



## Terms and Conditions for e-Cheques

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

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

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

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

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

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

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

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

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

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

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

"Industry Rules and Procedures" means the rules and operating procedures governing the handling of e-Cheques developed and adopted

by the Clearing House and the banking industry from time to time.

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

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

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

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

## **2. Nature and scope of e-Cheques Deposit Services**

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

## **3. e-Cheques Deposit Services**

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

Bank Account for presenting e-Cheques. You are allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is your same-name account or an account other than your same-name account. You are responsible for the presentment of all e-Cheques by you or any other person using your e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than your same-name account).

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

(c) Our Deposit Channels

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

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

(a) Handling of e-Cheques

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

(b) Restriction of our liability

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

- (i) the Bank is not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented by you

or any other person using the Deposit Channels provided by us to you, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;

(ii) in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):

(1) use of the e-Cheque Drop Box Service by you or any other person, or the e-Cheque Drop Box Terms;

(2) your failure to comply with your obligations relating to the e-Cheques Deposit Services;

(3) presentment of any e-Cheque payable to you in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and

(4) any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond our reasonable control; and

(iii) in no event will the Bank be liable to you or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

(c) Your confirmation and indemnity

(i) You accept the restriction of liabilities and disclaimers imposed by us and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House respectively. You accept and agree to bear the risks and the liabilities for depositing e-Cheques.

(ii) Without reducing the effect of any indemnity given by you under the Existing Terms or any other rights or remedies that the Bank may have, you will indemnify us and our officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the e-Cheques Deposit Services or your use of the e-Cheques Deposit Services.

(iii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents.

(iv) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.

## 电子支票客户条款及细则

### 1. 电子支票存入服务条文 - 适用性及定义

(a) 本部份条文适用于 China CITIC Bank International Limited(中信银行(国际)有限公司)(「本行」)有关电子支票的服务。本部份补充本行的一般条款及其他适用本电子支票存入服务的其他条款包括存款账户条款(「现有条款」),并构成现有条款的一部份。现有条款中适用于实物支票或适用于本行一般服务的条文,凡内容相关的且不与本部份条文不一致的,将继续适用于电子支票及本行的电子支票存入服务。就电子支票存入服务而言,若本部份的条文跟现有条款的条文出现不一致,均以本部份的条文为准。

(b) 就电子支票存入服务为目的,下列词语具下列定义:

「汇票条例」指香港法例第 19 章〈汇票条例〉,可被不时修订。

「结算所」指香港银行同业结算有限公司及其继承人及受让人。

「存入途径」指本行不时提供用作出示电子支票以求存入的任何途径。

「电子支票」指以电子纪录(按香港法例第 553 章〈电子交易条例〉定义)形式签发的支票(包括银行本票),附有电子支票或电子银行本票(视情况适用)的正面及背面影像。电子支票可以港币、美元及人民币签发。

「电子支票存入服务」指由本行不时向客户为存入电子支票而提供的服务。

「电子支票存票服务」指由结算所提供接受出示电子支票的电子支票存票服务,但电子支票存票服务使用者必须先跟结算所登记电子支票存票服务户口,方可出示电子支票以存入受款人户口,本定义可根据电子支票存票服务条款不时修订。

「电子支票存票服务户口」指电子支票存票服务的使用者户口,每位电子支票存票服务使用者必须先跟结算所登记其使用者户口方可使用电子支票存票服务出示电子支票以存入受款人户口,本定义可根据电子支票存票服务条款不时修订。

「电子支票存票服务条款」指由结算所不时指定的条款及细则,以规管由结算所提供的电子支票存票服务的使用。

「业界规则及程序」指结算所及银行业界就规管电子支票的处理而不时订定及采用的规则及运作程序。

「受款人银行」指受款人户口所在的银行。

「受款人户口」就每张使用电子支票存入服务出示以存入的电子支票而言，指该电子支票的受款人在本行持有的银行户口，而该户口可以是受款人的个人名义户口或受款人的联名户口。

「付款人银行」指为其客户签发的电子支票作出数码签署的银行。

「阁下」指本行向其提供电子支票存入服务的每位客户。

## 2. 电子支票存入服务的性质及范围

- (a) 本行可选择提供电子支票存入服务。如本行向阁下提供电子支票存入服务，阁下可以存入电子支票。为使用电子支票存入服务，阁下须提供本行及结算所分别不时要求或指定的资料及文件，并须接受本行及结算所分别不时要求或指定的条款及细则。阁下亦可能需要签署本行不时指定的表格及文件。
- (b) 电子支票存入服务让阁下及其他人士可按下列第3条使用结算所提供的电子支票存票服务或使用本行的存入途径出示电子支票（不论向阁下及／或受款人户口的任何其他持有人支付）以存入本行（作为受款人银行）。
- (c) 本行可为本行不时指定的货币（包括港币、美元或人民币）签发的电子支票，提供电子支票存入服务。
- (d) 本行有权不时设定或更改使用电子支票存入服务的条件。该等条件可包括下列各项（或任何一项）：
  - (i) 电子支票存入服务的服务时间（包括出示电子支票的截止时间）；及
  - (ii) 阁下须就电子支票存入服务支付的任何费用。

## 3. 电子支票存入服务

- (a) 电子支票存入服务可容许透过使用结算所提供的电子支票存票服务或本行的存入途径，出示电子支票以存入本行（作为受款人银行）。
- (b) 电子支票存票服务
  - (i) 电子支票存票服务由结算所提供。就阁下使用电子支票存票服务，阁下受电子支票存票服务条款约束。阁下须自行负责履行电子支票存票服务条款下的责任。
  - (ii) 为使用电子支票存票服务，电子支票存票服务条款要求阁下登记电子支票存票服务户口连同—个或多个受款人户口，以供出示电子支票。电子支票存票服务条款容许阁下以阁下同名户口或阁下同名户口以外的其他户口作为受款人户口登记电

子支票存票服务户口。阁下须就阁下或任何其他人士使用阁下的电子支票存票服务户口出示的所有电子支票负责(包括任何向阁下同名户口以外的收款人户口出示的电子支票)。

- (iii) 任何有关使用电子支票存票服务的事宜须按电子支票存票服务条款处理。本行可以(但无责任)向阁下提供合理协助。因本行没有任何使用电子支票存票服务存入的电子支票的电子纪录或影像,如阁下要求,本行可以(但无责任)提供使用阁下电子支票存票服务户口存入的电子支票日期、电子支票金额、电子支票编号、收款人姓名及任何其他本行同意提供有关该电子支票的资料。
- (iv) 本行对结算所是否提供电子支票存票服务及所提供服务的质素、适时度或任何其他事宜均无作出明示或隐含的表述或保证。除非电子支票存票条款另有指明,阁下须承担有关使用电子支票存票服务的责任及风险。阁下或任何其他人士因使用电子支票存票服务或与其有关的服务,而可能引致或蒙受的任何种类的损失、损害或开支,本行无须负责。

(c) 本行的存入途径

本行可不时指定或更改(i)可用的存入途径而无须通知;及(ii)任何存入途径的条款。

#### 4. 电子支票的处理、相关风险及本行的责任

(a) 电子支票的处理

阁下须明白本行及其他银行须根据业界规则及程序处理、办理、出示、支付、收取、交收及结算向阁下签发的电子支票。因此,即使汇票条例未明确指定电子支票出示的方式,或可能指定其他的支票出示方式,本行有权按业界规则及程序,向付款人银行出示任何向阁下签发的电子支票,以收取电子支票的款项。

(b) 本行责任的限制

在不减低现有条款效果的情况下:

- (i) 阁下或任何其他人士因使用电子支票存入服务,或阁下或任何其他人士通过本行向阁下提供的存入途径出示的电子支票的处理、办理、出示、支付、收取、交收或结算,或与上述事宜有关而可能引致或蒙受的任何种类的损失、损害或开支,本行无须负责,除非任何上述损失、损害或开支属直接及可合理预见直接且完全由于本行或本行人员、雇员或代理的疏忽或故意失责导致;

(ii) 为求清晰，现明确如下，阁下或任何其他人士就下列事宜(或任何一项)或与其相关的事宜，而可能引致或蒙受的任何种类的损失、损害或开支，本行无须负责：

- (1) 阁下或任何其他人士使用电子支票存票服务，或与电子支票存票服务条款相关的事宜；
- (2) 阁下未遵守有关电子支票存入服务的责任；
- (3) 按业界规则及程序出示向阁下签发的电子支票，而无须顾及汇票条例的条文；及
- (4) 任何由于或归因于本行可合理控制情况以外的原因导致未能提供或延迟提供电子支票存入服务，或导致电子支票存入服务的任何错误或中断；及

(iii) 在任何情况下，就任何收益的损失或任何特别、间接、相应而生或惩罚性损失或损害赔偿，本行均无须向阁下或任何其他人士负责。

(c) 阁下的确认及弥偿

(i) 阁下须接受本行及结算所分别就电子支票存入服务及结算所提供的服务施加的责任限制及免责条款。阁下须接受及同意，承担存入电子支票的风险及责任。

(ii) 在不减低阁下在现有条款提供的任何弥偿或于本行享有的任何其他权利或补偿的情况下，本行及本行人员、雇员及代理(或任何一人)有关或因本行提供电子支票存入服务或阁下使用电子支票存入服务而可能引致或蒙受任何种类的责任、申索、要求、损失、损害、成本、费用及开支(包括全面弥偿引致的法律费用及其他合理开支)，以及本行及本行人员、雇员及代理(或任何一人)可能提出或被提出的所有法律诉讼或程序，阁下须作出弥偿并使本行及本行人员、雇员及代理(或任何一人)免受损失。

(iii) 如任何责任、申索、要求、损失、损害、成本、费用、开支、法律诉讼或程序经证实为直接及可合理预见直接且完全因本行或本行人员、雇员或代理的疏忽或故意失责导致，上述弥偿即不适用。

(iv) 上述弥偿在电子支票存入服务终止后继续有效。