

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.

電子支票客戶條款及細則

1. 電子支票存入服務條文 - 適用性及定義

(a) 本部份條文適用於 China CITIC Bank International Limited(中信銀行(國際)有限公司)(「本行」)有關電子支票的服務。本部份補充本行的一般條款及其他適用本電子支票存入服務的其他條款包括存款賬戶條款(「現有條款」)，並構成現有條款的一部份。現有條款中適用於實物支票或適用於本行一般服務的條文，凡內容相關的且不與本部份條文不一致的，將繼續適用於電子支票及本行的電子支票存入服務。就電子支票存入服務而言，若本部份的條文跟現有條款的條文出現不一致，均以本部份的條文為準。

(b) 就電子支票存入服務為目的，下列詞語具下列定義：

「匯票條例」指香港法例第 19 章〈匯票條例〉，可被不時修訂。

「結算所」指香港銀行同業結算有限公司及其繼承人及受讓人。

「存入途徑」指本行不時提供用作出示電子支票以求存入的任何途徑。

「電子支票」指以電子紀錄(按香港法例第 553 章〈電子交易條例〉定義)形式簽發的支票(包括銀行本票)，附有電子支票或電子銀行本票(視情況適用)的正面及背面影像。電子支票可以港幣、美元及人民幣簽發。

「電子支票存入服務」指由本行不時向客戶為存入電子支票而提供的服務。

「電子支票存票服務」指由結算所提供接受出示電子支票的電子支票存票服務，但電子支票存票服務使用者必須先跟結算所登記電子支票存票服務戶口，方可出示電子支票以存入受款人戶口，本定義可根據電子支票存票服務條款不時修訂。

「電子支票存票服務戶口」指電子支票存票服務的使用者戶口，每位電子支票存票服務使用者必須先跟結算所登記其使用者戶口方可使用電子支票存票服務出示電子支票以存入受款人戶口，本定義可根據電子支票存票服務條款不時修訂。

「電子支票存票服務條款」指由結算所不時指定的條款及細則，以規管由結算所提供的電子支票存票服務的使用。

「業界規則及程序」指結算所及銀行業界就規管電子支票的處理而不時訂定及採用的規則及運作程序。

「受款人銀行」指受款人戶口所在的銀行。

「受款人戶口」就每張使用電子支票存入服務出示以存入的電子支票而言，指該電子支票的受款人在本行持有的銀行戶口，而該戶口可以是受款人的個人名義戶口或受款人的聯名戶口。

「付款人銀行」指為其客戶簽發的電子支票作出數碼簽署的銀行。

「閣下」指本行向其提供電子支票存入服務的每位客戶。

2. 電子支票存入服務的性質及範圍

- (a) 本行可選擇提供電子支票存入服務。如本行向閣下提供電子支票存入服務，閣下可以存入電子支票。為使用電子支票存入服務，閣下須提供本行及結算所分別不時要求或指定的資料及文件，並須接受本行及結算所分別不時要求或指定的條款及細則。閣下亦可能需要簽署本行不時指定的表格及文件。
- (b) 電子支票存入服務讓閣下及其他人士可按下列第3條使用結算所提供的電子支票存票服務或使用本行的存入途徑出示電子支票(不論向閣下及／或受款人戶口的任何其他持有人支付)以存入本行(作為受款人銀行)。
- (c) 本行可為本行不時指定的貨幣(包括港幣、美元或人民幣)簽發的電子支票，提供電子支票存入服務。
- (d) 本行有權不時設定或更改使用電子支票存入服務的條件。該等條件可包括下列各項(或任何一項):
 - (i) 電子支票存入服務的服務時間(包括出示電子支票的截止時間)；及
 - (ii) 閣下須就電子支票存入服務支付的任何費用。

3. 電子支票存入服務

- (a) 電子支票存入服務可容許透過使用結算所提供的電子支票存票服務或本行的存入途徑，出示電子支票以存入本行(作為受款人銀行)。
- (b) 電子支票存票服務
 - (i) 電子支票存票服務由結算所提供。就閣下使用電子支票存票服務，閣下受電子支票存票服務條款約束。閣下須自行負責履行電子支票存票服務條款下的責任。
 - (ii) 為使用電子支票存票服務，電子支票存票服務條款要求閣下登記電子支票存票服務戶口連同一個或多個受款人戶口，以供出示電子支票。電子支票存票服務條款容許閣下以閣下同名戶口或閣下同名戶口以外的其他戶口作為受款人戶口登記電

子支票存票服務戶口。閣下須就閣下或任何其他人士使用閣下的電子支票存票服務戶口出示的所有電子支票負責(包括任何向閣下同名戶口以外的受款人戶口出示的電子支票)。

- (iii) 任何有關使用電子支票存票服務的事宜須按電子支票存票服務條款處理。本行可以(但無責任)向閣下提供合理協助。因本行沒有任何使用電子支票存票服務存入的電子支票的電子紀錄或影像,如閣下要求,本行可以(但無責任)提供使用閣下電子支票存票服務戶口存入的電子支票日期、電子支票金額、電子支票編號、受款人姓名及任何其他本行同意提供有關該電子支票的資料。
- (iv) 本行對結算所是否提供電子支票存票服務及所提供服務的質素、適時度或任何其他事宜均無作出明示或隱含的表述或保證。除非電子支票存票條款另有指明,閣下須承擔有關使用電子支票存票服務的責任及風險。閣下或任何其他人士因使用電子支票存票服務或與其有關的服務,而可能引致或蒙受的任何種類的損失、損害或開支,本行無須負責。

(c) 本行的存入途徑

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

4. 電子支票的處理、相關風險及本行的責任

(a) 電子支票的處理

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

(b) 本行責任的限制

在不減低現有條款效果的情況下:

- (i) 閣下或任何其他人士因使用電子支票存入服務,或閣下或任何其他人士通過本行向閣下提供的存入途徑出示的電子支票的處理、辦理、出示、支付、收取、交收或結算,或與上述事宜有關而可能引致或蒙受的任何種類的損失、損害或開支,本行無須負責,除非任何上述損失、損害或開支屬直接及可合理預見直接且完全由於本行或本行人員、僱員或代理的疏忽或故意失責導致;

(ii) 為求清晰，現明確如下，閣下或任何其他人士就下列事宜(或任何一項)或與其相關的事宜，而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責：

- (1) 閣下或任何其他人士使用電子支票存票服務，或與電子支票存票服務條款相關的事宜；
- (2) 閣下未遵守有關電子支票存入服務的責任；
- (3) 按業界規則及程序出示向閣下簽發的電子支票，而無須顧及匯票條例的條文；及
- (4) 任何由於或歸因於本行可合理控制情況以外的原因導致未能提供或延遲提供電子支票存入服務，或導致電子支票存入服務的任何錯誤或中斷；及

(iii) 在任何情況下，就任何收益的損失或任何特別、間接、相應而生或懲罰性損失或損害賠償，本行均無須向閣下或任何其他人士負責。

(c) 閣下的確認及彌償

(i) 閣下須接受本行及結算所分別就電子支票存入服務及結算所提供的服務施加的責任限制及免責條款。閣下須接受及同意，承擔存入電子支票的風險及責任。

(ii) 在不減低閣下在現有條款提供的任何彌償或於本行享有的任何其他權利或補償的情況下，本行及本行人員、僱員及代理(或任何一人)有關或因本行提供電子支票存入服務或閣下使用電子支票存入服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害、成本、費用及開支(包括全面彌償引致的法律費用及其他合理開支)，以及本行及本行人員、僱員及代理(或任何一人)可能提出或被提出的所有法律訴訟或程序，閣下須作出彌償並使本行及本行人員、僱員及代理(或任何一人)免受損失。

(iii) 如任何責任、申索、要求、損失、損害、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見直接且完全因本行或本行人員、僱員或代理的疏忽或故意失責導致，上述彌償即不適用。

(iv) 上述彌償在電子支票存入服務終止後繼續有效。