 檢查銀行是否持有有關本人/吾等之資料，並支付銀行徵收之費用後取用該等資料；(b) 要求銀行改正有關本人/吾等任何不正確之資料；(c) 確定銀行就有關個人資料之政策及常規；(d) 要求銀行通知本人/吾等例行程式下披露予信用參考公司及在未能還清債務時披露予收債公司之資料專案；(e) 要求銀行提供進一步資料予本人/吾等以讓本人/吾等向有關信用參考公司或收債公司要求取用資料及改正資料；及 (f) 要求銀行停止使用本人/吾等之個人資料作市場推廣用途而不收取任何費用。

4.5 本人/吾等同意銀行可向已發出或建議為保證本人/吾等債務發出擔保書或第三方保證之任何人士提供所保證的責任之合同或合同撮要、向本人/吾等發出的正式催繳逾期付款通知書、本人/吾等賬戶月結單及銀行認為適當的本人/吾等的其他資料。

4.6 本人/吾等茲保證在給予銀行本人/吾等諮詢人和閣下按本第4條下所需而披露其個人資料的任何其他第三方之姓名及其他個人資料前將先取得該等人士之同意。

4.7 本人/吾等保證本人/吾等向銀行提供的所有資料均自願提供，而有關資料在任何方面均為真實、正確及完整。

4.8 本人/吾等承諾適時（而無論如何在有關變更後30個曆日內）以書面通知銀行有關在銀行記錄的地址或聯絡電話號碼或其他個人資料（包括關於第4.2條所述的人士的資料）的任何變更。

4.9 本人/吾等豁免就銀行行使其在本第4條下的權利而披露的資料或資訊的任何保密要求。

5. 同意扣減和扣起款項及暫停交易

5.1 本人/吾等確認及同意，即使此等一般條款或任何特別條款有任何其他規定，銀行根據一般條款或任何特別條款支付的任何款項，將須按外國法規定下所需而被扣起和扣減。根據第5.1段被扣起的任何款項可於銀行按其全權酌情權所決定的戶口或方式持有。

5.2 銀行將無須對因銀行行使其於本第5.1段項下的權利而蒙受的任何所扣稅項補足、損失或損害賠償承擔責任。

5.3 本人/吾等確認及同意，為履行銀行於包括任何外國法規定項下的法律義務而需要的話，銀行可延遲、暫停、轉讓或終止任何交易、付款或指示。

6. 抵銷權及資金運用

6.1 本人/吾等同意除了任何一般留置權或在法律下銀行享有的類似權利，銀行可於任何時候在沒有事先通知下將本人/吾等任何或所有賬戶（無論位於何處）與本人/吾等欠付銀行債務（若吾等為一所公司，則與本公司集團、任何分公司或附屬公司欠付銀行之債務）結合或綜合，並將本人/吾等任何賬戶結餘的金額抵銷或轉移以清償上述欠付銀行不論為基本、附屬、各別、共同或以其他貨幣為單位的債務。並且，若某些欠款未到期支付或因某些待發事件尚未需要償還，銀行有權暫停支付相等於欠款額的賬戶存款給本人/吾等，直至欠款到期支付或此待發事件發生為止。就此目的以及在此等一般條款內使用本辭彙的任何其他目的而言，「集團公司」及「附屬公司」二詞就等同公司條例所給予的意思。

6.2 銀行有權在支付款項時或其後的任何時間撥用支付予銀行或在其他情況下銀行管有或控制本人/吾等之賬戶以償還本人/吾等銀行認為恰當之債務部份之任何款項。任何該等撥用款項均淩駕本人/吾等任何以往宣稱之款項撥用。

7. 投資資料

7.1 儘管銀行向本人/吾等提供任何資料、建議或文件，然而本人/吾等完全明白本人/吾等通過使用任何服務所進行的任何交易最終按照個人之判斷及酌情決定權所進行。

7.2 本人/吾等要求銀行就其認為本人/吾等有興趣之投資機會聯絡本人/吾等。然而，本人/吾等明白銀行無須向本人/吾等提供任何金融、市場或投資資料或建議；即使銀行提供該等資料或建議，並不代表銀行作為投資顧問。

7.3 銀行傳達本人/吾等之任何資料或建議均源於銀行認為可靠的資料來源，並只供本人/吾等使用及考慮，而不構成向本人/吾等要約出售。

7.4 本人/吾等同意如銀行未有疏忽，銀行無須就銀行提供任何不準確或不全面的資料，或在收到該等資料後本人/吾等進行任何交易的表現或結果而負上責任。

7.5 銀行提供本人/吾等有關匯率、利率、股票價格或其他類似的資料只供本人/吾等參考，除非銀行確認交易，銀行不會受此約束。

8. 費用及手續費

8.1 銀行可就提供任何服務收取費用或手續費，銀行所收取的費用及手續費將詳列於不時公佈的收費表及展示於銀行分行中。本人/吾等可要求索取收費表。銀行可事先通知本人/吾等按其酌情修訂適用於本人/吾等使用之任何服務之費用及手續費。收費表所列以外的費用將本人/吾等申請該等費用適用的服務時另行通知本人/吾等。本行可在本人/吾等賬戶中扣除該等費用及手續費。

8.2 在下列情況下，銀行可收取服務費：

(a) 本人/吾等任何結餘少於銀行當時訂明的最低結餘額之賬戶；

(b) 本人/吾等在銀行訂明的任何期間內，本人/吾等於銀行持有的任何賬戶的每日總平均結餘款額（由銀行確定）低於銀行當時指定的限額。

(c) 本人/吾等的任何賬戶連續在銀行當時訂明的期間內沒有進行任何交易（支付利息或繳交任何費用或手續費則除外），不論賬戶結餘多少。

8.3 若本人/吾等透支本人/吾等之賬戶，銀行可按照其不時發佈的收費表徵收罰款或其他收費。

8.4 銀行保留根據銀行的監管機構不時所訂定的規則對所有賬戶收取存款費用之權利。

8.5 銀行可將其費用或收費包括在銀行向本人/吾等所報或代本人/吾等交易之投資價格或利率內，銀行並可為本身利益保留該筆費用或收費。銀行可就有關替本人/吾等進行任何交易接納回佣，費用及從任何人士取得任何形式的付款，並為了銀行本身利益保留該筆款項。

8.6 本人/吾等將彌償銀行就由於與執行此等一般條款或任何特別條款下其權利所招致之所有合理費用及開支（包括合理法律費用）。

9. 存款及提款

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

9.2 如經匯款或第三者指示存入款項，而其貨幣不同於所指定存款賬戶的貨幣時，則銀行可有酌情權在無須發出通知予本人/吾等的情況下按照銀行當日的現行匯價將款項兌換為有關賬戶的貨幣。

9.3 所有提款或投資只會在本人/吾等有足夠之結算金額於有關賬戶才會進行。若銀行在假設有關賬戶將進行結算但仍未結算的情況下進行，該等提款或投資金額將在銀行要求下由本人/吾等即時彌償銀行。所有銀行購買或貼現的支票或票據均按此進行。

9.4 本人/吾等承擔送交款項之全部風險，而銀行對在傳遞任何訊息時或由於任何無線電訊、電報公司、銀行或其通信者代理或其僱員之錯誤理解或銀行控制範圍以外的任何其他因素而可能發生之毀壞、中斷、遺漏、錯誤、疏忽、過失、延誤、款項減值或未能提供款項將不負任何責任。

9.5 本人/吾等於銀行之香港分行所維持之賬戶只可在香港提取款項；惟若銀行同意，可於香港以外銀行之其他分行提款。

9.6 除非及直至銀行已收到責任或債務之貨幣金額全數，否則任何繳付銀行之款項均不會解除本人/吾等之責任或債務。若本人/吾等欠付銀行為一種貨幣（「第一貨幣」），而銀行所收取的為另一種貨幣（「第二貨幣」），本人/吾等就所履行之責任只會在銀行按照一般銀行程式以第二貨幣購買與該金額相等之第一貨幣；若所購買第一貨幣之金額（在扣除任何兌換費用及其他有關費用後）為少於所欠之金額，本人/吾等必須向銀行彌償有關之差額。若本人/吾等在銀行要求下未能支付兌換為港幣以外的貨幣，銀行可有酌情權在無須發出通知予本人/吾等的情況下於其後任何時間購買銀行認為必須或足以涵蓋按照當時的即期匯率（由銀行確切地決定）以港幣購買該貨幣以支付本人/吾等之義務及債務。本人/吾等茲同意就本人/吾等購買貨幣所招致之費用以港幣全數彌償銀行。

10. 聯名賬戶及合夥人賬戶

10.1 就有關兩位或以上人士開立之賬戶，(a) 聯名賬戶持有人就有關賬戶與銀行之所有協定、義務，權力及債務均為共同及各別的；(b) 在根據適用法律的前提下，在任何聯名賬戶持有人逝世時，該賬戶之結餘（若有任何）及聯名賬戶持有人賬戶持有的任何種類之投資及財產須歸於尚存者所擁有。若任何賬戶之戶名包含超過一位人士之名稱，不論有關人士之名稱以分離的、連結的或其他形式於戶名中出現，該賬戶應被視為有關人士以聯名賬戶形式開立。任何明示予以支付給吾等或吾等任何一人或給予吾等或吾等任何一人名下之任何賬戶的支票、償付工具或款項均可入賬於此聯名賬戶。

10.2 倘若吾等為合夥人，(a) 吾等各人之協定、責任、權利、權力及債務須為共同及各別；(b) 此等一般條款及任何適用的特別條款須對吾等仍有約束力，即使由於合夥人逝世、破產、退休、傷殘或加入新合夥人使吾等之憲章、姓名或會員有任何更改，或發生任何其他可解散合夥或影響在此條款下吾等之責任的事故；(c) 當任何合夥人因為死亡或其他原因終止為吾等夥伴的合夥人，銀行可在沒有收到吾等、吾等任何一人或吾等任何一人的遺產承辦人或信託人否決的指示之情況下，將其他在世或持續的合夥人或其他合夥人視為擁有繼續吾等合夥人之生意的全部權力。

11. 對第三方的保障

11.1 本人/吾等同意在按此等一般條款欠付銀行任何債務（現時及將來、共同或各別、直接或間接或實有或有的）的期間，不可抵押、轉讓、出售、轉移，或處置本人/吾等賬戶或銀行代本人/吾等保管任何本人/吾等之資產或其所得的任何部份的權利，或對其設置任何產權負擔或第三方權益。

11.2 本人/吾等不可撤回地委任銀行為本人/吾等之代理，及以本人/吾等之名義或在其他情況下代表本人/吾等簽署、交付、完成及作出所有規定或銀行認為適合履行根據一般條款或任何特別條款下的義務及任何特別條款下給予的保證下之義務之文件、行為及事物。本人/吾等確認及追認，及同意確認及追認委託人合法地簽署或作出的任何文件、行為及事物。

12. 債務之限制

12.1 本人/吾等同意除非屬疏忽或故意過失及根據上述第2.5段，銀行無須對任何本人/吾等賬戶或銀行提供之任何服務之作為或遺漏作為而負上任何責任，包括下列各項：

(a) 本人/吾等之賬戶之運作及銀行提供之任何服務；

(b) 由於任何原因限制或影響任何服務之提供；

(c) 任何通訊者、經紀、代理、託管人或牽涉入任何交易之其他方之作為、遺漏作為、疏忽或過失；

(d) 銀行按照此等一般條款依據任何銀行真誠相信為本人/吾等或本人/吾等有關之授權簽署人發出之指示，儘管該等指示有任何錯誤、誤解、詐騙或欠缺清晰；

(e) 由於兌換或轉讓之限制、要求、非自願轉讓、戰爭或罷工、或銀行控制範圍以外其他類似原因而引致款額減值或未能動用。

12.2 在任何情況下銀行均無須為本人/吾等之利益損失、間接、特別或相應之損害而負上責任。

13. 彌償

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

14. 負債證明書

14.1 由銀行所發出列明本人/吾等到期須支付銀行之金額，利率及於指定時間之匯率之證明書就所有用途包括用於法律程式上均為最終及不可推翻的。

14.2 除非 (a) 銀行未對任何該等電腦記錄、縮微膠捲、賬目及記錄作出合理技能及謹慎處理；(b) 任何該等電腦記錄、縮微膠捲、賬目及記錄之內容是由於銀行之任何僱員或代理之偽造或詐騙行為所得出；(c) 任何該等電腦記錄、縮微膠捲、賬目及記錄之內容是由於銀行或其任何僱員或代理之故意過失或嚴重疏忽所得出的，否則，由銀行保存有關本人/吾等之交易記錄（包括載有電腦、縮微膠捲、賬目及銀行之其他記錄）須構成不可推翻之證據。

14.3 銀行可委託收賬公司收取任何本人/吾等欠付銀行之任何逾期款項。

14.4 本人/吾等明白本人/吾等於信貸期限內在還款或供款方面有任何困難，應儘快通知銀行。

15. 其他

15.1 若此等一般條款所載的一項或超過一項條文在任何適用法律下於任何方面被視為無效、不合法或未能執行，其他條文的有效性、合法性及可執行性在任何方面均不受影響或損害。

15.2 (a) 銀行、本人/吾等及其個別的繼承人均受益於及受到此等一般條款及任何特別條款的約束，及在根據本第 15.2 段的前提下，銀行某些或所有權益或義務獲批准的承讓人或受讓人亦受此等一般條款及任何特別條款的約束。

(b) 本人/吾等不可轉移或轉讓此等一般條款及任何特別條款中本人/吾等的權利或義務。

(c) 銀行可轉移此等一般條款及/或任何特別條款中所有或部份銀行的權利、利益及義務，並向有可能的受讓人或打算就此與銀行進行合約安排的任何其他人士披露銀行認為合適用作該等合約安排之用的本人/吾等的資料。

15.3 本人/吾等確認及同意本人/吾等會為本人/吾等的稅務事項負上全責。本人/吾等完全理解，並有責任遵守任何對本人/吾等有管轄權的國家或地方的法律、稅務、外匯管制或規管的義務。本人/吾等確認本人/吾等已經、並會繼續遵守所有相關法規及不會以本人/吾等的中信銀行（國際）賬戶進行與非法活動有關的任何交易、或協助及教唆、或幫助清洗相關資產，其中包括但不限於逃稅、販毒、任何可公訴罪行、洗黑錢或與恐怖分子交易。本人/吾等知悉銀行會篩查和監察本人/吾等的稅務狀況和交易活動，以符合有關反洗錢審查的法律及監管要求。

15.4 本條款不適用於《證券及期貨事務監察委員會持牌人或註冊人操守準則》所界定的法團專業投資者（前提是銀行已遵從該操守準則第 15.3A 及 15.3B 段的規定）或機構專業投資者。假如銀行向本人/吾等招攬銷售或建議任何《證券及期貨條例》所界定的證券、期貨合約或槓桿式外匯交易合約（「適用金融產品」），該適用金融產品必須是銀行經考慮本人/吾等的財政狀況、投資經驗及投資目標後而認為合理地適合本人/吾等的。此等一般條款的其他條文、任何其他有關特別條款或其他銀行可能要求本人/吾等簽署的文件及銀行可能要求本人/吾等作出的聲明概不會減損本條款的效力。就本條款所指的「槓桿式外匯交易合約」，其只適用於由獲得發牌經營第 3 類受規管活動的人所買賣的該等槓桿式外匯交易合約。

15.5 銀行未有或延遲行使此等一般條款或任何特別條款的任何權利、權力或特權不應視作放棄該等權利，而只是單一或部份行使、執行或放棄任何該等權利、權力或特權亦不會妨礙銀行作進一步行使、執行有關權利、權力或特權，或行使或執行此等一般條款中的任何其他權利、權力或特權。

15.6 本人/吾等茲同意於任何時間及不時可在本人/吾等支付費用下即時簽署，蓋章或送達所有進一步之文件，並採取所有必須或銀行要求送至此等一般條款或特別條款之目的之進一步行動。

15.7 倘若此等一般條款或任何特別條款之中英文版有任何意義差歧，均以英文版本為准。

15.8 本人/吾等應不時向銀行提供本人/吾等現時的合夥人、董事、公司秘書或主管（視乎所屬情況而定）之名單，而銀行可繼續視最新收到的名單為正確的名單。

15.9 此等條款並無規定銀行必須提供或繼續任何銀行設備或其他融通或服務予本人/吾等。銀行可在給予合理通知予本人/吾等終止此等一般條款及任何特別條款。終止此等一般條款將自動終止所有特別條款，惟終止任何特別條款將不會終止此等一般條款或任何其他特別條款。

15.10 本人/吾等與銀行之間的任何解除、和解、轉讓、付款或撤銷均為條件任性的，該條件為有關本人/吾等對銀行之債務或義務之抵押、產權處置或款項均不會憑藉現時仍有效有關公司解散、無力償債、債務重組或債務安排有效的法例或其他原因而撤銷、被令放棄、支付、退款或減少；而銀行有權向本人/吾等或任何其他有關人士追討該等抵押產權處置或尤如該等解除、和解、轉讓、付款或撤銷並無進行之款項。

16. 修改

16.1 銀行於任何時間均可根據適用守則及指引之規定給予事先通知下將此等一般條款或適用於本人/吾等所申請或使用之任何服務（包括任何適用之費用或收費）之特別條款進行刪除、取替、增加或更改。

16.2 銀行可於任何時間增加任何新服務或刪除任何現有之服務。在本人/吾等要求下，可從銀行取得銀行於某一特定時間根據此等一般條款所提供的服務總覽表及其適用之特別條款。

17. 通知

17.1 由本人/吾等向銀行發出之任何通知或指示須為不可撤回，並在銀行正式收到才為有效。

17.2 任何規定由銀行發出之通知若已寄往收件人之銀行所知最後之地址予本人或吾等任何一人均視為已經發出。任何由銀行派專人送達之通知須在送達時已視為發出。任何由銀行以預支郵費信件所發出之通知須郵寄後便視為已即時發出。任何以傳真、電郵或其他情況下通過互聯網所發出之通知須視為在傳送後已經發出。

17.3 若月結單及通知書應發送往之地址有任何更改，本人/吾等將即時以書面通知銀行。除非該等更改已妥為存入銀行記錄，否則均會視為無效。

18. 第三者權利

除此等一般條款另有明文訂明外，此等一般條款訂約方以外的任何人士概不可按照《合約（第三者權利）條例》（香港法例第 623 章）的規定強制執行此等一般條款的條款或享有其利益。倘此等一般條款的任何條文明確賦予任何第三方權力根據《合約（第三者權利）條例》執行此等一般條款任何條款，則協議訂約方保留權利可在毋須該第三方同意的情況下修改該條款或此等一般條款任何其他條款。

19. 管治法律及司法管轄權

19.1 除此等條款或有關特別條款所載之明確條文另有規定外，此等一般條款及所有特別條款均受香港特別行政區之法律所管治及據其解釋。

19.2 每項交易或其基本投資或工具須受制於進行上述交易或投資或所處之司法管轄區之法律，以及所有有關政府、其他規管團體及代理之規則、規例、準則、政策及指引。

19.3 本人/吾等茲此不可撤回地接受香港特別行政區法院之非獨有司法管轄權。

最後更新：2017 年 6 月

中信银行(国际)
CHINA CITIC BANK INTERNATIONAL

中信銀行(國際)有限公司
CHINA CITIC BANK INTERNATIONAL LIMITED

一般条款

致：中信银行(国际)有限公司

鉴于China CITIC Bank International Limited（中信银行（国际）有限公司）（「银行」）同意提供及/或继续提供其服务予本人/吾等，本人及吾等各人同意受下列一般条款所约束：

1. 适用范围及服务

1.1 除非银行另行决定或适用之特别条款另有列明，否则此等一般条款须适用于银行不时提供予本人/吾等之所有服务。

1.2 银行将不时向其客户提供一系列服务（每项服务均称为「服务」）。每项服务均由银行按此等一般条款、银行的进一步条款（「特别条款」）及银行通知本人/吾等的其他条款提供。本人/吾等可以书面、电话或银行接纳之其他方法申请使用一项或以上之服务。银行可全权酌情决定是否提供任何服务予本人/吾等。本人/吾等承诺在申请其服务前将向银行索取一份有关该服务之特别条款。本人/吾等承诺除非及直至本人/吾等已收到、阅读、完全明白及同意适用之特别条款，否则本人/吾等不会使用任何服务。若本人/吾等使用有关之服务，本人/吾等将被视为已收到及同意适用之特别条款。

1.3 此等一般条款连同适用的特别条款取代本人/吾等与银行间从前就有关服务订立的所有协定。前述原则适用于所有以本人/吾等名义申请的服务，或在本人/吾等联名账户其他账户持有人或本人/吾等其他合伙人的同意下，以本人/吾等与其他人士作为联名人或以本人/吾等为合伙人的合伙人账户名义申请的服务。为免生疑，任何服务的使用均受此等一般条款及适用的特别条款所约束。

1.4 申请服务可以本人/吾等之名义、本人/吾等联同其他人士作为联名人、或以本人/吾等为合伙人或部份合伙人的合伙人公司名义进行。不论本人/吾等有否联同其他联名账户持有人或合伙人共同签署有关申请书或开户书，本人/吾等同意就有关服务与本人/吾等的其他联名账户持有人或其他合伙人共同及各别地对所有有关协议、义务、权力及债务负责。

1.5 就本人/吾等申请任何服务而向银行递交之文件将不获发还。

1.6 倘若此等一般条款及任何特别条款在意义上有任何抵触，须以适用有关服务之特别条款为准。

1.7 银行有权不时就交易金额、操作程式或在其他情况下使用任何服务之细节加上任何限额或限制。银行有酌情决定权对此等限额作出更改。

2. 指示

2.1 本人/吾等同意就有关提供予本人/吾等之任何服务或本人/吾等于银行维持之任何账户，银行可根据及按照本人/吾等以下列之方式给予银行之指示行事：

(a) 由本人/吾等，或与指示有关之任何账户之账户操作委托书或任何授权书所指定之授权签署人（「授权签署人」）数目，或若指示与任何账户无关，则由本人/吾等或本人/吾等之任何账户之账户操作委托书或任何授权书所指定之授权签署人数目，以任何于银行维持之账户（包括有关账户）之账户操作委托书或任何授权书所列明之签名样本签署之书面指示之正本，或若获得银行同意，以传真发送给银行之书面指示，惟银行可，但并无义务，拒绝根据及按照由授权签署人以相异于与指示有关之任何有关账户之账户操作委托书或任何授权书所指定之签名样本签署之指示行事；

(b) 若获得银行同意可通过电话、互联网或其他电子媒介发出给予银行之指示，若发出指示者能够 (i) 引述就有关指示之账户号码，或若其与任何账户无关，则引述本人/吾等之任何账户号码；(ii) 若银行要求，引述银行安排予本人/吾等或有关账户之授权签署人之个人鉴别号码（「私人密码」）；(iii) 若银行有所要求，出示银行所接受本人/吾等或任何授权签署人之数码证明书；及 (iv) 出示或引述银行要求的其他资料，尽管有关账户之委托书指明可多于一位人士操作账户。

2.2 第2.1段所指之指示包括但不限于申请及操作任何服务、承兑任何支票、银票、付款凭单、汇票及承付票、发出任何信用证、担保、弥偿及反担保、本人/吾等所背书之任何票据进行贴现、买卖或处理证券、外汇、利率交易或投资、于本人/吾等账户提取任何或所有款项、或送交或处理银行代表本人/吾等账户不时保管之任何证券、契据或其他财产。

2.3 银行可在其认为适当之情况下拒绝接纳任何指示。

2.4 在不影响上述第2.3段之情况下，银行并不负责因本人/吾等因账户存款不足及/或信贷不足导致未能执行或延迟执行上述第2.1段所指之指示所引致之任何后果；但倘若银行按其酌情决定权决定在本人/吾等账户存款不足或信贷不足之情况下仍然执行该项指示，则可无须事先取得本人/吾等批准或通知本人/吾等而予以执行，本人/吾等亦须对因此而产生之透支、贷款、信贷及所有费用负责，并需缴付将依照银行酌情厘订之息率计算之利息。

2.5 本人/吾等承诺：(a) 确保本人/吾等及每位授权签署人之私人密码保持机密及其数码证明书妥善保管。且若本人/吾等及每位授权签署人已真诚及慎密地保管该等密码及数码证明书，则本人/吾等无须对银行就任何按照透过互联网或电子媒介所发出之指示而未经允许之交易负上责任；(b) 若本人/吾等得悉或怀疑有任何未获授权之人士知悉本人/吾等或授权签署人之私人密码或有未经允许之交易进行，会尽最快情况下通知银行，但若本人/吾等未能履行上述责任，则本人/吾等须对一切未经允许的交易负责；及 (c) 对任何因本人/吾等或任何授权签署人作出欺诈或严重疏忽之行为负上责任，包括未有适当保管本人/吾等或任何授权签署人之私人密码而引起的一切损失。惟本人/吾等无须对任何间接、特殊或相应之损失或其他损害负责。

2.6 除上述2.5段另有规定外，本人/吾等亦无须对因下列透过自动电话系统、互联网或电子媒介发出之指示所进行但未经允许的交易负上责任：(a) 银行保安系统未能防止的电脑罪案；(b) 由于银行之人为或系统失误所引致之不恰当交易而导致资金损失；或(c)由银行引致的遗漏错误支付。本人/吾等有权要求银行发还本人/吾等因上述 (a)、(b) 或 (c) 点原因引致错误支付而引起的利息或罚款。

2.7 就有关以透过自动电话系统、互联网或其他银行认可之电子系统以外发出的指示，在银行没有疏忽或故意过失的情况下，本人/吾等应令银行不会因执行上述第2.1段之任何指示而进行或未能执行之交易而受损。并需赔偿银行有关该等指示或执行本段之权利直接或间接所引起之一切法律行动、诉讼、赔偿、索偿、责任、金钱损失、其他损失、合理开支及费用。此项补偿责任在本人/吾等之账户或此等一般条款或任何特别条款终止后仍然有效。

2.8 若任何指示为通过互联网或其他电子系统发出，或透过互联网或其他电子系统使用任何服务，本人/吾等向银行保证如下：

(a) 本人/吾等及本人/吾等之授权签署人不会在任何禁止银行提供有关服务或对此等一般条款或适用的特别条款没有法律效用的国家或司法管辖区使用任何服务；

(b) 本人/吾等及本人/吾等之授权签署人不会及不会试图就与任何服务相关的电脑软体进行还原工程、分拆或其他类形的干扰；

(c) 本人/吾等及本人/吾等之授权签署人承诺确保每次通过电脑使用完任何服务后尽快离开浏览器、关闭浏览器并把浏览器的记忆体内之资料清除。

2.9 银行可将本人/吾等在业务运作中与银行进行之电话对话录音。

2.10 若银行向本人/吾等提供任何软体、电脑系统、用户指南或其他设备以方便本人/吾等发出指示予银行，本人/吾等将谨慎使用，并在银行要求下即时交还银行。本人/吾等明白银行对所有该等设备及其使用并无作出任何类型、明示或隐含之陈示或保证。该等设备于任何时间均属银行或其供应商之财产。

2.11 所有就本人/吾等向银行发出指示所进行之交易，需由银行向本人/吾等确认后方视为完成交易。

2.12 银行可接受本人/吾等或任何本人/吾等之授权签署人向银行递交获银行认可的核证机关颁发的数码证书所证明的数码签署。银行可将此数码签署视作有关人士的亲笔签名。

2.13 如果有关的数码证书已在储存库内公布，银行可假设本人/吾等或任何授权签署人递交之数码证书内的资料为正确。

2.14 本人/吾等明白到互联网可能因为未能预计的挤塞、开放和公开性质和其他原因，导致互联网未必是可靠之通讯媒介，而这些不可靠性是在银行可控制范围之外。这些因素可导致传送延误、错误资料传送，延误执行指示或执行指示和发出指示时的价位偏差，银行和本人/吾等在通讯上的误会和错误、传送缺失、阻碍等。

3. 银行结单

3.1 除非银行另有决定，银行将在切实可行的范围内尽快发出在过去一个月内银行所选择本人/吾等使用之服务之交易的综合账户月结单。银行亦会在切实可行的范围内尽快发出本人/吾等在过去一个月内所使用过但并非包括在综合账户月结单内之交易的账户月结单（银行存折提供予本人/吾等之服务、自账户最后结单日期后并无进行交易、账户在有关月份结尾时之结余少于银行不时通知之数目及贷款账户之服务则除外）。账户的月结单将以邮件、电子媒介或银行不时决定的其他方法送达予本人/吾等。

3.2 本人/吾等承诺从银行收到账户结单的九十天内核实银行的账户结单及交易记录所列明的记账是否存在任何差异、遗漏、错误扣款、不准确或不正确之处。在有关账户结单或交易记录日期起九十天期限完结时，除本人/吾等在期限内通知的错误外，在该等账户结单或交易记录所列明的银行交易记录及交易详情将视为确证而无须再取得进一步的证据证明银行的交易记录及账户结单之详情为正确。

3.3 尽管以上所述，银行有权修改先前送交本人/吾等的任何账户结单，以更改在其中载有银行错误地或不当地作出的详情。本人/吾等同意上述第3.2段适用于已修改的账户结单或交易记录。

3.4 除了以上所述及尽管此等一般条款有任何意义相反的条文，即使账户结单所列的买卖详情有任何不正确之处，银行均无须对有关账户结单所列的买卖详情的申索负责。

4. 客户资料

4.1 本人/吾等同意银行不时要求本人/吾等、本人/吾等的受益人和本人/吾等担任其代理的第三方提供的资料、文件或证明是银行提供服务予本人/吾等所需要的，而本人/吾等同意提供银行要求的有关资料、文件或证明。若本人/吾等未能提供该等资料予银行，银行未必能够为本人/吾等提供有关的服务或贷款，而银行可取消、转移或暂停任何服务或贷款。本人/吾等可随时联络银行的资料保护主任以查阅及要求更改或修改该等资料。

4.2 本人/吾等同意上文第4.1段所述的银行要求的资料、文件或证明，连同银行不时从本人/吾等取得的任何其他资料，以及银行或银行的集团公司的任何成员可能就第三方要求的其他资料、文件或证明（包括（但不限于）本人/吾等的个人和账户资讯或记录）可按照任何外国法规定（定义见下文）所需而披露予银行集团公司的成员，并可由银行或银行的集团公司的任何成员披露予第三方（包括（但不限于）任何人士、政府团体、机构或规管机构（不论是否在香港特别行政区（「香港」）的法律下设立）。

「外国法规定」指根据任何今后或现时的以下各项，向银行施加的任何义务：(i) 外国法律（包括银行合理认为其受约束的外国法律，并包括中华人民共和国的任何法律或规例）；(ii) 落实香港在与外国政府或规管机构的协定下的义务的香港法律；(iii) 银行与外国政府或规管机构订立的协定；或 (iv) 在香港境内或境外的任何法律、规管、政府、税务或执法团体就 (i) 至 (iii) 项颁布的多项或一项指引。为免存疑，这个定义包含根据FATCA（定义见下文，以及经不时修订、取代或颁布）适用于银行的任何义务或规定。

「《海外户口税收合规法案》(FATCA)」指：(i)《1986年美国国内收入法》(U.S. Internal Revenue Code of 1986)（经修订）第1471条至1474条，或其任何修订或继任版本（「美国国内收入法」）；(ii) 政府与规管机构就美国国内收入法订立的任何政府间协定、谅解备忘录、承诺及其他安排（包括香港政府订立的任何政府间协定、谅解备忘录、承诺及其他安排）；(iii) 银行或银行集团公司的任何成员与美利坚合众国（「美国」）、美国国家税务局或其他规管机构或政府机构根据或就美国国内收入法订立的协定；和 (iv) 根据任何前述者在美国、香港或其他地方采纳的任何法律、规则、规例、释义、多项或一项指引或惯例。

4.3 根据上文第4.2段，任何有关人士或实体可使用有关资料作中信银行（国际）有限公司不时给予客户《关于《个人资料（私隐）条例》及《个人信贷资料实务守则》致客户及其他个别人士的通知》中分别所载的有关用途。

4.4 （只适用于个人或包括个人的客户）本人/吾等于任何时间均可根据个人资料（私隐）条例 (a) 检查银行是否持有有关本人/吾等之资料，并支付银行征收之费用后取用该等资料；(b) 要求银行改正有关本人/吾等任何不正确之资料；(c) 确定银行就有关个人资料之政策及常规；(d) 要求银行通知本人/吾等例行程式下披露予信用参考公司及在未能还清债务时披露予收债公司之资料专案；(e) 要求银行提供进一步资料予本人/吾等以让本人/吾等向有关信用参考公司或收债公司要求取用资料及改正资料；及 (f) 要求银行停止使用本人/吾等之个人资料作市场推广用途而不收取任何费用。

4.5 本人/吾等同意银行可向已发出或建议为保证本人/吾等债务发出担保书或第三方保证之任何人士提供所保证的责任之合同或合同撮要、向本人/吾等发出的正式催缴逾期付款通知书、本人/吾等账户月结单及银行认为适当的本人/吾等的其他资料。

4.6 本人/吾等兹保证在给予银行本人/吾等谘询人和阁下按本第4条下所需而披露其个人资料的任何其他第三方之姓名及其他个人资料前将先取得该等人士之同意。

4.7 本人/吾等保证本人/吾等向银行提供的所有资料均自愿提供，而有关资料在任何方面均为真实、正确及完整。

4.8 本人/吾等承诺适时（而无论如何在有关变更后30个历日内）以书面通知银行有关在银行记录的地址或联络电话号码或其他个人资料（包括关于第4.2条所述的人士的资料）的任何变更。

4.9 本人/吾等豁免就银行行使其在本第4条下的权利而披露的资料或资讯的任何保密要求。

5. 同意扣减和扣起款项及暂停交易

5.1 本人/吾等确认及同意，即使此等一般条款或任何特别条款有任何其他规定，银行根据一般条款或任何特别条款支付的任何款项，将须按外国法规定下所需而被扣起和扣减。根据第5.1段被扣起的任何款项可于银行按其全权酌情权所决定的户口或方式持有。

5.2 银行将无须对因银行行使其于本第5.1段项下的权利而蒙受的任何所扣税项补足、损失或损害赔偿承担责任。

5.3 本人/吾等确认及同意，为履行银行于包括任何外国法规定项下的法律义务而需要的话，银行可延迟、暂停、转让或终止任何交易、付款或指示。

6. 抵销权及资金运用

6.1 本人/吾等同意除了任何一般留置权或在法律下银行享有的类似权利，银行可于任何时候在没有事先通知下将本人/吾等任何或所有账户（无论位于何处）与本人/吾等欠付银行债务（若吾等为一所公司，则与本公司集团、任何分公司或附属公司欠付银行之债务）结合或综合，并将本人/吾等任何账户结余的金额抵销或转移以清偿上述欠付银行不论为基本、附属、各别、共同或以其他货币为单位的债务。并且，若某些欠款未到期支付或因某些待发事件尚未需要偿还，银行有权暂停支付相等于欠款额的账户存款给本人/吾等，直至欠款到期支付或此待发事件发生为止。就此目的以及在此等一般条款内使用本辞汇的任何其他目的而言，「集团公司」及「附属公司」二词就等同公司条例所给予的意思。

6.2 银行有权在支付款项时或其后的任何时间拨用支付予银行或在其他情况下银行管有或控制本人/吾等之账户以偿还本人/吾等银行认为恰当之债务部份之任何款项。任何该等拨用款项均凌驾本人/吾等任何以往宣称之款项拨用。

7. 投资资料

7.1 尽管银行向本人/吾等提供任何资料、建议或文件，然而本人/吾等完全明白本人/吾等通过使用任何服务所进行的任何交易最终按照个人之判断及酌情决定权所进行。

7.2 本人/吾等要求银行就其认为本人/吾等有兴趣之投资机会联络本人/吾等。然而，本人/吾等明白银行无须向本人/吾等提供任何金融、市场或投资资料或建议；即使银行提供该等资料或建议，并不代表银行作为投资顾问。

7.3 银行传达本人/吾等之任何资料或建议均源于银行认为可靠的资料来源，并只供本人/吾等使用及考虑，而不构成向本人/吾等要约出售。

7.4 本人/吾等同意如银行未有疏忽，银行无须就银行提供任何不准确或不全面的资料，或在收到该等资料后本人/吾等进行任何交易的表现或结果而负上责任。

7.5 银行提供本人/吾等有关汇率、利率、股票价格或其他类似的资料只供本人/吾等参考，除非银行确认交易，银行不会受此约束。

8. 费用及手续费

8.1 银行可就提供任何服务收取费用或手续费，银行所收取的费用及手续费将详列于不时公布的收费表及展示于银行分行中。本人/吾等可要求索取收费表。银行可事先通知本人/吾等按其酌情修订适用于本人/吾等使用之任何服务之费用及手续费。收费表所列以外的费用将本人/吾等申请该等费用适用的服务时另行通知本人/吾等。本行可在本人/吾等账户中扣除该等费用及手续费。

8.2 在下列情况下，银行可收取服务费：

(a) 本人/吾等任何结余少于银行当时订明的最低结余额之账户；

(b) 本人/吾等在银行订明的任何期间内，本人/吾等于银行持有的任何账户的每日总平均结余款额（由银行确定）低于银行当时指定的限额。

(c) 本人/吾等的任何账户连续在银行当时订明的期间内没有进行任何交易（支付利息或缴交任何费用或手续费则除外），不论账户结余多少。

8.3 若本人/吾等透支本人/吾等之账户，银行可按照其不时发布的收费表征收罚款或其他收费。

8.4 银行保留根据银行的监管机构不时所订定的规则对所有账户收取存款费用之权利。

8.5 银行可将其费用或收费包括在银行向本人/吾等所报或代本人/吾等交易之投资价格或利率内，银行并可为本身利益保留该笔费用或收费。银行可就有关替本人/吾等进行任何交易接纳回佣，费用及从任何人士取得任何形式的付款，并为了银行本身利益保留该笔款项。

8.6 本人/吾等将弥偿银行就由于与执行此等一般条款或任何特别条款下其权利所招致之所有合理费用及开支（包括合理法律费用）。

9. 存款及提款

9.1 除非银行按其酌情决定另行允许，凡存入本人/吾等账户的支票及其他票据须由银行酌情决定是否接受，支票或票据的入账须待于银行办公时间内兑现后方能作实，除非直至该等款项已由银行于银行办公时间内正式收取及倘若以汇款形式入账则在银行于银行办公时间内从有关银行收到汇款确认（以较迟者为准），否则任何存入任何本人/吾等衍生利息之账户的款项均不会获得利息。银行有权在本人/吾等之账户扣除有关的手续费、费用及支出，以及其后不获兑现而遭退回的票据的价值。银行以汇款形式就本人/吾等之账户收到的款项，将会在银行收到有关银行的汇款确认后的合理时间内存入本人/吾等之账户。

9.2 如经汇款或第三者指示存入款项，而其货币不同于所指定存款账户的货币时，则银行可有酌情权在无须发出通知予本人/吾等的情况下按照银行当日的现行汇价将款项兑换为有关账户的货币。

9.3 所有提款或投资只会在本人/吾等有足够之结算金额于有关账户才会进行。若银行在假设有关账户将进行结算但仍未结算的情况下进行，该等提款或投资金额将在银行要求下由本人/吾等即时弥偿银行。所有银行购买或贴现的支票或票据均按此进行。

9.4 本人/吾等承担送交款项之全部风险，而银行对在传递任何讯息时或由于任何无线电讯、电报公司、银行或其通信者代理或其雇员之错误理解或银行控制范围以外的任何其他因素而可能发生之毁坏、中断、遗漏、错误、疏忽、过失、延误、款项减值或未能提供款项将不负任何责任。

9.5 本人/吾等于银行之香港分行所维持之账户只可在香港提取款项；惟若银行同意，可于香港以外银行之其他分行提款。

9.6 除非及直至银行已收到责任或债务之货币金额全数，否则任何缴付银行之款项均不会解除本人/吾等之责任或债务。若本人/吾等欠付银行为一种货币（「第一货币」），而银行所收取的为另一种货币（「第二货币」），本人/吾等就所履行之责任只会在银行按照一般银行程式以第二货币购买与该金额相等之第一货币；若所购买第一货币之金额（在扣除任何兑换费用及其他有关费用后）为少于所欠之金额，本人/吾等必须向银行弥偿有关之差额。若本人/吾等在银行要求下未能支付兑换为港币以外的货币，银行可有酌情权在无须发出通知予本人/吾等的情况下于其后任何时间购买银行认为必须或足以涵盖按照当时的即期汇率（由银行确切地决定）以港币购买该货币以支付本人/吾等之义务及债务。本人/吾等兹同意就本人/吾等购买货币所招致之费用以港币全数弥偿银行。

10. 联名账户及合伙人账户

10.1 就有关两位或以上人士开立之账户，(a) 联名账户持有人就有关账户与银行之所有协定、义务，权力及债务均为共同及各别的；(b) 在根据适用法律的前提下，在任何联名账户持有人逝世时，该账户之结余（若有任何）及联名账户持有人账户持有的任何种类之投资及财产须归于尚存者所拥有。若任何账户之户名包含超过一位人士之名称，不论有关人士之名称以分离的、连结的或其他形式于户名中出现，该账户应被视为有关人士以联名账户形式开立。任何明示予以支付给吾等或吾等任何一人或给予吾等或吾等任何一人名下之任何账户的支票、偿付工具或款项均可入账于此联名账户。

10.2 倘若吾等为合伙人，(a) 吾等各人之协定、责任、权利、权力及债务须为共同及各别；(b) 此等一般条款及任何适用的特别条款须对吾等仍有约束力，即使由于合伙人逝世、破产、退休、伤残或加入新合伙人使吾等之宪章、姓名或会员有任何更改，或发生任何其他可解散合伙或影响在此条款下吾等之责任的事故；(c) 当任何合伙人因为死亡或其他原因终止为吾等伙伴的合伙人，银行可在没有收到吾等、吾等任何一人或吾等任何一人的遗产承办人或信托人否决的指示之情况下，将其他在世或持续的合伙人或其他合伙人视为拥有继续吾等合伙人之生意的全部权力。

11. 对第三方的保障

11.1 本人/吾等同意在按此等一般条款欠付银行任何债务（现时及将来、共同或各别、直接或间接或实有或有的）的期间，不可抵押、转让、出售、转移，或处置本人/吾等账户或银行代本人/吾等保管任何本人/吾等之资产或其所得的任何部份的权利，或对其设置任何产权负担或第三方权益。

11.2 本人/吾等不可撤回地委任银行为本人/吾等之代理，及以本人/吾等之名义或在其他情况下代表本人/吾等签署、交付、完成及作出所有规定或银行认为适合履行根据一般条款或任何特别条款下的义务及任何特别条款下给予的保证下之义务之文件、行为及事物。本人/吾等确认及追认，及同意确认及追认委托人合法地签署或作出的任何文件、行为及事物。

12. 债务之限制

12.1 本人/吾等同意除非属疏忽或故意过失及根据上述第2.5段，银行无须对任何本人/吾等账户或银行提供之任何服务之作为或遗漏作为而负上任何责任，包括下列各项：

(a) 本人/吾等之账户之运作及银行提供之任何服务；

(b) 由于任何原因限制或影响任何服务之提供；

(c) 任何通讯者、经纪、代理、托管人或牵涉入任何交易之其他方之作为、遗漏作为、疏忽或过失；

(d) 银行按照此等一般条款依据任何银行真诚相信为本人/吾等或本人/吾等有关之授权签署人发出之指示，尽管该等指示有任何错误、误解、诈骗或欠缺清晰；

(e) 由于兑换或转让之限制、要求、非自愿转让、战争或罢工、或银行控制范围以外其他类似原因而引致款额减值或未能动用。

12.2 在任何情况下银行均无须为本人/吾等之利益损失、间接、特别或相应之损害而负上责任。

13. 弥偿

在并无限制本人/吾等根据任何安排或协定（包括（但不限于）一般条款和任何特别条款）向银行或银行的集团公司的任何成员提供的任何其他弥偿的情况下，本人/吾等同意就银行或银行的集团公司的任何成员因本人/吾等提供含误导成分或错误的资料，或并无遵守此等一般条款或任何特别条款的任何规定而蒙受或招致的任何损失或成本费用，包括税项、利息或罚金向银行或银行的集团公司的任何成员作出弥偿。银行有权从其管有或控制的本人/吾等的资产或本人/吾等在其开立的任何户口中，扣起、保留或扣减其厘定为足够的有关部分或有关金额，以弥补本人/吾等在本条下可能结欠的任何款项。尽管本人/吾等与银行的银行业务关系终止，此项弥偿将继续。

14. 负债证明书

14.1 由银行所发出列明本人/吾等到期须支付银行之金额，利率及于指定时间之汇率之证明书就所有用途包括用于法律程式上均为最终及不可推翻的。

14.2 除非 (a) 银行未对任何该等电脑记录、缩微胶卷、账目及记录作出合理技能及谨慎处理；(b) 任何该等电脑记录、缩微胶卷、账目及记录之内容是由于银行之任何雇员或代理之伪造或诈骗行为所得出；(c) 任何该等电脑记录、缩微胶卷、账目及记录之内容是由于银行或其任何雇员或代理之故意过失或严重疏忽所得出的，否则，由银行保存有关本人/吾等之交易记录（包括载有电脑、缩微胶卷、账目及银行之其他记录）须构成不可推翻之证据。

14.3 银行可委托收账公司收取任何本人/吾等欠付银行之任何逾期款项。

14.4 本人/吾等明白本人/吾等于信贷期限内在还款或供款方面有任何困难，应尽快通知银行。

15. 其他

15.1 若此等一般条款所载的一项或超过一项条文在任何适用法律下于任何方面被视为无效、不合法或未能执行，其他条文的有效性、合法性及可执行性在任何方面均不受影响或损害。

15.2 (a) 银行、本人/吾等及其个别的继承人均受益于及受到此等一般条款及任何特别条款的约束，及在根据本第 15.2 段的前提下，银行某些或所有权益或义务获批准的承让人或受让人亦受此等一般条款及任何特别条款的约束。

(b) 本人/吾等不可转移或转让此等一般条款及任何特别条款中本人/吾等的权利或义务。

(c) 银行可转移此等一般条款及/或任何特别条款中所有或部份银行的权利、利益及义务，并向有可能的受让人或打算就此与银行进行合约安排的任何其他人士披露银行认为合适用作该等合约安排之用的本人/吾等的资料。

15.3 本人/吾等确认及同意本人/吾等会为本人/吾等的税务事项负上全责。本人/吾等完全理解，并有责任遵守任何对本人/吾等有管辖权的国家或地方的法律、税务、外汇管制或规管的义务。本人/吾等确认本人/吾等已经、并会继续遵守所有相关法规及不会以本人/吾等的中信银行（国际）账户进行与非法活动有关的任何交易、或协助及教唆、或帮助清洗相关资产，其中包括但不限于逃税、贩毒、任何可公诉罪行、洗黑钱或与恐怖分子交易。本人/吾等知悉银行会筛查和监察本人/吾等的税务状况和交易活动，以符合有关反洗钱审查的法律及监管要求。

15.4 本条款不适用于《证券及期货事务监察委员会持牌人或注册人操守准则》所界定的法团专业投资者（前提是银行已遵从该操守准则第 15.3A 及 15.3B 段的规定）或机构专业投资者。假如银行向本人/吾等招揽销售或建议任何《证券及期货条例》所界定的证券、期货合约或杠杆式外汇交易合约（「适用金融产品」），该适用金融产品必须是银行经考虑本人/吾等的财政状况、投资经验及投资目标后而认为合理地适合本人/吾等的。此等一般条款的其他条文、任何其他有关特别条款或其他银行可能要求本人/吾等签署的文件及银行可能要求本人/吾等作出的声明概不会减损本条款的效力。就本条款所指的「杠杆式外汇交易合约」，其只适用于由获得发牌经营第 3 类受规管活动的人所买卖的该等杠杆式外汇交易合约。

15.5 银行未有或延迟行使此等一般条款或任何特别条款的任何权利、权力或特权不应视作放弃该等权利，而只是单一或部份行使、执行或放弃任何该等权利、权力或特权亦不会妨碍银行作进一步行使、执行有关权利、权力或特权，或行使或执行此等一般条款中的任何其他权利、权力或特权。

15.6 本人/吾等兹同意于任何时间及不时可在本人/吾等支付费用下即时签署，盖章或送达所有进一步之文件，并采取所有必须或银行要求送至此等一般条款或特别条款之目的之进一步行动。

15.7 倘若此等一般条款或任何特别条款之中英文版有任何意义差歧，均以英文版本为准。

15.8 本人/吾等应不时向银行提供本人/吾等现时的合伙人、董事、公司秘书或主管（视乎所属情况而定）之名单，而银行可继续视最新收到的名单为正确的名单。

15.9 此等条款并无规定银行必须提供或继续任何银行设备或其他融通或服务予本人/吾等。银行可在给予合理通知予本人/吾等终止此等一般条款及任何特别条款。终止此等一般条款将自动终止所有特别条款，惟终止任何特别条款将不会终止此等一般条款或任何其他特别条款。

15.10 本人/吾等与银行之间的任何解除、和解、转让、付款或撤销均为条件任性的，该条件为有关本人/吾等对银行之债务或义务之抵押、产权处置或款项均不会凭借现时仍有效有关公司解散、无力偿债、债务重组或债务安排有效的法例或其他原因而撤销、被令放弃、支付、退款或减少；而银行有权向本人/吾等或任何其他有关人士追讨该等抵押产权处置或尤如该等解除、和解、转让、付款或撤销并无进行之款项。

16. 修改

16.1 银行于任何时间均可根据适用守则及指引之规定给予事先通知下将此等一般条款或适用于本人/吾等所申请或使用之任何服务（包括任何适用之费用或收费）之特别条款进行删除、取替、增加或更改。

16.2 银行可于任何时间增加任何新服务或删除任何现有之服务。在本人/吾等要求下，可从银行取得银行于某一特定时间根据此等一般条款所提供的服务总览表及其适用之特别条款。

17. 通知

17.1 由本人/吾等向银行发出之任何通知或指示须为不可撤回，并在银行正式收到才为有效。

17.2 任何规定由银行发出之通知若已寄往收件人之银行所知最后之地址予本人或吾等任何一人均视为已经发出。任何由银行派专人送达之通知须在送达时已视为发出。任何由银行以预支邮费信件所发出之通知须邮寄后便视为已即时发出。任何以传真、电邮或其他情况下通过互联网所发出之通知须视为在传送后已经发出。

17.3 若月结单及通知书应发送往之地址有任何更改，本人/吾等将即时以书面通知银行。除非该等更改已妥为存入银行记录，否则均会视为无效。

18. 第三者权利

除此等一般条款另有明文订明外，此等一般条款订约方以外的任何人士概不可按照《合约（第三者权利）条例》（香港法例第 623 章）的规定强制执行此等一般条款的条款或享有其利益。倘此等一般条款的任何条文明确赋予任何第三方权力根据《合约（第三者权利）条例》执行此等一般条款任何条款，则协议订约方保留权利可在毋须该第三方同意的情况下修改该条款或此等一般条款任何其他条款。

19. 管治法律及司法管辖权

19.1 除此等条款或有关特别条款所载之明确条文另有规定外，此等一般条款及所有特别条款均受香港特别行政区之法律所管治及据其解释。

19.2 每项交易或其基本投资或工具须受制于进行上述交易或投资或所处之司法管辖区之法律，以及所有有关政府、其他规管团体及代理之规则、规例、准则、政策及指引。

19.3 本人/吾等兹此不可撤回地接受香港特别行政区法院之非独有司法管辖权。

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