



永豐銀行

Bank SinoPac

Incorporated in Taiwan with Limited Liability

**GENERAL TERMS AND CONDITIONS FOR
ACCOUNTS**

賬戶一般條款與細則

永豐商業銀行股份有限公司 香港
Bank SinoPac Hong Kong



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PART A - GENERAL TERMS AND CONDITIONS

A部分 - 一般條款與細則

Please read these General Terms and Conditions for Accounts carefully and make sure that you understand them.

請細閱本賬戶一般條款與細則，並確保閣下明白內容。

1. DEFINITIONS

定義

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings :

在本條款與細則中，除非文義另有所指，以下詞語應具有以下含義：

"Account" means any bank account, whether savings, current, deposit, or otherwise, opened, established, maintained with or provided by the Bank to the Customer;

「賬戶」指由銀行向客戶開立、設立、維持或提供的任何銀行賬戶，無論為儲蓄賬戶、往來賬戶、定期存款賬戶或其它類型賬戶；

"Account Opening Documentation" means the account opening form of the Bank;

「開戶文件」指銀行的開戶表格；

"Affiliates" means in relation to the Bank: (a) any entity controlled, directly or indirectly, by the Bank; (b) any entity that directly or indirectly controls the Bank; or (c) any entity directly or indirectly under common control with the Bank. "Control" of any entity means beneficial ownership directly or indirectly, of more than 50% of the issued ordinary or common share capital (or the like) of the entity; or any of such entity shall be treated as being controlled by another if that other entity is able to direct the affairs and/or to control the composition of the board of directors or equivalent body of the first mentioned entity;

「關聯企業」就銀行而言，指：(a) 直接或間接受銀行控制的任何實體；(b) 直接或間接控制銀行的任何實體；或 (c) 直接或間接與銀行受共同控制的任何實體。「控制」任何實體，指該實體已直接或間接擁有該實體已發行普通股或普通股本（或同類股本）超過50%的實益權益；或若該實體能夠指揮該實體之事務及 / 或控制該實體董事會或同等機構的組成，亦視為受控於該其他實體；

"Agreement" means the Account Opening Documentation, these Terms and Conditions and all other agreements or documents signed and/or accepted by the Customer or specified by the Bank from time to time, which together constitute the agreement between the Bank and the Customer;

「協議」指開戶文件、本條款與細則及客戶簽署及 / 或確認或銀行不時指定的所有其它協議或文件，該等文件共同構成銀行與客戶之間的協議；

"Applicable Laws" means all laws, rules, regulations, guidelines, directives, circulars, codes of conduct and disclosure requirements (whether or not having the force of law, but, if not having the force of law, being a type with which any person to which it applies is accustomed to comply) of any relevant jurisdiction, market or regulatory Authority which are applicable to the transactions contemplated hereunder from time to time.

「適用法律」指任何相關管轄區、市場或監管機構的不時適用於此所涉交易的所有法律、規則、規例、指引、指令、通告、行為準則及披露要求(不論是否具法律效



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力，若不具法律效力，該等規定乃對任何適用人士所習慣遵守者)；

“Authorized Representative” means a person appointed by the Customer and accepted by the Bank to give instructions to the Bank on behalf of the Customer and otherwise represent the Customer for and in connection with the operation of any Account, including authorized signatories appointed pursuant to any mandate;

「獲授權代表」指獲客戶委任並被銀行接受，代表客戶向銀行發出指示及就任何賬戶操作代表客戶行事的人士，包括根據任何授權書委任的獲授權簽署人；

“Bank” means Bank SinoPac, a bank licensed under the Banking Ordinance (Cap.155) and registered under Part 16 of the Companies Ordinance (Cap.622) and carrying on business in Hong Kong, which expression shall include its successors and assigns;

「銀行」指永豐商業銀行股份有限公司，一家根據《銀行業條例》(第155章)持牌及根據《公司條例》(第622章)第16部分註冊，並在香港經營業務的銀行，此詞彙亦包括其繼承人及受讓人；

“Bank Group Members” means the Bank, its ultimate holding company, any subsidiary and Affiliate of the Bank or of its ultimate holding company and all associated companies (being companies in which an equity interest is held by the foregoing);

「銀行集團成員」指銀行、其最終控股公司、銀行或其最終控股公司的任何附屬公司及關聯企業，以及所有聯營公司(指前述公司持有其股權的公司)；

“Business Day” means any day (except Saturdays, Sundays and public holidays) on which a bank is open for business in Hong Kong, and, if applicable in the main financial centre for the currency of the relevant Services;

「營業日」指任何銀行於香港營業的日子(星期六、星期日及公眾假期除外)，並且(如適用)為相關服務貨幣的主要金融中心的營業日；

“Customer” means any person who has agreed to open, establish and maintain an Account and includes the beneficial owner of the Account, if different, and to whom any Service is provided;

「客戶」指同意開立、設立及維持賬戶的任何人士，包括該賬戶的實益擁有人(如與客戶不同)，以及向其提供任何服務的人士；

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

「香港」指中華人民共和國香港特別行政區；

“Items” includes cheques, bills of exchange, drafts, cashiers orders and other monetary and negotiable instruments;

「支付工具」包括支票、匯票、本票、銀行本票及其它貨幣及可轉讓票據；

“Services” means any products, services and facilities from time to time offered by the Bank;

「服務」指銀行不時提供的任何產品、服務及設施；

“Signing Arrangement” means the signing arrangement of the person(s) with authority to open, operate, maintain and close bank account and/or use or terminate the Services subject to change from time to time and accepted by the Bank;



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「簽署安排」指具備權限開立、操作、維持及結清銀行賬戶及 / 或使用或終止服務的簽署安排，該安排可不時更改及經銀行接受；

“subsidiary” and “holding company” shall have the meanings given to them in Section 2 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

「附屬公司」及「控股公司」的定義，應與《公司條例》（香港法例第622章）第2部分所指相同；

“Terms and Conditions” means these General Terms and Conditions for Accounts;

「條款與細則」指本賬戶一般條款與細則；

“Transactions” means any transactions as the Bank may from time to time permit the Customer to carry out pursuant to or in connection with any Accounts and/or Services;

「交易」指銀行不時允許客戶根據或與任何賬戶及 / 或服務相關執行的任何交易；

“Unauthorized Transaction” means any error, discrepancy or unauthorized transaction appearing in any statement of account, deposit confirmation or other confirmation of instructions issued by the Bank and any other transaction on any Account not authorized by the Customer or any Authorized Representative.

「未經授權交易」指出現在銀行發出之賬戶結單、存款確認書或其它指示確認文件中的任何錯誤、不符或未經授權的交易，以及任何未獲客戶或任何獲授權代表授權之賬戶交易。

1.2 Unless the context otherwise requires :

除非文義另有所指：

- (a) words importing one gender include the other genders;
性別用詞包括其他性別；
- (b) words importing the singular shall include the plural and vice versa;
數詞包括複數，反之亦然；
- (c) references to Clauses and Paragraphs are references to clauses and paragraphs in these Terms and Conditions, and references to Paragraphs are to paragraphs in the Clause in which the reference appears. However, the words “herein”, “hereof” and “hereunder” and other words of similar import refer to these Terms and Conditions as a whole and not to any particular clause or other subdivision of these Terms and Conditions;
對條款及段落的引用，均指本條款與細則中的條款與段落；而對段落的引用，指所屬條款中的段落。但「於此」等字眼及其它類似措辭，指整份本條款與細則，而非任何特定條款或細分部分；
- (d) references in these Terms and Conditions to any party hereto shall be deemed to be references to or to include their respective successors, personal representatives and permitted assigns;
本條款與細則中對任何一方的引用，應視為包含其各自的繼任者、個人代表及獲准受讓人；
- (e) reference in these Terms and Conditions to any ordinance shall be deemed to include references to such ordinance as amended, extended or re-enacted from time to time and the rules and regulations thereunder;
本條款與細則中對任何條例的引用，應視為包含該條例不時修訂、延伸或重新制定版本及其轄下的規則及規例；
- (f) references to documents (including these Terms and Conditions) include the same as from time to time amended, extended, supplemented, novated,



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replaced and/or substituted and/or any document which amends, extends, novates, replaces and/or supplements these Terms and Conditions or any such other documents;

對文件(包括本條款與細則)的引用，包含該文件不時經修訂、延伸、補充、更替、取代及 / 或任何修訂、延伸、更新、取代及 / 或補充本條款與細則或任何該等文件的文件；

- (g) “amendment” includes a supplement, novation, extension (whether of maturity or otherwise), restatement, re-enactment or replacement (however fundamental and whether or not more onerous) and “amended” will be construed accordingly;

「修訂」包括補充、更新、延長不論期限或其它情況)、重新陳述、重新制定或替換(無論其改動是否根本及是否更為嚴苛)，「已修訂」相應解釋；

- (h) clause and other headings are for ease of reference only and shall not affect the interpretation of these Terms and Conditions;

條款標題及其它標題僅為方便參考，不應影響本條款與細則的解釋；

- (i) the word “person” includes any individual, company, firm, partnership, joint venture, association, sole proprietorship or other incorporated or unincorporated entity;

- (j) 「人/人士」一詞包括任何個人、公司、商號、合夥、合資企業、協會、獨資經營或其他具法人或非法人資格的實體；

- (k) “including” and “includes” mean respectively “including without limitation” and “includes without limitation”;

「包括」指「包括但不限於」；

- (l) general words introduced by the word “other” shall not be given a restrictive meaning because they are preceded by words indicating a particular class of acts, matters or things;

一般字詞如因前置具體行為、事項或事物的字眼而出現「其他/其它」一詞，該「其他/其它」一詞不得被賦予限制性含義；

- (m) general words shall not be given a restrictive meaning by particular examples intended to be embraced by the general words;

一般字詞不因舉列了特定例子而受限制，該例子意在涵蓋於一般字詞內；

- (n) the word “or” is not exclusive;

「或」字不具排他性；

- (o) if the “Customer” consists of more than one person, the “Customer” means each person individually as well as every 2 or more persons jointly;

如「客戶」由多於一人組成，則「客戶」指每位人士個別及任何兩人或以上共同地；

- (p) “Customer”, where the context permits, includes any individual authorized by the Customer to give instructions relating to the Service.

在合適語境中，「客戶」包括獲客戶授權負責提供有關服務指示的任何人士；

- (q) the terms “shall”, “will” and “agree” are mandatory, and the term “may” is permissive;

「須」、「需」及「同意」具有強制性，而「可」為允許性字詞；

- (r) “assets” include present and future properties, revenues and rights of every description;

「資產」包括現有及未來的財產、收益及各種權利；

- (s) a “day” shall mean a calendar day unless utilized in the defined term Business Day;

「日」指日曆日，但如用於定義「營業日」則另作解釋；

- (t) a “guarantee” includes reference to any indemnity or other assurance against financial loss including, without limitation, an obligation to purchase assets or



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services as a consequence of a default by any other person to pay an indebtedness, and "to guarantee" (and all conjugations thereof) and "guaranteed" shall be construed accordingly;

「擔保」包括任何賠償或其它財務損失的保障，包括但不限於因其他人士未能償還債務而購買資產或服務的義務，「擔保」及其所有變化形式亦作此解釋；

- (u) "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

「債務」包括為償還金錢而產生的任何義務(無論為主債務人或保證人)，不論現時或將來，實際或或有；

- (v) "repay" (or any derivative form thereof) shall, subject to any contrary indication, be construed to include "prepay" (or, as the case may be, the corresponding derivative form thereof);

「償還」(或其衍生字)，除另有指示，應包括「提前償還」(或相應衍生字)；

- (w) "rights" includes rights, authorities, discretions, remedies, liberties, and powers (in each case, of any nature whatsoever);

「權利」包括權利、權限、酌情權、濟助、自主權及權力(無論其性質)；

- (x) unless a contrary indication appears, any obligation of the Customer under these Terms and Conditions which is not a payment obligation remains in force for so long as any payment obligation of the Customer is, may be or is capable of becoming outstanding under these Terms and Conditions;

除非另有指示，客戶在本條款與細則下非付款性的任何義務，於客戶有任何付款義務存在、可能存在或可存在期間，均持續有效；

- (y) where these Terms and Conditions specifies an amount in a given currency (the "specified currency") "or its equivalent", the "equivalent" is a reference to the amount of any other currency which, when converted into the specified currency utilizing the Bank's spot rate of exchange for the purchase of the specified currency with that other currency at or about 11:00 a.m. on the relevant date, is equal to the relevant amount in the specified currency;

當本條款與細則以指定貨幣(「指定貨幣」)列明金額及其等值物時，「等值物」指於相關日期約上午11時，以銀行即期匯率購買該指定貨幣所換算成的該指定貨幣等值金額；

- (z) any payment date which is due to occur, or period which is due to end on a day that is not a Business Day shall occur or end (as applicable) on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

任何於非營業日到期的付款日或期滿日，應(視情況而定)於同一日曆月的下一營業日(如同一日曆月有下一營業日)或前一營業日(如同一日曆月無下一營業日)履行或結束。

2. OPENING AND CLOSING OF ACCOUNTS

開立及結束賬戶

- 2.1 Prior to the opening of an Account, the Customer shall provide the Bank with suitable references and proof of identity and legal existence of both itself and, if appropriate, its directors and controlling shareholders, and complete and sign such forms, mandates and specimen signature cards as may be prescribed by the Bank from time to time. The Customer may appoint Authorized Representative(s) for or in connection with the operation of any Account and shall provide the Bank with specimen signatures and other relevant details of its Authorized Representative(s) as may be required by the Bank.



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在開立賬戶前，客戶須向銀行提供合適的介紹信、身份證明及其本身及(如適用)其董事和控股股東之合法存在證明，並須填寫並簽署銀行不時規定之各類表格、授權書及簽名樣本卡。客戶可就任何賬戶的操作委任獲授權代表，並須按銀行要求向銀行提供該等獲授權代表的簽名樣本及其它相關資料。

2.2 The Bank shall be entitled from time to time at its discretion to prescribe :-

銀行有權不時酌情規定：

- (a) maximum and minimum amounts or balances that must be credited to Accounts at the time of opening and during the maintenance and operation of Accounts; 開立賬戶時及在維持和操作賬戶期間必須存入賬戶之最高及最低金額或結餘；
- (b) the currencies in which Accounts may be denominated and, notwithstanding any provision of these Terms and Conditions, the methods of payment into and out of such Accounts; and 賬戶可用之貨幣種類，以及(不論本條款與細則任何其它規定)該等賬戶之存款及提款方法；
- (c) the available periods for time deposit Accounts. 定期存款賬戶之可選存款期限。

2.3 The Customer confirms that all information given to the Bank at any time is, to the Customer's best knowledge and belief, true and accurate. The Customer will notify the Bank in writing of any change of the Customer's information or any other details relating to the Customer or any Accounts provided to the Bank.

客戶確認，向銀行所提供之一切資料，在客戶所知所信下，均屬真實及準確。客戶將於其資料或與客戶或任何賬戶相關的任何其它詳情有任何更改時，書面通知銀行。

2.4 If, in the Bank's reasonable opinion, any Account (i) has not been satisfactorily operated or maintained or (ii) has a nil balance and, in the Bank's reasonable opinion, has been inactive for an extended period the length of which shall be determined at the Bank's discretion, the Bank may at any time at its sole discretion by 30 days' notice to the Customer, unless there are exceptional circumstances (for example, use of the Account for criminal activities), close that Account without being obliged to give any reason for so doing. Upon the lapse of 30 days after the deemed receipt of such notice by the Customer pursuant to Clause 32.1 or immediately, if the aforesaid exceptional circumstances exist, the Bank shall be released from any further obligations in respect of the relevant Account or to the Customer. The Customer shall be held solely responsible for any and all consequences resulting or arising therefrom.

如銀行於合理判斷下認為任何賬戶(i) 未有被妥善操作或維持，或(ii) 結餘為零且長期未有活動(而該期間由銀行酌情決定)，銀行可隨時由其全權酌情，經提前三十日通知客戶(如有特殊情況如賬戶被用於犯罪活動則可即時，不受此限制)，結清該賬戶，且無須給予任何理由。依據第32.1條，在客戶被視為收到上述通知後三十日屆滿，或如屬上述特殊情況則即時，銀行對該賬戶或客戶不再承擔任何進一步責任。客戶須單獨承擔因此產生之一切後果。

2.5 The Bank may transfer any balance on an Account closed by the Bank pursuant to Clause 2.4 to the Bank's unclaimed balances account. Subject to payment of the service charge (details of which are available on request and are otherwise available at any branch of the Bank in Hong Kong) provided for under Clauses 3.4 and 4.13 in Part B, the Customer may collect the balance from the Bank during the Bank's business hours on any Business Day.

銀行可將根據第2.4條結清之賬戶的任何結餘，轉入銀行之無人認領結餘賬戶。根據



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B部分第3.4條及4.13條規定支付服務費(有關詳情可向銀行查詢或於香港任何分行查閱)後,客戶可於銀行營業日的營業時間內向銀行提取結餘。

- 2.6 Notwithstanding Clause 2.4, the Bank may at any time without liability and disclosing any reason suspend the operation of, or freeze, any Account of the Customer. The Bank shall notify the Customer after exercising its rights under this Clause 2.6.
儘管有第2.4條之規定,銀行可隨時無須負責且無須給予任何理由,暫停或凍結客戶之任何賬戶;銀行在行使本第2.6條下之權利後,將通知客戶。
- 2.7 When a current Account is closed, the Customer shall return all unused cheques to the Bank within 7 days from the date of closing of the current Account.
當往來賬戶被結清後,客戶須於結清日後七日內將所有未用支票交還銀行。
- 2.8 Customer may close its Account(s) at any time when its Account(s) has/have a zero balance and no outstanding Transactions and obligations, or terminate a Service, if Customer has given at least 30 days' prior written notice to the Bank, complied with the Bank's requirements and paid all fees to the Bank. A shorter notice may be accepted at the Bank's discretion. Termination of a Service will not by itself close the Customer's Account(s) with the Bank.
客戶可給予銀行至少三十日書面提前通知,於其賬戶結餘為零且無未完成交易或責任時,並遵守銀行規定及繳清所有費用,隨時結清賬戶,或終止某服務;但銀行可酌情接受較短之通知期。終止某服務並不等於結清客戶於銀行的賬戶。
- 2.9 If an Account is maintained in joint names, Customer shall be entitled to close or terminate the account in accordance with the Signing Arrangement kept by the Bank.
如賬戶以聯名方式持有,客戶須根據銀行保留的簽署安排,以結清或終止該聯名賬戶。
- 2.10 Termination of an Account or Service will not affect accrued rights and obligations. The Bank remains authorized to settle any Transaction entered into before termination. Clauses 7, 9, 17, 20, and 28 of Part A of these Terms and Conditions shall survive the termination.
終止賬戶或服務不影響已產生之權利及義務。銀行亦仍有權處理終止前已進行之任何交易。A部分第7、9、17、20及28條將於終止後繼續有效。

3. AUTHORIZED REPRESENTATIVES

獲授權代表

- 3.1 Any instruction from the Customer bearing signature(s), chop(s) or seal(s) (if applicable) conforming to those in the mandate and/or such other documents for the time being in effect governing the operation of an Account shall be binding on the Customer. The Bank shall be entitled to rely, and shall not be liable for any loss or damage if acting, on instructions signed by or on behalf of the Customer using signature(s), chop(s) or seal(s) (if applicable) conforming to those in the then current mandate and/or such other documents.
凡客戶依據授權書及/或其它現行規定賬戶運作文件所簽署之簽名、印章或(如適用)圖章,其所發出的任何指示,均對客戶具有約束力。銀行有權依據該等簽署的指示行事,且銀行在依此行事時,對因此而生的任何損失或損害概不負責。
- 3.2 The Bank shall be entitled to refuse to act upon any instruction bearing signature(s), chop(s) or seal(s) (if applicable) which, in its reasonable opinion, do not conform to



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those in the mandate and/or such other documents for the time being in effect.

銀行有權拒絕執行任何其合理判斷不符合授權書及 / 或其它現行賬戶運作文件中所載簽名、印章或(如適用) 圖章的指示。

- 3.3 Unless otherwise agreed by the Bank, if the Customer wishes to change an Authorized Representative or the Signing Arrangement in relation to any Account, the Customer shall submit to the Bank :

除非銀行另行同意，若客戶欲更改任何賬戶的獲授權代表或簽署安排，客戶須向銀行提交：

- (a) in the case of an individual, sole proprietor or partnership, written instructions from the Customer (if an individual or sole proprietor) or all the partners comprising the Customer (if a partnership), as the case may be;
如為個人、獨資經營者或合夥企業，分別由個人或所有合夥人(如為合夥企業)出具書面指示；
- (b) in the case of a company, an original or a certified true copy of a board resolution of the Customer in the Bank's standard form authorizing the change of Authorized Representative or Signing Arrangement, as the case may be; and
如為公司，須提交經董事會以銀行標準格式通過的決議正本或經證明為真確副本，授權更改獲授權代表或簽署安排；
- (c) in any other case, such other duly authorized instructions as shall be in form and substance satisfactory to the Bank, requesting such change.
於其它情況，須提交形式及內容均令銀行信納的其它正式授權指示，請求進行該等更改。

Nothing in this clause shall oblige the Bank to give effect to such change.

本條款不構成銀行必須執行該等更改的義務。

- 3.4 When any one or more or all of the account holders or the users of the Service die(s), any act, thing, deed or matter made or done by the Bank pursuant to the requests, instructions or directions of the Authorized Representatives or any of them after such death but before the actual receipt of notice in writing thereof by the Bank shall be absolutely and conclusively binding on the account holder or the user of the Service(s), his estate and personal representative and any person claiming through or under the account holder or the user of the Service(s).

當一名或多名賬戶持有人或服務使用者過世後，銀行於實際收到其死亡書面通知前，依獲授權代表之一人或多人的要求、指示或指令所作出之任何行為、事務、契約或事項，均對該賬戶持有人或服務使用者本人、其遺產、個人代表及任何透過該賬戶持有人或服務使用者主張權利之人具有絕對且終局性約束力。

- 3.5 The Customer agrees to ratify at all times all acts, things, deeds, directions, orders or instructions given by any or all of the Authorized Representatives in accordance with the provisions herein if so requested by the Bank and acknowledges that the same shall be at all times be absolutely and conclusively binding on the Customer.

客戶同意在銀行要求時，隨時追認任何一位或多位獲授權代表依本條款所為之所有行為、事務、契約、指示或命令，並確認該等行為、事務、契約、指示或命令永遠對客戶具有絕對且終局性約束力。



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4. CHANGE OF SPECIMEN SIGNATURES AND SEALS

變更簽名式樣及圖章

If the Customer wishes to change specimen signature(s), chop(s) or seal(s), the Customer must fill in a form provided for this purpose by the Bank using the same signature(s), chop(s) or seal(s) which at the time appears in the Bank's file or, if the Customer is a company, provide its board resolutions approving the change of specimen signatures, chop(s) and/or seal(s) and submitting new specimen signature(s), chop(s) or seal(s) indicating the date from which the new signature(s), chop(s) or seal(s) will be effective. No new signature(s), chop(s) or seal(s) shall be used without the prior consent of the Bank. 如客戶欲更改簽名樣本、印章或圖章，須使用銀行檔案中現時記錄的相同簽名、印章或圖章，填寫銀行提供的專用表格；若客戶為公司，則須提交董事會通過更改簽名樣本、印章及 / 或圖章的決議，並遞交新的簽名式樣、印章或圖章，並註明新簽名、印章或圖章生效日期。未經銀行事先同意，不得使用任何新的簽名、印章或圖章。

5. INSTRUCTIONS

指示

- 5.1 The Customer requests and authorizes the Bank to honour all Items drawn on, and Items accepted and presented for payment against, the Accounts whether or not such Accounts be overdrawn, to comply with any other directions given regarding the Accounts, and to accept and act upon any receipts for money deposited with or owing by the Bank on the Accounts, provided that such Items, directions and receipts are signed by the Customer or, in the good faith determination of the Bank, appear to be signed by the Customer. The Customer agrees to accept liability for all withdrawals from the Accounts, to be responsible for the repayment of any overdraft and interest thereon and to assume full responsibility for the genuineness of all instructions given in connection therewith, unless any such withdrawal or instruction is forged or given fraudulently and the Bank has failed to exercise reasonable skill and care in relation to it or is otherwise unauthorized as a result of the wilful default or gross negligence of the Bank or any of its employees, agents or servants.

客戶要求並授權銀行支付從賬戶中開立或承兌並提示付款的所有支付工具，無論該賬戶是否透支，並遵從有關該賬戶的任何其它指示，接受並依據任何關於存入銀行或銀行欠款於賬戶的收據行事，前提是該等支付工具、指示及收據由客戶簽署，或根據銀行誠信判斷似由客戶簽署。客戶同意承擔所有從賬戶提款的責任，負責償還任何透支及其利息，並對所有相關指示的真實性承擔全部責任，除非該等提款或指示為偽造或欺詐行為，且銀行未行使合理技能及謹慎處理，或因銀行或其僱員、代理人或職員的故意失職或嚴重疏忽而導致該指示未被授權。

- 5.2 The Bank may, at the Bank's discretion and without liability, act on oral instruction, which may be recorded by the Bank. All recordings made as mentioned above, shall be deemed to be conclusive evidence and binding on the Customer.

銀行可自行酌情且不需承擔過失責任的情況下依據口頭指示行事，該等指示可由銀行錄音。前述所有錄音將被視為終局性證據，並對客戶具約束力。

- 5.3 The Bank may not act on any instruction if it is not, in the Bank's opinion, practicable or reasonable to do so. The Bank may decline to act on the Customer's instructions without giving any reason and without any liability. An instruction may be partially executed if it cannot be fully executed. An instruction or part not executed by the day's close of business (or, if earlier, closing of trading) will lapse, unless otherwise



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agreed.

若銀行認為執行指示不切實際或不合理，銀行可拒絕執行。銀行可無需說明理由且不承擔任何過失責任的情況下拒絕客戶指示。若指示無法全部完成，可部分執行。於該營業日結束 (或交易結束前，如較早) 時未執行之指示或未執行之部分將失效，但另有協議者除外。

- 5.4 An instruction once given and accepted cannot be altered or cancelled, except in respect of a Transaction which has not yet been effected. The Bank may regard the Customer's instruction which duplicates another instruction as a separate instruction, unless the Bank has actual knowledge that it is a duplicate.

指示一經發出並被接受，不得更改或取消，但尚未執行之交易除外。銀行可將客戶重複發出的指示視為另一指示，惟銀行若實際知悉重複者除外。

- 5.5 If an instruction is received outside the Bank's business hours for relevant Transactions, the Customer's Account may be debited or withdrawn on the same day, but the instruction may not be processed until next Business Day.

若指示於銀行營業時間外送達，客戶賬戶可於當日扣款或付款，但該指示可於下一個營業日才處理。

- 5.6 The Bank may, at its sole discretion, accept a chop/seal as the Customer's specimen signature. If a chop/seal is used as signature by the Customer, the Customer shall bear the risk of the chop/seal being used by any unauthorized person or for unauthorized purposes. Unless due to negligence or willful default on the Bank's part or that of the Bank's agents, officers or employees, the Bank will not be liable for any loss or damage resulting from or in connection with a chop/seal being used by any unauthorized person or for unauthorized purposes. The Bank shall not be under any obligation to enquire into the genuineness of the impression of a chop/seal. In the event of loss of a chop/seal used for operating an Account, the Customer must immediately notify the Bank of the loss in writing, and the Bank will not be responsible for any payment made before actual receipt of such written notice.

銀行可獨自酌情接受印章/圖章作為客戶簽名式樣。如客戶使用印章/圖章簽署，客戶須承擔其被未經授權者使用或作未經授權用途的風險。除非因銀行或其代理人、職員或員工之疏忽或故意失職，否則銀行不因任何印章/圖章被未經授權使用而導致的損失或損害承擔責任。銀行無須查核印章/圖章印記之真偽。如印章/圖章遺失，客戶必須立即以書面通知銀行，且銀行對於實際接獲該書面通知前所支付之款項不負責任。

- 5.7 The Customer shall ensure its Account has sufficient funds or credit limits or other assets for the purposes of giving instructions to the Bank.

客戶須確保其賬戶有足夠的資金、信用額度或其它資產以作出指示。

- 5.8 The Bank may honour any cheque or other instrument, or act on any instruction, signed by the Customer or an Authorized Representative but presented after the death of the Customer/the Authorized Representative, before the Bank has received actual notice of the death of the Customer/the Authorized Representative.

銀行可支付由客戶或獲授權代表簽署但於客戶或獲授權代表死亡後、銀行尚未實際收到死亡通知前，所提示的任何支票或其它票據，或依該等指示行事。

- 5.9 If the Bank receives actual notice that any holder of the Account(s) has become bankrupt, insane or otherwise mentally disabled, the Bank shall be entitled to refuse the relevant instruction(s) or freeze or suspend operations of the Account(s) and



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refuse access to the funds or other asset therein, without liability to the Customer pending:

若銀行接獲賬戶持有人破產、精神失常或其它精神障礙的實際通知，銀行有權拒絕相關指示，凍結或暫停賬戶操作，並拒絕客戶使用其資金或其它資產，並且不對客戶承擔責任，直至：

- (a) in case of bankruptcy of an individual account holder or any one of the joint account holders, the appointment of the bankrupt's trustee; and
若個人賬戶持有人或聯名賬戶任何一人破產，破產管理人獲委任；
- (b) in case of insanity or mental disability of an individual account holder or any one of the joint account holders, the appointment of a committee of estate of the insane or mentally disabled holder.
若個人賬戶持有人或聯名賬戶任何一人精神失常或精神障礙，精神病患者財產管理委員會獲委任。

6. STATEMENTS OF ACCOUNT AND CONFIRMATIONS OF DEPOSITS

賬戶結單及存款確認書

- 6.1 The Bank will send a statement of account for Accounts for which the Bank issues statements of account to the Customer at its last known address at monthly intervals or at such other intervals as determined by the Bank from time to time. The Bank shall not be obliged to send a statement of account for an Account if no entry has been made in that Account for the entire month since the date of the last statement. If the Customer fails to receive a statement of account within 14 days after the end of the month or interval to which the statement relates, the Customer should notify the Bank immediately and request a copy to be sent to him.

銀行將於每月或銀行不時決定的其它期間，將往來賬戶、儲蓄賬戶及其它銀行發出結單的賬戶結單寄送至客戶最後已知地址。若某賬戶自上次結單日期起整個月份內未有任何交易記錄，銀行不負有義務寄送該賬戶結單。若客戶未能在該結單所屬月份或期間結束後14天內收到結單，應立即通知銀行並要求補發副本。

- 6.2 A deposit (whether fixed term, or otherwise) placed with and accepted by the Bank shall be evidenced by the issue of a deposit confirmation by the Bank, showing the amount of the deposit, the date of maturity of the deposit and the applicable interest rate.

客戶於銀行所存放且被銀行接受的存款(不論定期或其它)，均由銀行發出存款確認書作為證明，載明存款金額、到期日及適用利率。

- 6.3 The Customer must examine each statement of account and deposit confirmation and must notify the Bank in writing :

客戶必須仔細審核每份賬戶結單及存款確認書，並須於下列期限內書面通知銀行：

- (a) in the case of a statement of account, within 90 days of the day of deemed receipt of such statement pursuant to Clause 6.1; and
對於賬戶結單，須於根據第6.1條被視為收到結單當日起90天內提出；及
- (b) in the case of a deposit confirmation, within 14 days of the date of the issuance of such deposit confirmation,
對於存款確認書，須於該存款確認書簽發日起14天內提出，

of Unauthorized Transactions referred to in it arising from whatever cause, including forgery, fraud, lack of authority or negligence of the Customer or any other person. 因任何原因產生的未經授權交易，包括偽造、欺詐、客戶或其他人士未獲授權或疏



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忽所致的交易。

After such period, the statement of account and deposit confirmation shall be deemed to be correct and conclusive evidence of the balances upon the relevant Account. No claim to the contrary by the Customer shall be admissible against the Bank unless (i) the Bank has failed to exercise reasonable skill and care in respect of any Unauthorized Transactions; (ii) any Unauthorized Transactions arose from the forgery or fraud of any of the Bank's employees, agents or servants; or (iii) any Unauthorized Transactions arose from the wilful default or gross negligence of the Bank or any of its employees, agents or servants.

於該等期限後，該賬戶結單及存款確認書將被視為正確且對相關賬戶結餘具有終局性證據效力。除非發生以下情況，否則客戶不得就此向銀行提出相反主張：(i) 銀行未有就任何未經授權交易行使合理技能及審慎；(ii) 未經授權交易源自銀行任何僱員、代理人或職員的偽造或欺詐行為；(iii) 未經授權交易源自銀行或其任何僱員、代理人或職員的故意失職或重大疏忽。

- 6.4 Notwithstanding Clause 6.3, the Customer acknowledges that entries in any statement of account or deposit confirmation provided by the Bank are not conclusive as to their correctness against the Bank as deposits may have been made or other Items may have been changed since the date of the statement or confirmation. The Bank shall be entitled to correct entries on any records, statements or confirmations and shall not be liable to the Customer or any other person for any loss of whatsoever nature incurred as a consequence of such corrections.

儘管有第6.3條規定，客戶承認銀行提供的賬戶結單或存款確認書上的記賬的正確性對銀行並非終局性的，因為自該結單或確認書日期後，存款或其它支付工具可能有變更。銀行有權更正任何紀錄、結單或確認書上的記賬，且對客戶或任何其他人士因此類更正所產生的任何損失不承擔任何過失責任。

7. PAYMENTS / INTEREST

付款 / 利息

- 7.1 All Items accepted for deposit in any Account are credited subject to final clearance and interest will only begin to accrue on such Items when they are cleared and credited. If any Item deposited with the Bank for credit to any Account is returned unpaid or dishonoured, the sum credited into such Account and any interest accrued thereon shall be null and void and an amount equal to the sum and interest so credited shall be debited from such Account. The Bank shall notify the Customer as soon as practicable after such debit is made. The Bank reserves the right to charge the Customer's Account in accordance with the Bank's standard rate of charges in force from time to time for Items which are subsequently returned unpaid or dishonoured. Details of such charges are available upon request and at any branch of the Bank.

凡存入任何賬戶且被銀行接納的支付工具，均須待款項最終清算後方才入賬且開始計息。若任何存入銀行以計入賬戶的支付工具被退票或拒付，該支付工具已計入該賬戶的金額及由此產生的利息將視為無效，且銀行會從該賬戶扣除相等的金額及利息。銀行將儘快通知客戶該項扣帳事宜。銀行保留依據其不時公佈的標準收費標準，向客戶賬戶收取因支付工具後續退票或拒付而產生的手續費。相關收費詳情可於提出要求時提供或於銀行的任何分行查閱。

- 7.2 The Customer may not draw against uncleared Items (whether drawn on the Bank or sent for collection) paid in by the Customer until the proceeds thereof have been



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actually received by the Bank. The Bank reserves the right to recover from the Customer in full any loss sustained by it as a result of the non-payment from whatsoever causes of such Items. All Items received for collection after the Bank's business hours on any Business Day shall be treated as received for the Account on the following Business Day.

客戶不得對未清算的支付工具(不論是銀行付款的還是委託代收的支付工具)提取款項，直至銀行實際收到款項為止。銀行保留全權向客戶追討因該等支付工具因任何原因未收到款項所導致之全部損失。凡於銀行營業時間後收到的代收支付工具，將視為於下一個營業日存入賬戶。

- 7.3 If the Bank receives instructions for several payments or other Transactions which in aggregate would exceed the amount of the credit balance on any Account or any authorized limit in respect thereof, it shall be entitled at its sole discretion to select which Transaction or Transactions shall be executed, without reference to the date of despatch or time of receipt of the Customer's instructions.

若銀行接獲多項付款或其它交易指示，總額超過任何賬戶之餘額或獲授權限額，銀行有權獨自酌情決定執行其中之任何交易，而無須考慮客戶指示發出的日期或時間。

- 7.4 Unless otherwise agreed in writing, the liabilities of the Bank hereunder shall be payable only at the branch at which the relevant Account is maintained. The Bank may also, if it in its discretion sees fit, discharge its obligations by the issue of a banker's draft or other Item drawn upon it.

除非另有書面約定，銀行於本條款下的義務僅於該賬戶所屬分行支付。銀行亦可自行酌情以發出銀行匯票或其它銀行付款的支付工具履行其義務。

- 7.5 Special or standing instructions from the Customer for payments from an Account and remittances and collections by the Bank on behalf of the Customer shall be subject to a handling charge determined by the Bank from time to time. Details of these handling charges are available on request and are displayed at all branches of the Bank.

客戶就賬戶支付款項、匯款及銀行代客收款之特別指示或常設指示，須繳付銀行不時訂定之手續費。相關手續費詳情可於查詢時提供並於本銀行各分行張貼。

- 7.6 Interest accrues on all sums owing and/or payable by the Customer on the due date or the date of advance to the date of actual repayment (before and after judgment) at the rate determined by the Bank. Such interest is calculated on the basis of the actual number of days elapsed over a 360 or 365 day year according to the Bank's practice of calculating interest for the relevant currency/account type and is deemed to be compounded monthly or at such other intervals determined by the Bank.

對客戶所欠款項，於到期日或放款日起至實際償還日止(含判決前後) 累計及/或應付的利息，按銀行規定利率計算。利息計算基於實際天數，採用銀行對相關貨幣/賬戶類別慣用之360或365日年基準，並視為按月或銀行指定之其它期間複利計算。

- 7.7 The Customer shall on demand repay to the Bank all sums owing and/or payable by the Customer (whether or not due) or the part demanded, with interest thereon.

客戶須應銀行要求，即時償還全部或部分所欠款項(無論是否到期) 及所產生的利息。

- 7.8 Payments by the Customer to the Bank shall be made without any set-off, counterclaim or condition and free and clear of withholding or deduction of all present and future taxes. If the Customer is compelled by law to make any withholding or deduction, the sum payable by the Customer shall be increased so



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that the net amount actually received by the Bank is the amount the Bank would have received if there had been no withholding or deduction. The Customer shall duly pay the withheld or deducted amount to the appropriate tax authority and provide the Bank with evidence of payment. The Customer shall indemnify the Bank against any losses or costs incurred by the Bank by reason of the Customer's failure to make any such deduction or withholding or by reason of any increased payment not being made on the due date for such payment.

客戶作出的付款須無條件且無任何抵銷、反索賠或限制，且應確保銀行實得款項為全額，免受現在及將來之任何稅款的預扣或扣減。如法律要求預扣或扣減，客戶須相應增加支付金額，以確保銀行淨收款額與無扣繳時相同。客戶須將扣繳款項繳交相關稅務機關，並向銀行提供繳付證明。客戶須就因未能就預扣或扣減作出支付及未及時足額支付而導致銀行所蒙受之損失或費用作出彌償。

- 7.9 From the time any amount under any agreement between the Customer and the Bank is overdue for payment until it is paid, the Customer must pay interest at the default rate on the overdue amount when the Bank demands.

客戶如有逾期未付項目，須按銀行要求支付逾期利率之利息，直至清償為止。

- 7.10 Payments by the Customer will be made in the currency of the relevant liability. Any sum received by the Bank in another currency only constitutes a discharge of the Customer's liability to the extent of the net amount of the currency of the Customer's liability which the Bank is able to purchase with the amount received at the rate determined by the Bank in the Bank's sole discretion as soon as it is practicable to do so. The Customer will, as a separate obligation and notwithstanding any judgment, indemnify the Bank against any loss and reasonable expense arising from the settlement using a different currency.

客戶付款應以相關負債之貨幣支付。如銀行收到其它貨幣之款項，僅在銀行以其全權酌情決定之匯率於可行時盡快換算為負債貨幣後的淨額支付客戶負債。客戶須就以不同貨幣結算所致之損失及合理費用，無論有無判決，獨立向銀行賠償。

- 7.11 Any sum received by the Bank may be applied to reduce the Customer's liability in the order the Bank deems appropriate, or be placed to a separate or suspense account to preserve the Bank's right to prove for the Customer's entire liability on such terms and for such periods as the Bank may think fit.

銀行得依其認為適當之次序，將收到款項用以減少客戶債務，或將款項存入專戶或暫記賬戶，以保障銀行之全額債權，存款的期限及條件由銀行決定。

- 7.12 If any amount paid to the Bank in respect of the Customer's liabilities is required to be repaid due to any law relating to bankruptcy or for any other reason, the Bank has the right to recover such amount from the Customer as if payment had not been made.

若因破產等法律或其它原因，需退還客戶付款，銀行有權向客戶追討該款項，如同該付款未曾發生。

- 7.13 If as a result of any change of any law or regulation or the compliance with any regulatory requirements applicable to the Bank, the Bank incurs additional or increased cost for maintaining the accounts or providing the Services, then the Customer will on demand pay to the Bank an amount sufficient to compensate the Bank for such increased cost.

若因任何法律或監管規定變更或銀行須遵守之監管要求而增加妥善維持賬戶或提供服務之成本，客戶須於銀行要求時向銀行支付足以彌補該等增加成本之款項。



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8. FEES AND CHARGES

費用及收費

- 8.1 The Bank may levy charges (including but not limited to deposit charges and dormant/inactive account charges) and fees, and may, at its sole discretion, revise the amount of charges and fees, or their basis of calculation from time to time, upon not less than 30 days' prior written notice (or where a variation is not within the Bank's control, upon reasonable notice) to the Customer. The current list of fees and charges of the Bank is displayed in the Bank's premises and available on request. All fees and charges payable to the Bank shall be payable by the Customer on demand. Paid fees and charges will be shown in the account statement or in a separate advice.

銀行可收取各項收費(包括但不限於存款費用及無活動 / 非活躍賬戶費用)及服務費, 且銀行可自行酌情不時修訂收費金額或計算方式, 並於不少於三十天書面提前通知客戶(或若變更非銀行可控制者, 則提供合理通知)。銀行現行的收費表張貼於銀行營業場所, 並可於客戶要求時提供。客戶須於銀行提出要求時即時支付所有應付予銀行的費用及收費。所繳費用及收費將於賬戶結單或另行通知中列明。

- 8.2 The Customer agrees to be responsible for (a) all charges incurred in accessing the Account through or otherwise using any of the Services (including but not limited to any telephone charges and internet service provider's charges); and (b) all administrative charges imposed by the Bank and all costs and expenses (including legal costs) incurred by the Bank for handling garnishee orders, injunctions or other court orders/proceedings relating to any account or money therein.

客戶同意承擔: (a)透過或以其它方式使用任何服務存取賬戶所產生之所有費用(包括但不限於電話費用及互聯網服務供應商費用); 及(b)銀行徵收的所有行政費用, 以及銀行為處理與任何賬戶或其中任何款項有關的第三債務人令、禁制令或其它法院命令 / 程序而產生的所有費用和開支(包括法律費用)。

- 8.3 Paid fees and charges are not refundable on early termination of a Service. However, if the Customer terminates a Service as a result of a change of these Terms and Conditions by the Bank, the Bank may refund a prorated portion of any fee expressed to be an annual or periodic fee paid for the Service unless the amount to be refunded is minimal.

已繳付之費用及收費於服務提前終止時不予退還; 但若客戶因銀行變更本條款與細則而終止服務, 銀行可按比例退還任何以年度或周期為基準收取之服務費(前提為退還金額非微不足道)。

9. REBATE AND COMMISSION

回扣及佣金

- 9.1 The Bank may receive, either directly or indirectly, remunerations, commissions, retrocession fees, monetary or other non-monetary benefits from third parties (including any Affiliates of the Bank) in connection with any Account, the provision of Services and/or Transactions. The nature, amount and method of calculating these remunerations, commissions, retrocession fees, monetary or other non-monetary benefits may vary over time, depending on the third parties and/or Transactions.

銀行可能直接或間接從第三方(包括銀行的任何關聯企業)收取與任何賬戶、服務及 / 或交易相關的酬金、佣金、分成費、金錢或其它非金錢利益。該等酬金、佣金、



分成費、金錢或其它非金錢利益之性質、金額及計算方式，可能隨第三方及 / 或交易而不時有所變動。

9.2 The Customer hereby consents to the Bank receiving such remunerations, commissions, retrocession fees, monetary or other non-monetary benefits.

客戶茲同意銀行收取該等酬金、佣金、分成費、金錢或其它非金錢利益。

10. CHANGES

變更

10.1 The Bank may vary the Services available to the Customer, the manner of operations, the daily cut-off times, the minimum or maximum amount of an instruction, or a maximum limit per day, or suspend or withdraw any Service, without notice or liability. The Bank may change its business hours or the hours during which a Service is available. Services are provided subject to terms and conditions determined by the Bank. Such changes may be made without notice and shall be without liability.

銀行可隨時變更向客戶提供的服務、操作方式、每日截止時間、指示的最低或最高金額、每日最高限額，或暫停或終止任何服務，且無須事先通知及不承擔任何責任。銀行亦可變更營業時間或服務可用時間。各項服務均受銀行所訂定之條款與細則約束。上述變更可不經通知且銀行不承擔任何責任。

10.2 The Bank may change these Terms and Conditions, any terms, conditions and rules applicable to any Service or an Account at any time by notice to the Customer. The notice will take effect, if the changes affect fees, charges, or the Customer's liabilities or obligations, and where practicable, after 30 days.

銀行可隨時透過通知客戶，變更本條款與細則、適用於任何服務或賬戶的任何條款、條件及規則。若變更涉及費用、收費或客戶的責任及義務，且在可行情況下，該通知將於30天後生效。

10.3 If the Customer decides to terminate the banking service, the Bank would not charge any fees for the termination under the following conditions:

若客戶決定終止銀行服務，於符合以下條件，銀行不收取任何終止費用：

- (a) the variation of the terms and conditions is considered key and relevant to the specific banking service;
該條款與細則變更被視為關鍵且與特定銀行服務相關；
- (b) the variation in (a) may adversely affect the Customer; and
(a) 項的變更可能對客戶造成不利影響；及
- (c) the Customer indicates the decision to terminate the banking service within the notice period before the variation in (a) takes effect.
客戶於該變更生效前的通知期內，表明終止銀行服務的決定。

10.4 The Bank shall notify the Customer of any material change to the Bank's name, business address, or other changes as required under Applicable Laws and regulations.

銀行將根據適用法律及規例，通知客戶銀行名稱、營業地址或其它重大變更。

10.5 The Customer agrees to notify the Bank of any material change to the information provided by the Customer. In particular, the Customer shall notify the Bank as soon as practicable of any change of the Customer's address, telephone number,



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facsimile number or email address.

客戶同意就所提供的資料中有任何重大變更，通知銀行。尤其是客戶承諾儘速通知銀行客戶地址、電話號碼、傳真號碼或電子郵件地址的任何變動。

11. TERMINATION EVENTS AND EVENTS OF DEFAULT

終止事件及違約事件

11.1 Termination Events

終止事件

The occurrence at any time of any of the following events shall constitute a "Termination Event":

任何時候一旦發生以下任何事件，即構成「終止事件」：

(a) by reason of an event of force majeure:

因發生不可抗力事件：

- (i) occurring after a Transaction is entered into: (A) the Bank is prevented from settling such Transaction; or (B) it becomes impossible to settle such Transaction; and/or

在訂立交易後：(A) 銀行不能結算該交易；或(B) 結清該交易變得不可能；及 / 或

- (ii) the Bank's performance under these Terms and Conditions is prevented or materially hindered or delayed;

使銀行不能履行就此等條款與細則的責任，或在此方面受到重大阻礙或延誤；

(b) after a Transaction is entered into, it becomes unlawful or otherwise prohibited for the Bank or the Customer to settle a Transaction; or

在訂立交易後，銀行或客戶結算有關交易成為不合法或因其它原因遭到禁止；或

(c) it becomes impracticable, unlawful or otherwise prohibited for the Bank to perform its obligations under or in respect of the Agreement or any Account or Transaction or to hedge its obligations effectively under the Agreement or any Account or Transaction.

銀行根據或就協議或任何賬戶或交易履行責任，或有效地對沖銀行就協議或任何賬戶或交易的責任，成為不可行、不合法或因其它原因遭到禁止。

11.2 Events of Default

違約事件

The occurrence at any time of any of the following events with respect to the Customer shall constitute an "Event of Default":

任何時候客戶發生以下任一事件，即構成一項「違約事件」：

(a) the Customer fails to perform or comply with any provision in the Agreement or any other obligation owed to the Bank;

客戶未能履行或遵守協議的任何條文或負有對銀行的任何其它義務；

(b) any representation and/or warranty by the Customer pursuant to the Agreement proves to have been false, incorrect, or misleading in any material respect;

客戶於協議作出的任何陳述及 / 或保證在任何重大方面被證實為虛假、不正確或誤導；

(c) the Customer becomes insolvent or unable to pay its debts as they become due, or stop, suspend or threaten to stop or suspend payment of all or a material part of the Customer's indebtedness or begins negotiations or takes any other step



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with a view to the deferral, rescheduling or other readjustment of all or a material part of the Customer's indebtedness (or of any part of such indebtedness which the Customer will or might otherwise be unable to pay when due);

客戶成為無力償債或無法償還其到期債項，或停止、暫停或威脅停止或暫停支付其負債的全部或重大部分，或展開談判或採取任何其它措施以押後償還、另定時限償還或重新調整其負債的全部或重大部分(或客戶將會或可能無法在到期時償還有關負債的任何部分);

- (d) the Customer fails to comply with any judgment or order made against it within the stipulated time or if any attachment, sequestration, distress, execution or other legal process is issued or levied against it;

客戶未有在規定時限內遵守被發出的判決或命令，或客戶被發出或施加任何查封、暫時扣押、扣押、金錢判決的命令或其它法律程序;

- (e) the Customer ceases to have capacity in law to manage its affairs (whether because of mental incapacity or for any other reason whatsoever);

客戶在法律上不再具有行為能力處理客戶事務(不論由於精神上無行為能力或任何其它原因);

- (f) any attachment, sequestration, distress, execution or other legal process is issued or levied or an administrator, receiver, judicial manager, trustee-in-bankruptcy, custodian or other similar person has been appointed (or an application for the appointment of any such person has been presented) in respect of the Customer or any of its assets;

就客戶或客戶的任何資產發出或施加任何查封、暫時扣押、扣押、金錢判決的命令或其它法律程序，或已委任遺產管理人、接管人、司法接管人、破產受託人、保管人或其他類似人員(或已提交申請委任任何該等人士);

- (g) the Customer becomes involved in or public allegations are made which suggest that the Customer may be involved in abnormal or irregular activities which are not generally accepted customs and practices of a person in the same position;

客戶涉及或公開被指可能涉及反常或不合常規的活動，而該等活動並非一個在相同處境中的人普遍被接受的慣例及做法;

- (h) the Customer becomes, or becomes associated with, a person/an entity/a country which is the subject of investigation under applicable anti-money laundering, counter-terrorist financing, anti-bribery and corruption or sanctions laws whether in Hong Kong or elsewhere, or a person or an entity named in any list (including the Specifically Designated Nationals and Blocked Persons List administered by the United States Office of Foreign Assets Control) under any sanctions, freezing, anti-terrorism or other programs enforced and administered by the relevant regulatory authorities or bodies whether in Hong Kong or elsewhere;

客戶成為以下人士或與以下人士 / 實體 / 國家有聯繫：在香港或其他地方適用的打擊清洗黑錢、打擊恐怖分子集資、反賄賂貪污或制裁法律之下的受調查人士 / 實體 / 國家，或名列香港或其他地方相關監管機構或組織強制執行及施行的制裁、凍結、打擊恐怖分子或其它計劃的任何名單(包括美國海外資產監控辦公室的特別指定國民及封鎖對象名單)的人士或實體;

- (i) a default, potential event of default, event of default or termination event (howsoever described) occurs or is declared under any document which forms part of the Agreement;

發生或宣告出現構成協議的任何文件項下的違責情況、潛在違約事件、違約事件或終止事件(不論以何文字描述);

- (j) any other indebtedness of the Customer (to whomsoever owing) is not paid when due, or is or is declared to be or is capable of being declared due and payable before its normal maturity by reason of any actual or potential default, event of



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default or the like (howsoever described);

任何客戶的其它債務(無論欠款對象為何)未於到期日支付，或因任何實際或潛在的違約、違約事件或類似情況(無論如何描述)而被宣布或可被宣布於正常到期日前到期應付；

- (k) any event or series of events occurs which may, in the Bank's opinion: (i) have a material or adverse effect on the Customer's financial condition, or (ii) have a material or adverse effect on the Customer's ability to perform its obligations under the Agreement;

發生任何事件或連串事件，而銀行認為可能會：(i)對客戶的財政狀況有重大或不利影響，或(ii)對客戶能否履行協議項下的義務有重大或不利影響；

- (l) any licence, consent or registration which is necessary or desirable under the Agreement is not obtained, granted or perfected, or is revoked, withheld, materially modified or ceases to be in full force and effect;

任何根據協議所必需或期望取得的許可、同意或登記未被取得、授予或完成，或被撤銷、拒絕、重大修改或不再全面有效；

- (m) the Bank concludes that any change of the Customer's legal status, tax residency or financial condition or any other event has occurred or circumstance has arisen which in the Bank's opinion (i) may be prejudicial, impractical or may lead to a material increase of cost for the Bank in connection with the provision of Services or for the maintenance of any Account or any Transaction, or (ii) may adversely affect or prejudice the Customer's ability to perform, or the actual performance of, the Customer's obligations under the Agreement or such that it would be contrary to prudent banking practice to allow any of the Customer's obligations to remain outstanding or incur any new obligation to the Bank;

銀行斷定客戶的法律地位、稅務常駐國家或財務狀況出現任何變化或發生任何其他事件或出現任何情況，而銀行認為：(i)可能會對銀行提供服務或維持銀行賬戶或任何交易造成損害、成為不可行或導致成本大幅增加；或(ii)可能會對客戶能否或實際履行客戶在協議下的義務造成不利影響或損害，或如容許客戶履行任何義務或由客戶承擔任何新義務，將有違銀行業務審慎原則；

- (n) the Customer becomes the subject of any investigation by any governmental authority or regulator (including the Independent Commission Against Corruption, the Inland Revenue Department and the Hong Kong Police Force), whether in Hong Kong or any other jurisdiction;

客戶成為香港或任何其他司法管轄區任何政府機構或監管機構(包括廉政公署、稅務局及香港警務處)的調查對象；

- (o) any order or warrant is issued against the Customer or its assets under applicable anti-money laundering or counter-terrorist financing laws or if it becomes (or becomes associated with) an individual, entity and/or a comprehensive sanctioned country named in any list under any sanctions, freezing, anti-terrorism or other programs enforced and administered by the relevant regulatory authorities or bodies (including the Specifically Designated Nationals and Blocked Persons List administered by the United States Office of Foreign Assets Control), whether in Hong Kong or elsewhere;

根據適用的打擊清洗黑錢或打擊恐怖分子集資法律，客戶或客戶的資產被發出任何命令或令狀，或客戶成為名列香港或其他地方相關監管機構或組織強制執行及施行的任何制裁、凍結、打擊恐怖分子或其它計劃的任何名單(包括美國海外資產監控辦公室的特別指定國民及封鎖對象名單)的個人及 / 或實體或與該等個人及 / 或實體及 / 或全面制裁的國家有聯繫；

- (p) any event which, in the Bank's opinion, is a material adverse change or development which may result in material adverse changes in the monetary, political, financial (including conditions in any of the financial markets) or



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economic conditions or exchange controls, whether in Hong Kong or elsewhere (including changes in stock, bond, currency, interbank or property market conditions, interest rates or foreign exchange controls);

發生銀行認為屬重大不利變動或事態發展的事件，以致香港或其他地方的貨幣、政治、金融(包括任何金融市場的狀況)或經濟狀況或外匯管制可能會出現重大不利變動(包括股票、債券、貨幣、銀行同業或房地產市況、利率或外匯管制的變動)；

- (q) any legal proceeding, suit or action of any kind whatsoever (whether criminal or civil) is instituted against the Customer and the Bank is of the opinion that it will or could materially and adversely affect the Customer's ability to perform and observe the Customer's obligations under the Agreement; or

客戶被提起任何種類的法律程序、訴訟或法律行動(不論是刑事或民事)，令銀行認為將會或可能會對客戶能否履行及遵守其在協議項下的義務造成重大不利影響；或

- (r) any other matter or event which in the sole opinion of the Bank jeopardises its rights under the Agreement or renders termination necessary or advisable in the interests of the Bank.

發生任何其它事項或事件，而銀行可全權酌情認為將有損銀行在協議之下的權利，或為保障銀行的利益繼而有需要或適宜作出終止。

11.3 Early termination

提前終止

- (a) If at any time or a Termination Event or an Event of Default has occurred and is continuing, the Bank may, by not more than 7 days' notice to the Customer specifying the Termination Event or Event of Default, designate a day as an early termination date ("Early Termination Date") in respect of the affected or all outstanding Transactions (which will terminate on the designated date).

如任何時候發生並持續存在終止事件或違約事件，銀行可於不少於7天的通知客戶期限內，指明該終止事件或違約事件，指定某一天作為受影響或所有未結交易的提早終止日，於該指定日期該等交易將終止（以下稱「提早終止日」）。

- (b) The Bank will determine in good faith its losses or gains, and costs, that are or would be incurred or realized under then prevailing circumstances in replacing or providing for the Bank the economic equivalent of the material terms of each terminated Transaction including the remaining payments, deliveries and rights. The Bank will determine such amounts as of a commercially reasonable date and to produce a commercially reasonable result. The Bank may apply different valuation methods to different Transactions depending on type, complexity or other relevant factors. The Bank may take into account any relevant information including market data and information from internal sources, and without duplication:

銀行將本着誠實信用，根據當時情況，計算因替代或提供與每項終止交易之主要條款經濟等值的安排(包括剩餘付款、交付與權利)而產生或將產生的損失、收益及成本。銀行將於一個商業上合理的日期作出該等計算，以達致商業上合理的結果。銀行可根據交易類型、複雜程度或其它相關因素，對不同交易採用不同的估值方法。銀行可考量包括市場數據及內部資料在內的相關信息，並且不重複計算以下各項：

- (i) any cost of funding;
任何融資成本；
- (ii) any loss, cost or gain incurred in connection with the Bank's terminating



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or obtaining any hedge related to a terminated Transaction.

與銀行終止或取得與終止交易相關的避險措施有關的任何損失、成本或收益。

All amounts will be expressed in HKD or another currency chosen by the Bank. The Bank will convert amounts in another currency at the Bank's spot exchange rate.

所有金額均以港幣或銀行選擇的其它貨幣表示。銀行將按其即期匯率將其它貨幣金額換算為港幣。

The Bank will net off (i) amounts that became payable to either party in respect of all terminated Transactions on or prior to the Early Termination Date and which remain unpaid as at such date and (ii) an amount equal to the fair market value as of the original scheduled date for delivery (as reasonably determined by the Bank) of anything which is required to be delivered to either party in respect of each terminated Transaction on or prior to the Early Termination Date and which has not been so delivered as at such date, together with interest from (and including) the original due date to (but excluding) the Early Termination Date, at the rate for overdue interest.

銀行將相抵 (i) 截至提早終止日或之前已因所有終止交易而應支付予任一方且於該日期尚未支付的金額；及 (ii) 截至提早終止日或之前按原定交付日期(由銀行合理釐定)應向任一方交付的未交付物品的公平市價金額，以及自原定到期日起(含)至提早終止日(不含)期間所計算的逾期利息。

- (c) As soon as reasonably practicable after an Early Termination Date, the Bank will provide to the Customer a statement showing, in reasonable detail, the calculations and any amount payable following the Bank's calculation under paragraph (b) above. Such amount will be payable on the day specified in the notice, together with interest thereon (before and after judgment) from (and including) the Early Termination Date to (but excluding) the date such amount is paid, at the rate for overdue interest.

銀行於提早終止日後盡快向客戶提供計算明細及根據上述(b)段計算的應付款項結單。該款項應於通知指定日期支付，並自提早終止日起(含)至實際支付日(不含)按逾期利息率計付利息(含判決前後利息)。

- (d) The parties agree that an amount recoverable under paragraph (b) above is a reasonable pre-estimate of loss and not a penalty. Such amount is payable for loss of bargain and loss of protection against future risks. Except as otherwise provided in the Agreement neither party will be entitled to recover any additional damages for such losses.
- (e) 雙方同意，上述(b)段所述應收金額為合理的損失預估，而非罰款。該金額作為因訂約利益損失及喪失未來風險保障的補償。除本協議另有規定外，任何一方均無權就該等損失追討額外賠償。

12. BANK'S ROLE

銀行的角色

12.1 The Bank's responsibilities are limited to those expressly set out in these Terms and Conditions and other terms and conditions (if any) applicable for the relevant Accounts, Services or Transactions. These Terms and Conditions and other terms and conditions apply, to the extent possible, to Transactions between the Authorized Representative and the Bank.

銀行的責任僅限於本條款與細則及其它適用於相關賬戶、服務或交易的條款與細則



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中明確規定的範圍。這些條款與細則，以及其它條款與細則，盡可能適用於獲授權代表與銀行之間的交易。

12.2 The Customer authorizes the Bank and any service providers and other persons appointed by the Bank to do everything reasonably necessary or desirable for all purposes connected with the Services. The Customer will pay their charges, and indemnify the Bank against their reasonable claims. The Bank will use reasonable care in selecting an agent or a service provider and will only appoint persons qualified to act as such under Applicable Law.

客戶授權銀行及銀行指定的任何服務提供者及其他人士，採取一切合理必要或合適的措施，以完成與服務有關的一切事宜。客戶將支付其費用，並就其合理索償對銀行作出彌償。銀行將以合理謹慎態度選擇代理人或服務提供者，並僅委任符合適用法律資格的人士擔任該等職務。

12.3 The Bank does not provide legal, financial or tax advice. The Customer will obtain its own independent advice.

銀行不提供法律、財務或稅務諮詢。客戶應自行尋求獨立建議。

13. CUSTOMER'S REPRESENTATIONS

客戶的聲明

The Customer represents, warrants and undertakes to the Bank that:

客戶向銀行聲明、保證及承諾：

13.1 The Customer (a) is acting as principal (and is not acting or trading on behalf of any other person unless the Bank has been notified otherwise in writing), (b) has full capacity and authority, and (c) has all authorizations, consents, licences or approvals (whether under any Applicable Laws or otherwise) required, to accept and agree to these Terms and Conditions and other rules, terms, conditions or requirements applicable to the Accounts and/or Services, to open and maintain all Account(s) from time to time with the Bank, to utilize the Services applied for by the Customer from time to time, and to give the Bank any instruction that may be given from time to time;

客戶(a) 作為主事人行事(除非銀行獲書面形式另行通知，否則不代表任何其他人行事或交易)，(b)具有全部權利和授權，並且(c)具有所有授權、同意、牌照或許可(無論是否根據任何適用法律或其它情況)，並同意且接受此等條款與細則以及適用於客戶的賬戶和 / 或服務的其它規則、條款、條件或要求，與銀行不時開立和維持所有賬戶，使用客戶不時申請的服務，並向銀行不時發出的任何指示；

13.2 all information provided with respect to the application for an Account or a Service and the Account Opening Documentation or other supporting documents delivered to the Customer are true, complete and accurate. The Customer consents to promptly provide all documentation or other information so required upon request from the Bank in writing or otherwise, and the Customer's failure to comply may result in discontinuance of Services, non-execution of Transactions, delay, additional costs and/or other consequences in relation to the provision of such Services or execution of the Transactions;

客戶的申請中提供的所有信息或其它文件均為真實、完整和準確的。客戶同意根據銀行的書面要求或其它要求及時提供所有所需的文件或其它信息，若客戶未能遵照該要求，可能會導致服務不能繼續、交易無法執行、延誤、導致額外費用及 / 或其它與提供服務或執行交易之相關後果；



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13.3 the Customer has made its own independent decision to enter into each Transaction with the Bank and as to whether the Transaction is appropriate for the Customer based upon its own judgment or upon advice from such third-party adviser as the Customer considers necessary. The Customer understands and accepts the terms and risks of each Transaction and will not rely on the Bank's advice or recommendation;

客戶是根據客戶本人的獨立決定與銀行訂立每項交易，交易就客戶而言是否適當，乃是根據客戶的自行判斷或客戶認為必要的第三方顧問提供的意見。客戶明白及接納每項交易的條款及風險，且不會倚賴銀行的意見或建議；

13.4 these Terms and Conditions, and other rules, terms, conditions or requirements applicable to the use of the Accounts and/or Services, constitute the Customer's legal, valid and binding obligations enforceable against the Customer in accordance with its terms;

此等條款與細則以及適用於客戶使用賬戶及 / 或服務的其它規則、條款、條件或要求，構成對客戶的合法、有效且具有約束力的義務；

13.5 no action, suit or proceedings at laws or in equity (whether in Hong Kong or elsewhere) before any court, tribunal, arbitral or administrative body or government agency against the Customer that is likely to affect the legality, validity or enforceability of these Terms and Conditions and other rules, terms, conditions or requirements applicable to the Customer's use of the accounts and/or Services or of the Customer's ability to perform the obligations under the same is pending or, to the Customer's knowledge, threatened;

以客戶所知，於任何法院、法庭、仲裁機構或行政機關或政府機構，均沒有根據法律或衡平法(不論在香港或其他地方)，存在或可能有訴訟或法律程序影響客戶適用於此等條款與細則和其他適用於客戶使用賬戶及 / 或服務的其它規則、條款、條件或要求，或客戶於上述文件下履行義務的合法性，有效性或可執行性；

13.6 no legal or other proceedings have been initiated or threatened, and no meeting has been convened for the Customer's bankruptcy have been made or proposed to be made, against the Customer;

沒有提起或脅迫提起針對客戶的任何法律訴訟或其它程序，也未有針對客戶提出或發起針對客戶進行有關破產的會議；

13.7 all assets held under the Account(s) are and will continue to be beneficially owned by the Customer free from any lien, charge or other encumbrance and/or restriction other than created in favour of the Bank;

在客戶的賬戶下持有的所有資產均將繼續由客戶實益擁有，沒有任何留置權、押記或其它產權負擔及 / 或限制(向銀行提供者除外)；

13.8 the Customer has not committed or been convicted of any serious tax crimes or been subject to any investigation or criminal proceedings, whether in Hong Kong or elsewhere, in relation to tax matters nor does the Customer have knowledge of such investigations or proceedings being taken against it; and

客戶沒有在香港或其他地方觸犯任何稅務嚴重罪行或因稅務嚴重罪行而被判刑，也未受到任何調查或刑事訴訟，也不知悉是否有正在針對客戶進行此類的調查或訴訟；及

13.9 the purpose of opening of the Account(s) and effecting Transaction(s) is not



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illegitimate and the Customer will not use the Account(s) as a platform for illegal tax activities and is aware of the Bank's approach against illegal or illicit tax activities.

開戶和進行交易非為不合法的目的，並且客戶不會將賬戶用作非法稅收活動的平台及了解銀行針對非法或不正當稅收活動的要求。

14. CUSTOMER'S ACKNOWLEDGEMENTS

客戶確認

The Customer understands and acknowledges that:

客戶明白及確認如下：

14.1 the Bank will only provide the Services when the Bank takes into account circumstances relating to the Customer which the Customer has disclosed to the Bank or that the Bank should be aware of through the exercise of reasonable due diligence;

銀行只會在考慮客戶已向銀行披露或銀行進行合理的盡職審查後應知悉的客戶情況才向客戶提供服務；

14.2 failure to promptly execute and deliver such documents and perform such acts as the Bank (or its agent) may request from time to time may result in discontinuance of Services or execution of Transactions, delay, additional costs or requirements and/or other consequences in relation to the provision of such Services or execution of Transactions;

若客戶未能從速簽立及交付銀行(或其代理人)不時要求的文件及執行銀行(或其代理人)不時要求的行動，可能會導致被終止提供服務或執行交易、在提供服務或執行交易方面出現延誤、額外支出或要求及 / 或其它後果；

14.3 the Bank has no obligation to inquire into the purpose or propriety of any instruction or to see to the application of any funds delivered by the Customer in respect of the Account; and

銀行並無義務查究任何指示的目的或適當性或跟進客戶就賬戶交付的任何資金的運用；及

14.4 the Bank is not responsible for the effect of any laws of any relevant country which may be applicable to any Account or to the assets, and the Customer accepts all the risks of or arising from any such laws.

對於因任何相關國家的任何法律可能適用於任何賬戶或資產而造成的影響，銀行無須負責，且客戶須承擔任何該等法律或因任何該等法律而產生的所有風險。

15. NOTIFICATIONS

通知

15.1 The Customer undertakes to promptly notify the Bank in writing:

客戶承諾從速以書面方式通知銀行以下事宜：

(a) if any of the representations and warranties in all information provided in the Customer's application or other supporting documents delivered to the Bank are no longer accurate or complete;

申請中提供的所有信息或其它文件的任何陳述及保證不再準確或完整；

(b) any change of the information provided to the Bank, including:

提供給銀行的資料(包括以下各項)有任何變更：



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- (i) the beneficial ownership of assets held by the Bank for the Customer;
銀行代客戶持有的資產的實益擁有權;
- (ii) change in citizenship, residency, tax residency, address(es) on record, telephone, facsimile or mobile number, electronic mail addresses or marital status;
公民身份、居住地或稅務常駐國家、在紀錄內的地址、電話、傳真或手提電話號碼、電郵地址或婚姻狀況有變;
- (iii) renewal of passport or change in other identity document (such as the Hong Kong identity card), including any change in passport or identity document number or name;
護照更新或其它身份證明文件(例如香港身份證)有任何變更, 包括護照或身份證明文件的號碼或姓名有變;
- (iv) the Authorized Representative(ies) or signing requirements in respect of the Account.
賬戶的獲授權簽署人士或簽署規定;

Such changes shall not be effective until duly entered in the Bank's records;
此類變更須在銀行紀錄中正式更新後方可生效;

- (c) in the event that any order or warrant is issued against the Customer or any of its assets under any Applicable Laws/legislation concerned with anti-money laundering, counter-terrorist financing, financing of proliferation of weapons of mass destruction and financial sanctions, including the Anti-Money Laundering and Counter-Terrorist Financing (Cap. 615 of the Laws of Hong Kong), Drug Trafficking (Recovery of Proceeds) Ordinance (Cap. 405 of the Laws of Hong Kong), Organised and Serious Crimes Ordinance (Cap. 455 of the Laws of Hong Kong), the United Nations (Anti-Terrorism Measures) Ordinance (Cap. 575 of the Laws of Hong Kong), the United Nations Sanctions Ordinance (Cap. 537 of the Laws of Hong Kong), and the Weapons of Mass Destruction (Control of Provision of Services) Ordinance (Cap. 526 of the Laws of Hong Kong); and

如根據任何適用的打擊清洗黑錢、打擊恐怖分子集資、大規模毀滅武器擴散資金籌集及金融制裁有關的法律/法例, 包括《打擊洗錢及恐怖分子資金籌集條例》(香港法例第615章)、《販毒(追討得益)條例》(香港法例第405章)、《有組織及嚴重罪行條例》(香港法例第455章)、《聯合國(反恐怖主義措施)條例》(香港法例第575章)、《聯合國制裁條例》(香港法例第537章)及《大規模毀滅武器(提供服務的管制)條例》(香港法例第526章), 客戶或其任何資產被發出任何命令或手令; 及

- (d) the occurrence of any Event of Default or Termination Event or any event which may potentially constitute an Event of Default or a Termination Event or which with the passing of time or the giving of notice or both, would constitute an Event of Default or any other event which might affect the Customer's ability to perform its obligations under or in connection with the Agreement.

當發生任何違約事件或終止事件, 或可能構成違約事件或終止事件的任何事件, 或隨時間過去或在發出通知後(或兩者俱備時)會構成違約事件的任何事件, 或可能影響客戶能否履行協議之下或相關的義務的任何其它事件。



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16. DEBIT AUTHORIZATION

扣帳授權

Without prejudice to any other provisions of these Terms and Conditions or any other agreement between the Bank and the Customer, the Customer agrees that the Bank may debit to any Account all sums which the Customer is liable to pay to the Bank, whether under these Terms and Conditions or otherwise, including sums paid or advanced by the Bank to the Customer together with all interest, charges, commissions, fees and costs or any reasonable expenses incurred by the Bank in relation to any Account.

在不影響本條款與細則或銀行與客戶之任何其它協議任何其它條款的前提下，客戶同意銀行可從任何賬戶扣除客戶應付予銀行的所有款項，不論該等款項是否根據本條款與細則或其它情況產生，包括銀行已向客戶支付或墊付的金額，以及與任何賬戶相關之所有利息、費用、佣金、手續費和成本或銀行合理支出的任何費用。

17. COMPUTER AND MICROFILM BOOKS AND RECORDS

電腦及微縮膠卷帳冊與記錄

The Customer agrees that books and records kept in digital form or on microfilm, on computer discs or otherwise by the Bank shall constitute conclusive evidence of the Customer's dealings with the Bank unless:

客戶同意銀行以數碼形式、微縮膠卷、電腦磁碟或其它形式保存的帳冊及記錄，除下列情況外，均視為客戶與銀行往來之終局性證據：

- (a) the Bank failed to exercise reasonable skill and care in respect of any such books and records;
銀行在該等賬冊及紀錄方面未有行使合理的技能與謹慎；
- (b) the contents of such books and records resulted from the forgery or fraud of any employee, agent or servant of the Bank; or
該等賬冊與紀錄內容源於銀行任何僱員、代理人或職員的偽造或欺詐；
- (c) the contents of any such books and records resulted from the wilful default or gross negligence of the Bank or any of its employees, agents or servants.
該等賬冊與紀錄內容源於銀行或其任何僱員、代理人或職員的故意失職或重大疏忽。

The Bank may, if it sees fit, destroy any original items, documents or other original evidence of the Customer's dealings with the Bank after microfilming the same or converting them into digital form and storing them on computer discs.

銀行如認為合適，得在微縮膠卷拍攝或數碼轉檔並存儲至電腦磁碟後，銷毀客戶與銀行往來之原始文件、證據或其它原件。

18. NO CREATION OF THIRD PARTY RIGHTS

不得設定第三方權利

The Customer shall not assign, pledge, mortgage, charge or otherwise encumber any right, title and/or interest to and in any Account or any assets held by the Bank or the Bank's nominee in favour of any third party without the prior written consent of the Bank.

未經銀行事先書面同意，客戶不得將任何賬戶或銀行或銀行受託人持有之任何資產的權利、權益及 / 或利益，轉讓、質押、抵押、押記或以其它方式設定第三方產權阻累。



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19. RETENTION OF MONEY, SET-OFF AND LIEN

留置款項、抵銷及留置權

19.1 Without prejudice to any other provision of these Terms and Conditions or any other agreement between the Bank and the Customer, the Bank shall be at liberty to retain all monies, deposits and any interest accrued thereon in any Account or any part of such monies, deposits and interest, irrespective of whether such monies, deposits or interest are due for repayment to the Customer, if the Customer is or becomes indebted to the Bank, whether under these Terms and Conditions, any other agreement between the Bank and the Customer or otherwise.

在不損害本條款或銀行與客戶其它協議任何條文的前提下，若客戶向銀行負有債務（無論是根據本條款與細則或其它協議或其它原因），銀行有自由權保留任何賬戶內的全數或部分款項、存款及其利息，無論該等款項、存款或利息是否應支付給客戶。

19.2 Without prejudice to any other provision of these Terms and Conditions or any other agreement between the Bank and the Customer, the Bank may, at any time, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the then existing Accounts opened in the name of the Customer (whether subject to notice or not, whether matured or not, whether held singly or jointly and whether in Hong Kong or with any other branch of the Bank in any other jurisdiction). The Bank may set-off or transfer any sum standing to the credit of any one or more such Accounts, whether in Hong Kong or with any other branch of the Bank in any other jurisdiction, in or towards satisfaction of any liabilities of the Customer, whether such liabilities be present or future, actual or contingent, primary or collateral, or several or joint. If such combination, consolidation, set-off or transfer requires the conversion of one currency into another, such conversion shall be made at the Bank's spot buying rate of exchange (as conclusively determined by the Bank, the details of which will be provided to the Customer upon request) for the currency for which the Customer is liable against the currency credited to the relevant Account. The Bank shall notify the Customer as soon as practicable after exercising its rights under this Clause 19.2.

在不損害本條款或銀行與客戶其它協議任何規定的前提下，銀行得隨時（無論賬戶是否需通知、是否到期、是否單獨或聯名持有、是否在香港或其他管轄區分行開立）將客戶名下所有現有賬戶合併、合併結算或整合。銀行得將任一或多個該等賬戶的結餘用以抵銷或撥作償還客戶的任何責任，無論該責任是現時或未來、實際或或有、主要或抵押、或單獨或連帶責任。若該等合併、整合、抵銷或轉撥涉及貨幣兌換，則按銀行即期買入匯率（銀行最終決定，其詳情可應客戶要求提供）將客戶所負責貨幣兌換為賬戶結餘貨幣。銀行行使本條19.2項權利後將盡快通知客戶。

19.3 If the Customer has any present, future, actual or contingent liability (whether or not quantified) to the Bank, the Bank may retain any property wherever deposited with or otherwise held by the Bank for or in the Customer's name (alone or jointly with others) whether for safe custody or otherwise, and sell them or any part thereof at such price and on such terms as the Bank determines whether by public auction, private contract or tender. The Bank may apply the net proceeds to reduce the Customer's liability.

若客戶對銀行負有任何現有、未來、實際或或有義務（不論是否量化），銀行得保留客戶（單獨或與他人聯名）存放或其它方式持有於銀行或其受託人處的任何資產，無論是作安全保管或其它用途，並得以公開拍賣、私下協議或招標方式出售其全部或部分，銀行自行決定價格與條件。銀行得用淨收益抵銷客戶之債務。



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20. INDEMNITY FROM CUSTOMER AND GENERAL LIABILITY OF BANK

客戶之彌償及銀行一般責任

20.1 Without prejudice to any other provision of these Terms and Conditions or any other agreement between the Bank and the Customer, the Customer shall indemnify and keep the Bank, the Bank's agents and employees indemnified against all reasonable losses, damages, costs (including legal fees and any interest or commission payments), proceedings, claims and demands which the Bank may reasonably suffer or incur as a result of any Transactions or contracts entered into or Services provided in respect of any Account. The Customer shall immediately on demand pay in full any sums due to the Bank under any of these indemnities.

客戶在不損害本條款及其它雙方協議規定下，應就銀行、銀行代理人及僱員因任何賬戶交易或服務而合理蒙受或招致之所有合理損失、損害、費用（包括法律費用及利息或佣金支付）、訴訟、索償及要求作出彌償並保持彌償狀態。客戶應於銀行要求時即時足額支付依本條款下所應支付之款項。

20.2 Neither the Bank, nor any of its directors, officers, employees or agents, shall be liable to the Customer for any expenses, losses or damage suffered by or occasioned to the Customer by reason of :

銀行及其董事、職員、僱員或代理人對客戶因以下原因產生的開支、損失或損害，概不負責：

- (a) any instruction which is not received by the Bank;
銀行未收到指示；
- (b) any act or omission by the Bank or any of its directors, officers, employees or agents other than as a result of the fraud, wilful default or gross negligence of the Bank or its directors, officers, employees or agents;
銀行及其董事、職員、僱員或代理人出於非因欺詐、故意失職或重大過失所致的行為或遺漏；
- (c) the Bank's failure to act on any stop-payment instructions given by the Customer, provided that such failure is reasonable and is in good faith;
銀行對客戶提出的停止付款指示未採取行動，但該失誤為合理且出於善意；
- (d) the presentation to the Bank of any Item which is post-dated or the loss or theft of any Item sent through the post or which otherwise is not delivered to the Bank by the Customer in person;
銀行收到遲日期支付工具，或郵寄途中丟失、被盜，或未由客戶親自交付的支付工具；
- (e) the Bank for any reason failing to honour any Items drawn on it by the Customer, but the Bank shall immediately notify the Customer through the normal channels giving the reason for the dishonour;
銀行因任何原因未能兌付客戶開出的支付工具，但銀行會即時以正常渠道通知客戶及說明拒付原因；
- (f) unauthorized use or forgery of any signature of the Customer or an Authorized Representative as a result of gross negligence, wilful default or fraud of the Customer or such Authorized Representative;
客戶或獲授權代表因其故意失職、重大過失或欺詐導致的未經授權使用或偽造簽名；
- (g) any act, omission or insolvency of any person not associated with the Bank;
與銀行無關人士的行為、遺漏或破產；
- (h) any unauthorized interception, corruption, inadequacy, loss, error or delay of



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messages sent by the Bank or its correspondents or agents through the internet, on telephone or by any other means, or any unauthorized access to a service or information; any malfunction of, or error in the transmission of information caused by, any electrical or mechanical, computer or system or any interception of communication facilities, or any similar or dissimilar causes beyond the reasonable control of the Bank;

銀行或其往來行、代理於互聯網、電話或其它途徑傳送的信息遭未經授權截取、破損、不足、遺失、錯誤或延誤，或因電腦、系統故障、通訊設施被截取或其它不可抗力因素；

- (i) any computer virus or similar problem in connection with a Service or Transaction;
服務或交易相關的電腦病毒或類似問題；
- (j) notwithstanding Paragraph (h), the error, failure, negligence, act or omission of any other person, system, institution or payment infrastructure;
除第(h)項外，其他人員、系統、機構或支付基建的錯誤、失誤、疏忽、行為或遺漏；
- (k) the Bank failing to act upon any Items or other instructions which are not signed using signatures conforming to those in the mandate and/or such other documents for the time being in effect in respect of any Accounts; and
對於未用符合授權書及其它現行賬戶運作文件簽名的項目或指示，銀行拒絕執行；
- (l) inability of the Bank to execute any instruction due to prevailing market conditions or by reason of any cause beyond the control of the Bank.
因市場狀況或其它銀行無法控制之原因，銀行無法執行任何指示。

20.3 The Bank is not liable for any loss caused by any act or omission of any correspondent or agent or any government or third party, or any other circumstances beyond its control (including but not limited to flood, storm, fire, strike, riot, civil commotion, natural disaster, act of God, emergency, war (whether declared or not)). However, the Bank is responsible and accountable to the Customer for the actions of its authorized agents and third party service providers (as described in the Code of Banking Practice). To the greatest extent permitted by Applicable Laws, the Bank is not obliged to account to the Customer if the Bank's relevant office or any correspondent or agent concerned is prevented from making payment to or for the Customer.

銀行不對任何往來行、代理、政府或第三方的行為或遺漏，以及任何超出其控制範圍的情況（包括但不限於洪水、風暴、火災、罷工、暴動、民事騷亂、天災、緊急狀況、戰爭（有無宣戰））所造成的損失負責。惟銀行須對其授權代理人及第三方服務供應商之行為負責並向客戶追究責任（如《銀行業守則》所述）。在適用法律允許範圍內，若銀行有關分行或往來行或代理因故無法向客戶付款，不需向客戶負責。

20.4 The Bank is in any event not liable for any indirect, special, incidental or consequential damages.

銀行在任何情況下，對任何間接、特殊、附帶或後果性損害不負責。

20.5 If the Bank is found to be liable for any damages, the limits of the Bank's liability operate to the extent permitted by Applicable Law.

若銀行被判定需負責任何損害，責任限額以適用法律允許範圍為限。

20.6 The Bank shall not be responsible to recover a payment the Customer has made to



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another person, or to resolve a dispute between the Customer and that person.

銀行不負責追回客戶向他人支付的款項，也不負責調解客戶與該他人間的爭議。

21. LOSS OF SEAL ETC

印章遺失等

If a seal or chop used for operating an Account is lost or if the Customer becomes aware that any Account may have been or may be about to be operated contrary to its instructions, the Customer shall immediately notify the Bank in writing. The Bank shall not be responsible for any transfer or other transaction upon the relevant Account made prior to its receipt of such written notice unless:

若用於操作賬戶的印章或章戳遺失，或客戶發現賬戶或許已或可能被違背其指示操作，客戶須立即以書面通知銀行。銀行對其接獲該書面通知前有關該賬戶的轉帳或交易不負責任，除非：

- (a) the Bank failed to exercise reasonable skill and care;
銀行未有行使合理技能與謹慎；
- (b) any Unauthorized Transaction arose from the forgery or fraud of any employee, agent or servant of the Bank; or
未經授權交易源自銀行僱員、代理或職員之偽造或欺詐；
- (c) any Unauthorized Transaction arose from the wilful default or gross negligence of the Bank or any of its employees, agents or servants.
未經授權交易源自銀行或其僱員、代理或職員之故意失職或重大疏忽。

22. TELEPHONE AND TELEFAX INSTRUCTIONS

電話及傳真指示

22.1 The Bank may, if it sees fit, also act on any instructions and/or requests (in this Clause 22, "communications") given by the Customer either by telephone or telephone facsimile machine ("telefax") which are expressed to come from the Customer and which are honestly believed by the Bank to do so, even if in the case of a telephone communication they are not followed by written confirmation. However, any telefax communication must bear a signature or signatures which, in the reasonable opinion of the Bank, correspond to those of the Customer or of its Authorized Representative. 銀行可酌情接受客戶以電話或傳真方式提出的指示及要求（於本第22條，簡稱為「通訊」），只要銀行誠信認為該通訊是真實且出自客戶，即使電話指示無後續書面確認亦可執行。但傳真通訊必須帶有在銀行合理判斷下與客戶或其獲授權代表簽名相符的簽名。

22.2 If the Customer gives written confirmation of an earlier telephone or telefax communication, such confirmations shall be marked clearly with the words "Confirmation only - do not duplicate".

若客戶對先前電話或傳真通訊作書面確認，該確認必須清楚標註「僅確認 – 請勿重複」。

22.3 The Customer shall bear all risks arising from any telephone or telefax communication with the Bank, which is discharged from any responsibility in respect thereof apart from risks arising from its own wilful default or negligence. The risks for which the Bank shall not be responsible shall include those resulting from errors in transmission and misunderstandings or reasonable errors by the Bank regarding the identity of the Customer or its Authorized Representative.



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客戶須承擔因電話或傳真通訊與銀行往來而產生的所有風險，銀行除因故意失職或疏忽外，不承擔責任。銀行不承擔的這些風險包括傳輸錯誤、誤解或銀行對客戶或獲授權代表身份的合理錯誤判斷。

- 22.4 The Customer agrees to hold the Bank harmless and to keep the Bank indemnified against any reasonable loss which it may suffer as a result of acting on telephone or telefax communications which the Bank reasonably believes in good faith to have been given on behalf of the Customer and agrees to perform and ratify any contract entered into or action taken by the Bank as a result of such communications.

客戶同意就銀行依善意合理相信代表客戶而採取的電話或傳真指示所遭受的合理損失，保持銀行免受損害，並同意履行及追認銀行因該指示所訂立的任何合約或採取的行動。

- 22.5 The Bank shall be entitled at any time, at its absolute discretion, to refuse to carry out any instruction given or offer made by telephone or telefax communication, even if the employee who received such communication on behalf of the Bank may have stated its acceptance thereof.

銀行有權隨時酌情拒絕執行任何電話或傳真指示，即使接聽銀行僱員曾表示已接受該指示。

- 22.6 Notwithstanding any of the provisions in these Terms and Conditions, the Bank shall not be obliged to remit funds or deliver property of the Customer to a third party solely on the basis of a telephone and telefax communication, except when the party receiving the funds or property is a subsidiary or Affiliate company of the Customer, unless in consideration for such payment or transfer the Bank shall receive value in the form of money, shares, bonds or other property to be held by it to the credit or for the account of the Customer.

無論條款如何規定，銀行無義務僅憑電話及傳真通訊向第三方匯款或交付客戶財產，除非該第三方為客戶的附屬或關聯公司，或銀行因該款項或轉移所收取的價值(現金、股票、債券或其它財產)歸屬於客戶賬戶。

- 22.7 If the Bank gives written confirmation of any telephone or telefax communication, the Customer must examine such confirmation and must notify the Bank within 14 days of the day of deemed receipt of such confirmation under Clause 22.2 of these Terms and Conditions of any Unauthorized Transaction arising from whatever cause, including forgery, forged signature, fraud, lack of authority or negligence of the Customer or any other persons. After such period, the Bank's confirmation will (in the absence of manifest error) be deemed to be correct and conclusive evidence that the transaction is authorized and binding on the Customer. No claim to the contrary by the Customer shall be admissible against the Bank unless (i) the Unauthorized Transaction was by any third party and the Bank failed to exercise reasonable skill and care in respect of it or (ii) any Unauthorized Transaction arose from the wilful default or negligence of the Bank or any of its employees, agents or servants.

銀行若對電話或傳真通訊作出書面確認，客戶須於視為根據本條22.2收悉該確認日起14天內，書面通知銀行其中任何因偽造、欺詐、未獲授權或疏忽造成的未經授權交易。逾期未通知，該確認(除明顯錯誤外)將被視為授權且對客戶具有約束力的正確及終局性證據。銀行不接受客戶的相反主張，除非(i)該未經授權交易涉及第三方且銀行未行使合理技能與謹慎；或(ii)該交易因銀行或其僱員、代理或職員故意失職或疏忽所致。



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22.8 If the Customer continues to give instructions to the Bank by telephone or telefax, the provisions of this Clause 22 shall apply in respect of such instructions until written notice of cancellation is received by the Bank from the Customer, or any one of them in the case of a joint account.

客戶若持續透過電話或傳真向銀行下達指示，本條22項規定將適用，直至銀行收到客戶或聯名戶任一人之書面取消通知。

23. DEPOSITED PROPERTY

存放財產

If the Customer deposits with the Bank or its nominee precious metals, share certificates, documents of title or any other property (the "Deposited Property") the Bank will act as custodian thereof and keep it with the same care as it keeps similar property belonging to it. Subject only to this, Deposited Property will be placed with the Bank at the risk of the Customer and unless otherwise agreed in respect of specific items, the Bank shall not be obliged to monitor and inform, or exercise on behalf of the Customer any rights whatsoever attached or relating to the Deposited Property and shall have no duty to advise the Customer of any variation in the value thereof.

若客戶將貴金屬、股票證券、權利文件或其它財產(以下稱「存放財產」)存放於銀行或銀行受託人，銀行將作為保管人妥善看管，並以對待自身類似財產的相同謹慎程度予以保管。存放財產風險由客戶自行承擔，銀行除另有協議外，無義務替客戶行使任何與該財產相關的權利，也無須監察或通知客戶財產價值變動。

24. TAX COMPLIANCE

稅務合規

24.1 The Customer and any person acting on its behalf acknowledge that it is the Customer's sole responsibility to understand and comply with its tax obligations in all jurisdictions in which those obligations arise and relating to the opening and use of Accounts or Services provided by the Bank. Such tax obligations include but not limited to tax payment or filing of returns or other required documents to relevant tax authorities (which mean any government, government body, government agency or regulator, in or outside of Hong Kong, including, without limitation, the Inland Revenue Department of Hong Kong and the Internal Revenue Service of the United States ("US")). Certain countries have tax legislation with extraterritorial effect regardless of the Customer's place of domicile, residence, citizenship or incorporation. The Customer is advised to seek independent legal and tax advice and neither the Bank nor its agents provide legal and tax advice.

客戶及任何代表客戶行事的人士確認客戶須自行負責了解及遵守客戶在所有司法管轄區產生並與於銀行開立賬戶及使用銀行提供的服務的稅務責任。該等稅務責任包括但不限於繳納稅款或向有關稅務機關(即任何在香港境內或境外的政府、政府單位、政府機構或監管機構，包括香港稅務局及美國國稅局)提交報稅表或其它所需文件。某些國家訂立了具治外效力的稅務法例，不論客戶的居籍、居留地、公民身份或註冊成立地點。客戶務須尋求獨立法律及稅務意見，銀行或銀行代理人概不會提供法律及稅務意見。

24.2 The Customer undertakes to provide the Bank with information, documents and certificates as reasonably required by the Bank in order to meet its obligations imposed by applicable Inter-jurisdictional Tax Compliance Rules. The Customer acknowledges and agrees that this may include information, documents or certifications in connection with the Customer, its Authorized Representatives, other



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representatives or its beneficial owners and agrees to promptly notify the Bank of any changes to these details. "Inter-jurisdictional Tax Compliance Rules" includes but without limitation to:

客戶承諾向銀行提供銀行合理地要求的資料、文件及證明書，以履行適用的司法管轄區之間的稅務合規規則對銀行施加的責任。客戶確認及同意此可包括客戶本人、獲授權人士、其他代表或客戶的實益擁有人的資料、文件及證明書，並同意儘快通知銀行此等資料的任何變動。「司法管轄區之間的稅務合規規則」包括但不限於：

(a) Foreign Account Tax Compliance Act ("FATCA"), which means:

「外國賬戶稅務合規法案」，乃指：

- (i) sections 1471 to 1474 of the US Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;
《1986年美國國內稅收法(經修訂)》第1471至1474條，或其任何經修訂或繼後版本；
- (ii) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with Clause 24.1 above, as entered into by the government of Hong Kong;
香港政府訂立的關於上述第24.1條的政府與監管機構的任何政府間協議、諒解備忘錄、承諾書及其它安排；
- (iii) agreements between the Bank and the Internal Revenue Service of the US or other regulator or government agency pursuant to or in connection with Clause 24.1 above; and
銀行與美國國稅局或其他監管機構或政府機構根據或就上述第24.1條所訂立的協議；
- (iv) any laws, rules, regulations, interpretations or practices adopted in the US, Hong Kong or elsewhere pursuant to any of the foregoing;
任何根據前述在美國、香港或其他地方採納的任何法律、規則、規例、詮釋或慣例；

(b) Common Reporting Standard ("CRS") for implementing Automatic Exchange of Financial Account Information ("AEOI") pursuant to The Inland Revenue (Amendment) (No. 3) Ordinance 2016, which requires financial institutions in Hong Kong, including banks, to identify and report information relating to financial accounts held by customers that are tax residents of reportable institutions to the Hong Kong Inland Revenue Department; and

共同申報準則(「CRS」)以根據《2016年稅務條例(修訂)(第3號)條例》實施自動交換財務賬戶資料(「AEOI」)，該條例規定包括銀行在內的香港金融機構，必須識別並向香港稅務局申報由報告機構稅務居民所持有的財務賬戶相關資料；

(c) Tax Information Sharing Arrangements, which means any local or foreign laws, regulations and rules including, without limitation to, the obligations under FATCA, AEOI/CRS and associated rules and regulations and other international exchange arrangements affecting the Bank.

稅務資料分享安排，乃指任何本地或外國法律、規例及規則，包括但不限於外國賬戶稅務合規法案(FATCA)、自動交換財務賬戶資料/共同申報準則(AEOI/CRS)、相關規則及規例、以及其它影響銀行的國際交換安排下的責任。

24.3 The Customer acknowledges and agrees that the Bank may report and disclose any information (including but not limited to the Customer's identification details), document, certification or account details (including but not limited to the relevant account balances, gross amounts of relevant interest incomes, dividend incomes



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and withdrawals) given by or relating to the Customer, any beneficial owners, any Authorized Representatives or other representatives, any account with the Bank or any Transaction to the tax authorities, as required under the applicable local or foreign laws, regulations and rules and as determined by the Bank. The Customer also acknowledges and understands that the Bank's obligations imposed by applicable local or foreign laws are continuous.

客戶確認及同意，銀行可根據適用的本地或外國法律、規例及規則，由銀行決定向稅務當局報告及披露客戶、任何實益擁有人、任何獲授權人士或其他代表所提供或有關客戶、任何實益擁有人、任何獲授權人士或其他代表的任何資料(包括但不限於客戶的身份資料)、文件、證明或賬戶資料(包括但不限於有關的賬戶結餘、有關利息收入、股息收入及提款總額)。客戶亦確認及明白適用的本地或外國法律對銀行施加的責任是連續性的。

24.4 The Customer will, from time to time, supply the Bank with identity information and personal data in connection with the operation or continuation of any Account with the Bank or provision of Services. Failure to supply the information may result in the Bank being unable to effect a Transaction, provide the Services or operate or maintain any Account with the Bank. It may also result in the Bank having to withhold or deduct amounts as required under the local or foreign laws, regulations and rules. 客戶在銀行設立或延續任何賬戶或銀行提供服務，需不時向銀行提供身份資料及個人資料。未能提供資料可導致無法完成交易、提供服務或操作或維持在銀行的任何賬戶，亦可能導致銀行須根據本地或外國法律、規例及規則預扣或扣除款項。

24.5 Without limiting any other indemnity provided by the Customer, the Customer will indemnify the Bank, its Affiliates or agents on demand against any liability, reasonable loss or expense (including tax and levy) arising from the Customer's instructions, Account or provision of Services to the Customer, including as a result of any of the Customer's failure to comply with these Terms and Conditions or any other undertakings given by the Customer or its agent providing misleading or false information in respect of the Customer or any other person or matter in connection with these Terms and Conditions, unless the Bank is grossly negligent or guilty of wilful misconduct.

在不影響客戶提供的任何其它彌償保證的原則下，客戶須按要求就因客戶指示、賬戶或向客戶提供的服務所產生的任何法律責任、合理損失或開支(包括稅項及徵費)向銀行、銀行之聯屬公司或代理人作出彌償，包括因客戶未能遵守此等條款與細則或客戶給予的任何其它承諾或客戶的代理人就客戶本人或任何其他人士或事項提供有關此等條款與細則具誤導性或虛假的資料，除非銀行疏忽或銀行的故意不當行為有罪。

25. FINANCIAL CRIME PREVENTION COMPLIANCE

防止金融犯罪合規

25.1 The Bank is required to act in accordance with Applicable Laws, regulations, policies (including the Bank's policies) and request of statutory and regulatory authorities operating in various jurisdictions. These relate, amongst other things, to the prevention of money laundering, terrorist financing, bribery, corruption, actual or attempted tax evasion, fraud and the provision of financial or other Services to any persons which may be subject to sanctions. The Bank may in its sole discretion take any action as the Bank considers appropriate to comply with all such laws, regulations, policies and requests. Such action may include but is not limited to:

銀行須根據不同司法管轄區內的法定及監管機構的適用法律、規例、政策(包括銀行



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政策)及要求行事。其中包括關於防止洗黑錢、恐怖分子資金籌集、賄賂、貪污、實際或試圖逃稅、欺詐及向任何可能受到制裁的人士提供金融或其它服務。銀行具有全權酌情權決定採取銀行認為適當的任何行動，以遵守所有有關法律、規例、政策及要求。有關行動可能包括但不限於：

- (a) screening, intercepting and investigating any instruction, drawdown request, application for Services, payment or communication sent to or by the Customer (or on its behalf) and to or from the Customer's Account;
審查、截取及調查任何向客戶發出或由客戶(或代表客戶)發出，向或從客戶賬戶的任何指示、用款要求、服務申請、付款或通訊；
- (b) investigating and making further enquiries as to the source of fund or intended recipient of funds, the status and identity of a person or entity, whether they are subject to a sanction regime, and whether a name which might refer to a sanctioned person /entity actually refers to that person/entity;
資金的來源或預定收款人、個別人士或實體的狀況及身份進行調查及作進一步查詢，不論他們是否受制裁制度限制，及被指稱被制裁人士 / 實體的名稱是否確實指稱該名人士 / 實體；
- (c) combining and using information about the Customer, its personal data, beneficial owners, Authorized Representatives and other representatives, Accounts, Transactions, use of the Bank's Services with other related information possessed by the Bank or its affiliates;
將有關客戶、客戶的個人資料、實益擁有人、獲授權人士及其他代表、賬戶、交易、使用銀行服務的資料與銀行或銀行聯屬公司管有的其它相關資料合併及使用；
- (d) delaying, blocking, suspending or refusing to process any payment or instruction to the Customer or by the Customer in the Bank's sole discretion;
按銀行全權酌情權決定，延遲、阻截、暫停或拒絕處理給予客戶或由客戶發出的任何付款或指示；
- (e) refusing to enter or conclude Transactions involving certain persons or entities;
拒絕訂立或完成涉及若干人士或實體的交易；
- (f) terminating the Bank's relationship with the Customer;
終止銀行與客戶的關係；
- (g) reporting suspicious Transactions to any authority; and
向任何機關匯報可疑交易；及
- (h) taking any other actions necessary for the Bank or its affiliates to meet any legal, regulatory or compliance obligations.
採取銀行或銀行聯屬公司認為必要的任何其它行動，以履行任何法律、規管或合規責任。

25.2 To the extent permissible by law, neither the Bank nor any of the Bank's agents shall be liable for any loss (whether direct or consequential and including without limitation, loss of profit or interest) or damage suffered by the Customer or any third party, caused in whole or in part in connection with Financial Crime Prevention Compliance. For the purpose of this Clause 25, "Financial Crime Prevention Compliance" means any action to meet the compliance obligations relating to detection or prevention of financial crime that the Bank may take.

在法律容許的情況下，銀行或銀行的任何代理人概不就客戶或任何第三方所蒙受，全部或部分因防止金融犯罪合規事項而導致的任何損失(不論直接或繼後產生，並包括但不限於利潤或利息的損失)或損害承擔法律責任。本第25條「防止金融犯罪合規」指銀行可就偵測或防止金融犯罪以履行合規責任所採取的任何行動。



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26. CERTIFICATE CONCLUSIVE

證明文件的終局性效力

26.1 Subject to the Applicable Laws and regulations, and in addition to the Bank's Circular (as defined below), the Customer consents and authorizes the Bank to record all telephone calls, oral instructions and electronic mail communications from the Customer and/or any Authorized Representatives to the Bank. The Bank may inform the Customer or any Authorized Representatives on each occasion that the Bank makes such a recording. The Customer undertakes, represents and warrants that the Customer has notified and obtained the consent of the Authorized Representatives to the recording process described above.

根據適用法律及規例，並在銀行通告(定義如下)的基礎上，客戶同意並授權銀行錄音記錄所有由客戶及 / 或任何獲授權代表向銀行所發出的電話通話、口頭指示及電子郵件通訊。銀行可在每次進行錄音時通知客戶或任何獲授權代表。客戶承諾、聲明及保證已通知並獲得獲授權代表對上述錄音程序的同意。

26.2 For all purposes, including any legal proceedings, a certificate by an authorized signatory of the Bank as to the sums and liabilities for the time being due or incurred to the Bank by the Customer shall, in the absence of manifest error or fraud or negligence of the Bank, be conclusive evidence thereof against the Customer.

在所有用途上，包括任何法律程序，倘若銀行授權簽署人就客戶尚欠銀行或已發生之款項及責任發出證明，除非銀行存在明顯錯誤、欺詐或疏忽，該證明書應對客戶具有終局性效力的證據。

27. SUSPENSE ACCOUNT

暫記賬戶

The Customer acknowledges and agrees that the Bank may place and keep any money received in connection with any Account(s) to the credit of a suspense account on such terms and for such period as the Bank may think fit.

客戶確認並同意，銀行可將就任何賬戶所收取的款項存入並留存於暫記賬戶，並由銀行自行決定該等款項存放的條款及期限。

28. DISCLOSURE OF INFORMATION

資料披露

28.1 The Bank is authorized, if it so wishes, to obtain references in respect of the Customer from any person, including (if the Customer is an individual) an employer, and to obtain credit reports on the Customer, when considering whether to open and continue to maintain an Account for the Customer, or to provide or revise credit facilities to the Customer. The Bank shall not approach any proposed referee for the Customer unless the Customer has first confirmed to the Bank that the Customer has obtained the consent of such referee for his name to be used.

銀行為考慮是否為客戶開立及持續維持賬戶、續期賬戶或提供及調整信貸便利，獲授權向任何人士(包括若客戶為個人，則為其僱主)索取參考資料及信用報告。銀行在接觸任何擬作為客戶參考人選的人士前，須先獲客戶確認此等人士已同意以其姓名作為參考人。

28.2 The Customer authorizes the Bank to disclose any information regarding the Customer's banking relationship with the Bank and any Account to :

客戶授權銀行向下列人士披露有關客戶及其賬戶的銀行關係資料：



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- (a) any branch office of the Bank and any Bank Group Member anywhere in the world, any of the Bank Group Member's subsidiaries or Affiliates or their agents engaged to provide Services to them in their normal course of business;
銀行於全球範圍內的任何分行及銀行集團成員、該等集團成員的附屬公司或關聯企業，以及其為正常業務所聘用的代理人；
- (b) other banks, financial institutions, consumer credit grantors, credit bureaux, credit and payment card companies, debt collection agencies, credit reference agencies, governmental (wherever situate) and other regulatory authorities (wherever situate);
其他銀行、金融機構、信貸提供者、信貸報告機構、信用及支付卡公司、債務催收機構、信貸參考機構、任何政府及其他監管機構(不論其所在地)；
- (c) any actual or proposed transferee, assignee or successor of all or any part of the assets or business of the Bank.
銀行全部或部分資產或業務的實際或擬定受讓人、受讓方或繼承人。

It is agreed that such disclosure shall not constitute violation of the Bank's obligations of confidentiality.

雙方同意，上述披露不構成銀行違反保密義務。

28.3 Without prejudice to Clause 28.2, the Customer (if an individual) agrees to be bound by the Bank's Circular to Customers relating to the Personal Data (Privacy) Ordinance ("Circular") and to the use of personal data about him in the manner specified in the Circular, and agrees that the provisions of the Circular shall apply generally to the Bank's treatment of personal data about him. If the Customer is not an individual it shall ensure that all individual agents and staff members who in the course of their dealings with the Bank with respect to the operation and maintenance of the Customer's Accounts are or may be obliged to provide their personal data to the Bank have read, understood and agreed to the Circular.

除第28.2條另有規定外，若客戶為個人，客戶同意受銀行針對《個人資料（私隱）條例》制定的客戶通告(「通告」)約束，並同意銀行按通告所述方式使用其個人資料；若客戶非個人，則須確保所有與銀行往來涉及賬戶操作維護過程中有義務向銀行提供其個人資料的代理人及員工已閱讀、理解並同意該通告。

29. JOINT ACCOUNTS

聯名賬戶

If the Customer is constituted by more than one person:

若客戶由多於一人組成：

- (a) the obligations and liabilities of those persons to the Bank in connection with any Account shall be joint and several;
該等人士對銀行的義務及責任在任何賬戶均為共同及各別負責；
- (b) the Bank shall be entitled to act upon any request or instructions received from one or more such persons if such request or instruction is in accordance with the Signing Arrangement established pursuant to the Customer's mandate;
銀行有權根據客戶簽署安排，對來自該等人士之一人或多人之任何請求或指示行事；
- (c) subject to paragraph (d) below, the Customer authorizes the Bank to hold on the death of any of the persons constituting the Customer any credit balance in any Account and the securities and property of any description held in joint names to the



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order of the survivor(s) or the executors or administrators of the last survivor of the Customer subject to any claim or objection on the part of the Estate Duty Commissioner or any other competent authority, but without prejudice to (i) any right the Bank may have in respect of such balance, securities or property arising out of any mortgage, lien, charge, pledge, right of set-off, counterclaim or otherwise and (ii) any legal proceedings which the Bank may see fit to take in view of any claim by any person other than the survivor(s) or the executors or administrators of the last survivor of the Customer PROVIDED HOWEVER that the Bank may on the death of one or more of the persons constituting the Customer freeze all or any of such persons' Accounts with the Bank and/or any of their securities, properties, deeds or documents deposited with the Bank and hold the same to the order of the survivor(s) only after the relevant probate/letters of administration/certificate of exemption from estate duty shall have been granted and lodged with the Bank;

受限於下述(d)段規定，客戶授權銀行在組成客戶之任何人士去世時，將該人士在任何賬戶內的貸記餘額及以聯名持有的任何證券和財產，交付予生存者或該客戶最後一位生存者的執行人或管理人，惟須受遺產稅專員或其他有權機關的任何主張或異議所限制，但不影響 (i) 銀行因抵押權、留置權、擔保權、質押權、抵銷權、反訴權或其它權利對該餘額、證券或財產享有的任何權利，以及 (ii) 銀行基於除生存者或最後一位生存者的執行人或管理人以外之任何人提出的索償而可能採取的任何法律行動；惟銀行得於組成客戶之一人或多人去世時，凍結該等人士在銀行的全部或部分賬戶及 / 或其存放於銀行的任何證券、財產、契據或文件，並於相關遺囑認證書 / 遺產管理書 / 遺產稅豁免證書核發並提交銀行後，以待生存者的指示；

- (d) if any one or more of the persons constituting the Customer dies, any request or instruction issued by the Customer which is in accordance with the Signing Arrangement and received and acted on by the Bank before notice in writing of such death shall have been received by the Bank shall be binding upon the Customer and each of the persons constituting the Customer and their respective executors, administrators, successors and all other persons claiming from or under the Bank; upon receipt by the Bank of notice in writing of such death, the provisions of Clause 29(c) shall apply;

若任何客戶成員身故，而該等成員的授權安排下的指示於銀行收到死亡書面通知前已被接受並執行，則該指示對客戶全體成員及其繼承人具有約束力；銀行收到書面死亡通知後，適用29(c)條規定；

- (e) the Bank may at any time, apply all or part of the funds standing to the credit of any other Account (whether a joint account or an individual account) in the name of any person constituting the Customer with the Bank in or towards discharging any liabilities of any such person to the Bank;

銀行可隨時將任何客戶成員賬戶(不論個人或聯名)之部分或全部貸記資金用以抵銷該成員對銀行的任何債務；

- (f) the Bank shall be entitled to deal separately with any person constituting the Customer on any matter, including the discharge of any liability to any extent without affecting the liability of any other such person;

銀行有權就任何事項與任何一名客戶成員單獨處理，包括部分免除其責任，而不影響其他成員的責任；

- (g) in the absence of written instructions to the contrary, if an Account is maintained in joint names, each person constituting the Customer shall be entitled to operate and authorize closure of the Account individually and independently from the other(s); if, prior to acting on instructions received from one such person, the Bank receives contradictory instructions from another such person, it shall act thereafter only on the instructions of all persons constituting the Customer;

除非另行書面指示，聯名賬戶的任何成員均可獨立操作及授權結清該賬戶；銀行於收



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- 到一成員的指示後，如收到其他成員的相反指示，則須待所有成員共同行動方可執行；
- (h) any notice to any one person constituting the Customer will be deemed effective notification to all such persons;
向任一成員發出的通知即視為已向所有成員發出通知；
- (i) references to the Customer shall be construed, as the context requires, to any or all such persons.
根據上下文需要，「客戶」指任何或全部該等人士。

30. RESPONSIBLE USE OF SERVICES

負責任地使用服務

The Customer will use the Bank's Services responsibly. In giving instructions to the Bank to make payments or effect transactions, the Customer agrees to take reasonably practicable steps to safeguard the Customer's own interest, money and assets from fraud or other illegal activities. One of these steps for the Customer before giving instructions to the Bank is to use the information or tool made available to the public by the law enforcement agencies, governmental or regulatory authorities to check whether the party receiving payment from or transacting with the Customer is real and credible. Such information or tool includes Scameter made available by Hong Kong Police Force. Given the quantity of payment instructions received by the Bank from customers, it is not feasible in practice for the Bank to conduct the check for the customers before processing their payment instructions. It is therefore the duty of the Customer (and not the Bank) to check before giving instructions to the Bank.

客戶承諾負責任使用銀行服務。在向銀行發出付款或執行交易指示時，客戶同意採取合理可行的步驟保障自身利益、資金及資產免受欺詐或非法行為侵害。客戶使用的措施之一為在向銀行發出指示前，運用執法部門、政府或監管機構向公眾提供的資料或工具(例如香港警務處提供的「騙案指南」)核實接受付款方或交易對象的真實性及信譽。由於銀行需處理大量客戶付款指示，實際上無法代客戶檢查付款指示。因此檢查責任屬於客戶而非銀行。

31. DEBT COLLECTION

債務催收

If the Customer fails to pay any sum due to the Bank, the Bank may appoint a debt collection agency to collect it. The Customer shall indemnify the Bank against all fees and expenses reasonably and properly incurred by the Bank, including legal fees and debt collection agents' fees, in connection with demanding, collecting or suing to recover any sum payable by the Customer or other remedies resulting from the breach of any of these Terms and Conditions or any other agreement with the Bank. The Bank shall comply in all respects with the Code of Banking Practice in force from time to time in relation to collection of debts.

若客戶延遲支付應付銀行的款項，銀行得委任催收機構進行催收。客戶須就銀行因此合理產生的一切費用(包括法律費用及催收代理費用)予以彌償。銀行在催收過程中將完全遵守適用的《銀行業守則》。

32. NOTICES

通知

- 32.1 Without prejudice to any other provisions of these Terms and Conditions, any notice issued by the Bank shall be deemed to have been validly served if addressed to the Customer at the address for notices notified to the Bank in writing by the Customer



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from time to time or which appears in the Bank's records as the Customer's last known address. Any notice delivered personally shall be deemed to have been validly served at time of delivery. Any notice dispatched by letter postage prepaid shall be deemed to have been validly served immediately after posting, its return by the post office notwithstanding. Any notice sent by telex or by telefax shall be deemed to have been validly served at the time of transmission.

除本條款另有規定，銀行向客戶發出的任何通知，若寄送至客戶以書面形式通知銀行的通訊地址或銀行紀錄中之最後通訊地址，將視為有效送達。親身送達之通知，以送達當時生效；郵寄以預付郵資書信寄出，則寄出後即視為有效送達，無論郵件是否退回；以電傳或傳真發送，則於傳送時視為有效送達。

32.2 Any notice to the Bank shall be in writing and duly signed by or on behalf of the Customer using the specimen signature(s) in its current mandate and/or such other documents prescribed by the Bank and for the time being in effect in respect of the relevant Accounts. Notices from the Customers shall be addressed and delivered to the Bank at its principal place of business or such other offices or branches in Hong Kong for the time being selected by the Bank and notified to the Customer and shall be deemed to have been received only upon actual receipt by the Bank.

客戶向銀行發出的任何通知須為書面，並由客戶本人或授權人簽署，簽名須與當時生效之授權書及相關文件所列簽名式樣相符。通知應送交銀行總行或銀行當時指定通知客戶之香港分行，並於銀行實際收到通知時生效。

33. BUSINESS HOURS

營業時間

The business hours of the Bank may be extended or otherwise revised by the Bank in accordance with its business requirements. A notice posted in its branch offices shall constitute written notice to the Customer of such change. All business transacted within the extended or revised period shall be considered as having been transacted during normal business hours in the ordinary course of business.

銀行得根據業務需要延長或調整營業時間。銀行分行張貼之通知，視為書面通知客戶。所有於延長或調整營業時間期間完成的業務，均視為於正常營業時間內正常交易。

34. AMENDMENTS

修訂

34.1 The Customer agrees and accepts that subject to the Applicable Laws, the Bank may amend these Terms and Conditions at any time, subject to giving the Customer 30 days' prior notice (unless such amendment is not within the Bank's control) of the relevant amendment. If the Bank, in its reasonable opinion, considers that it is not practicable to notify the Customer by written notice, notice under this clause shall be deemed to be duly given to the Customer by displaying such notice at its branch offices for 30 consecutive days.

客戶同意並接受，受適用法律約束，銀行可隨時修訂本條款與細則，但須於修訂前至少30天書面通知客戶(除銀行無法控制的情況)。若銀行認為書面通知不切實際，則可透過在分行連續張貼通知30天視為通知客戶。

34.2 Where the Customer refuses to accept the amendment and chooses to terminate the relevant Account or (as the case may be) the relevant Service(s) to which the amendment relates within a reasonable period, the Bank shall, on the Customer's application, repay any annual or other periodic fee (if any), which can be separately



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distinguished, paid in advance in relation to such Account or (as the case may be) Service(s) on a pro rata basis unless the amount involved is minimal.

若客戶拒絕接受修訂，並在合理期限內選擇終止該賬戶或有關服務，銀行應按比例退還該賬戶或服務項下可獨立識別之已預繳年度或定期費用，除非金額微不足道。

35. NO WAIVER

不構成棄權

35.1 No failure or delay by the Bank in exercising or enforcing any right or remedy shall constitute a waiver of such right or remedy or limit, prejudice or impair the Bank's right to take any action or to exercise any right or remedy against the Customer without notice or demand, or render the Bank responsible for any losses arising therefrom nor shall any single or partial exercise by the Bank of its rights preclude any other or further exercise thereof or the exercise of any other rights or remedies. The Rights of the Bank are cumulative and not exclusive of any other rights, power, privilege, claim or remedy available at law or otherwise.

若銀行未有或延遲行使或強制執行任何權利或濟助，均不構成銀行放棄該權利或濟助，及不會限制、損害或妨礙銀行可無須作出通知或要求而對客戶採取任何行動或行使任何權利或濟助的權利，也不會使銀行須負責因而引致的任何損失，而銀行單一次或部分行使權利亦不妨礙銀行下次或進一步行使該權利或行使任何其它權利或濟助。銀行的權利是可累積的，而且不排除根據法律或其它原因享有的任何其它權利、權力、優先權、權利主張或濟助。

35.2 Without limiting the foregoing, no waiver by the Bank of any breach of the Agreement shall be deemed to be waiver of any subsequent breach by the Customer.

在不限制上述的原則下，銀行單一次放棄追究客戶違反協議，不得視為銀行放棄追究客戶其後的任何違反行為。

35.3 Time shall be of the essence but the Bank may grant time or other indulgence to the Customer or any other person, without in any way impairing or affecting any of the Bank's rights as against the Customer or any such other person.

時間是重要因素，但銀行可向客戶或任何其他人士給予時間或其它寬限，而不會以任何方式損害或影響銀行對客戶或該等其他人士享有的權利。

35.4 The Bank may accept late or partial payment of amounts due to the Bank or as settlement of any matters in dispute, without prejudice to any of the Bank's rights under the Agreement or at law, and it shall not be treated as an amendment to the Agreement nor waiver thereof.

銀行可接納延遲或部分支付銀行的應收款項或任何爭議事項的和解付款，但無損銀行在協議或法律下的權利，且不應視為對協議作出修訂或放棄有關權利。

36. CHANGE IN STATUS

狀況變動

36.1 The Customer's obligations and liability under the Agreement shall continue to be in full force and effect and be binding on the Customer notwithstanding:

即使出現以下情況，客戶在協議之下的義務及法律責任仍具有十足效力和作用並對客戶有約束力：

(a) the death, incapacity (whether mental incapacity or otherwise), bankruptcy or other legal disability of the Customer; or



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客戶身故、無行為能力(不論是精神上無行為能力或其它情況)、破產或在法律上無行為能力；或

- (b) any change by amalgamation, reconstruction or otherwise which may be made to the constitution of the Bank and any sale of all or any part of the Bank's undertaking and assets to another person.

銀行的組成因合併、重組或其它原因而出現任何變動，及銀行向他人出售其全部或任何部分業務及資產。

- 36.2 Upon the death of the Customer, all rights in and to the Account and assets shall automatically pass and be vested in the Customer's personal representatives who shall be liable to the Bank for all charges, obligations and liabilities of all Accounts and assets. Subject to any applicable legal obligations, the Bank shall hold any assets for the Customer's personal representative(s) and may release the same (without any liability or obligations on the Bank's part) in accordance with the written instructions of any such personal representative(s). The Customer's Account(s) can only be operated by its personal or other legal representative upon production of such evidence as required by the Bank.

在客戶身故後，賬戶及資產的所有權益將自動轉移及歸於客戶的遺產代理人名下，而遺產代理人須向銀行承擔所有賬戶及資產的所有收費、義務及法律責任。在任何適用法律義務的規限下，銀行將為客戶的遺產代理人持有任何資產，並且在不承擔任何法律責任或義務的情況下，根據任何該等遺產代理人的書面指示，釋放該等資產。客戶的賬戶僅能由其本人或其他法定代表人操作，且須出示銀行所要求的相關證明文件。

- 36.3 The Agreement shall be binding on and enforceable against the heirs, personal representatives and successors in title of the Customer and binding on and enforceable by the successors in title and assigns of the Bank.

協議對客戶的繼承人、遺產代理人及所有權繼承人有約束力及可對其強制執行，並對銀行的所有權繼承人及受讓人有約束力及可由其強制執行。

37. MISCELLANEOUS

其它條款

- 37.1 All transactions in relation to Accounts or otherwise with the Bank (whether or not also governed by these Terms and Conditions) shall be effected by means of the applicable transaction forms provided by the Bank for such purpose or in such other manner as the Bank may reasonably require. The Customer shall be deemed to be bound by terms and conditions imposed by the Bank in respect of such transactions whether appearing on relevant forms or not and whether or not the relevant forms or other documents required by the Bank are completed and/or signed by the Customer.

與賬戶或銀行之其它交易(無論是否受本條款與細則約束)均須以銀行為該等用途提供的適用交易表格或銀行合理要求的其它方式進行。客戶即使未於有關表格或銀行要求之其它文件簽署或填寫，亦視為受銀行就該等交易所施加之條款與細則約束，不論該等條款是否顯示於相關表格上。

- 37.2 Without prejudice to any other provision of these Terms and Conditions, the Bank shall be entitled to charge reasonable service and handling fees and charges in respect of all banking Services provided to the Customer and functions carried out for the Customer during the course of its banking relationship with the Customer. Details of these fees and charges are available on request and are displayed at all



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branch offices of the Bank.

在不影響本條款其它規定下，銀行有權就其於與客戶維持銀行關係過程中提供之所有銀行服務及為客戶執行之功能收取合理服務及手續費。該等費用詳情可要求時提供及張貼於銀行各分行。

- 37.3 Unless the context otherwise requires, references to the Customer shall, if the Customer is a sole proprietorship, include the sole proprietor and his successors in the business and, if the Customer is a partnership, include all the partners from time to time of the partnership and the successors to such partnership business. These Terms and Conditions shall be binding on the Customer and the Customer's successors notwithstanding any change in the constitution of the Customer or any such successors and, without limiting the foregoing, shall not be terminated or affected by the death or retirement of any parties or by any other change in the composition of any firm as aforesaid.

除非文義另有規定，若客戶為獨資經營，則客戶指獨資經營者本人及其業務繼承人；若為合夥企業，則包括合夥企業現時及歷任合夥人及該合夥業務的繼承人。本條款與細則對客戶及其繼承人均有約束力，無論客戶組織架構或繼承人有任何變更，且不因任何當事人的死亡、退休或合夥組成之變動而終止或無效。

- 37.4 Any forbearance or delay by the Bank in exercising any right or remedy shall not be deemed to be a waiver of such right or remedy, and any single or partial exercise of any right or remedy shall not preclude further exercise thereof. No course of dealing between the Customer and the Bank nor any waiver in any one or more instances shall be deemed a waiver in any other instance. The Bank's rights and remedies shall continue in full force and effect until they are specifically amended or waived in writing by the Bank.

銀行任何寬容或延遲行使權利或濟助不得視為該等權利或濟助已放棄。單一或部分行使該等權利或濟助，不排除銀行進一步行使。客戶與銀行間任何往來或一次或多次放棄權利，均不構成其它情況的放棄。銀行權利及濟助將持續有效，直至銀行書面明確修改或放棄。

- 37.5 If at any time any provisions or any part of any provisions of these Terms and Conditions become illegal, invalid or unenforceable in any respect under the laws of Hong Kong, the legality, validity or enforceability of the remaining provisions are not affected or impaired thereby.

如本條款與細則任何條文全部或部分因香港法律而成為非法、無效或不可執行，餘下條文之合法性、有效性或可執行性不受影響或不被損害。

- 37.6 These Terms and Conditions shall apply in addition to other rules, terms, conditions and requirements applicable to the use of the Accounts and/or Services (as may be amended or modified by the Bank from time to time). In case of any inconsistency or discrepancy between the rules, terms, conditions and requirements applicable to the use of the Accounts and/or Services and these Terms and Conditions, the former shall prevail, unless otherwise specified.

本條款與細則適用於賬戶及/或服務的使用並附加於銀行不時修訂適用於賬戶及/或服務之其它規則、條款及規定。賬戶及/或服務適用之其它規則條款與本條款與細有不一致，以前者為準，另有規定者除外。

- 37.7 The Customer agrees to comply with the rules, terms, conditions and requirements applicable to its use of accounts and/or Services, as may be amended or modified by the Bank from time to time with notice to the Customer. Its use of the Accounts



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and/or Services is also subject to the rules of the Hong Kong Association of Banks, and of any organization providing clearing, settlement or similar services to the Bank. The Bank may do or refrain from doing anything that it believes is required in order to comply with any laws, regulations, rules and practices, including the rules, codes, guidelines and practices of regulatory authorities, the Hong Kong Association of Banks, exchanges and clearing houses. All such actions and omissions bind the Customer.

客戶同意遵守銀行不時修訂並通知客戶的賬戶及 / 或服務之相關規則、條款、條件及規定。賬戶及 / 或服務之使用亦須遵守香港銀行公會及提供清算、結算或類似服務之機構的規則。銀行可為遵守法律、法規、規則及慣例(包括監管機構、香港銀行公會、交易所及清算所的規則、守則、指引及慣例)而採取或放棄任何行動，該等行動或不作為對客戶具約束力。

37.8 The Customer will, where necessary, obtain and maintain at its own cost, suitable equipment, facilities and connections (including computer, software and communications connections) to access a Service. The Customer is responsible for all telecommunication, internet service and other charges incurred in using a Service. 客戶須自費取得並維持使用服務所需之適當設備、設施及聯繫(包括電腦、軟件及通訊連接)。客戶負責支付使用服務所產生之所有電訊、互聯網及其它費用。

37.9 The Bank may at any time recover from the Customer any erroneous payment. 銀行得隨時向客戶追回任何錯誤付款。

37.10 These Terms and Conditions constitute the entire agreement and understanding of the Customer and the Bank with respect to the subject matters and supersede all oral communication and prior writings with respect thereto. 本條款與細則構成客戶與銀行就相關事項的完整協議，並取代所有有關的先前口頭及書面溝通。

37.11 Without affecting other methods of communications under these Terms and Conditions, communications are deemed to be received by the Customer: 於不影響本條款與細則另有規定的其它通訊方法情況下，任何以以下方式發出之銀行通知，均視為客戶已收悉：

- (a) on posting for 3 Business Days in one or more of the Bank's banking halls in Hong Kong;
在銀行香港一間或多間大堂張貼滿3個營業日；
- (b) when posted on the Bank's website;
銀行網站張貼時；
- (c) when left at any of the Customer's address on the Bank's record, or 48 hours after mailing to such address or 7 days if the address is outside Hong Kong; or 送達至銀行紀錄的客戶地址、或寄送至銀行記錄的客戶地址後48小時後(香港境外地址為7天後)視為收到；
- (d) when sent by electronic mail or facsimile to any of the Customer's email address or facsimile number on the Bank's record,
發送至銀行紀錄中客戶的電郵地址或傳真號碼時，
notwithstanding return through the post (in the case of a mailing), or the Customer's death or incapacity.
即使郵件被退回，或在客戶死亡或喪失行為能力情況下亦成立。



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37.12 The Bank will endeavour to notify the Customer in advance of any activities in the Accounts. The Customer acknowledges that the Bank reserves the right in relation to take any necessary or appropriate action with respect to the Accounts permitted by and/or required by laws or regulations without prior notice to the Customer in advance of any such action.

銀行將盡量提前通知客戶賬戶中任何活動。客戶承認銀行有權就賬戶依法律或規例所允許或要求採取必要或適當行動，該等行動可無須提前通知客戶。

37.13 For the avoidance of doubt, it is hereby expressly declared that these Terms and Conditions shall continue to apply and have effect irrespective whether or not any notice of change in name of the Customer has in fact been sent to and received by the Bank.

為免疑義，本條款與細則無論是否實際發生客戶名稱變更通知，均持續有效。

37.14 Unless otherwise provided herein, the Bank may at any time and without giving any reason therefor, block or suspend any account (and later remove the block or suspension) or withhold any amounts in any Account, in each case for such duration as the Bank deems fit. The Bank will give reasonable prior notice to the Customer, to the extent practicable and permitted by Applicable Laws. Notwithstanding the foregoing, under exceptional circumstances, no prior notice to the Customer is required. Such exceptional circumstances may include, without limitation, where the Account or Service is being used for criminal activities or is not maintained in a manner satisfactory to the Bank or if the Bank is required by Applicable Laws to do so, or if the Bank needs to comply with internal policies (which will be notified to the Customer in advance) or with any applicable order or sanction of an authority or court or regulatory body of the competent jurisdiction. The Customer shall not hold the Bank responsible for any loss or damage suffered thereby.

除非另有規定，銀行可隨時(無需說明理由)封鎖或暫停任何賬戶(並稍後取消封鎖或暫停)，或凍結賬戶中的任何金額，期限由銀行決定。於可行及適用法律許可的範圍內，銀行將提前通知客戶。儘管有上述規定，在特殊情況下，無需事先通知客戶。該等特殊情況包括但不限於如賬戶用於犯罪活動、賬戶維護不當、依照適用法律要求或為遵從內部政策(將會事先給予客戶通知)及主管機關命令制裁等，可不事先通知。客戶不得因而向銀行追究任何損失或損害。

37.15 The Bank has the right to restrict the access to an Account or impose conditions and service charges thereof if such account has been inactive for a period as determined by the Bank.

若賬戶長期不活躍，銀行有權限制該賬戶之存取、增加賬戶存取之條件及收取相關服務費。

37.16 The ownership and all copyright and other intellectual property rights of any nature in or relating to the Bank's Services, website, materials, software or documentation vested in the Bank or, if provided by a third party, in that party. No right, licence or interest is granted to the Customer except a licence to access solely for the purposes of the Bank's Services. The Customer will not copy, disseminate, exploit or change any information (including software) provided by the Bank or use them for any purposes other than for the Customer's own reference.

銀行服務、網站、資料、軟件或文件之所有權及版權、其它智慧財產權屬銀行或第三方所有(如由第三方提供者所擁有)。客戶僅獲授權為使用銀行服務目的而獲取該等權利、許可或權益。客戶不得複製、散布、利用或更改該等資訊(包括軟件)，亦不得用於客戶個人參考之外之用途。



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38. ASSIGNMENT

轉讓

38.1 These Terms and Conditions are for the benefit of the Bank and its successors and assignees, notwithstanding any change by way of merger, amalgamation, consolidation or otherwise in the constitution of the Bank or any such successors or assignees. The Customer confirms and agrees, in advance, that the Bank may assign or otherwise transfer any of its (i) rights and/or (ii) obligations under these Terms and Conditions and any related transactions and/or in or under any securities, deeds, documents and properties over which it has a security interest and may deliver the same to the successor(s), assignee(s) or transferee(s), who shall become vested with all the rights and/or obligations formerly vested in the Bank. The Bank shall be released from any liability in respect of those rights and/or obligations.

本條款與細則利益歸屬銀行及其繼承人及受讓人，不論銀行或其繼承人受合併等組織變更影響與否。客戶事先同意銀行得轉讓或移轉本條款與細則及相關交易之任何權利及 / 或義務，及任何有抵押權益之證券、契約、文件、財產予繼承人、受讓人或受讓方，該等繼承人、受讓人或受讓方將承繼銀行之權利及義務，銀行因此得免除相關責任。

38.2 The Customer shall not assign or transfer any of its rights under these Terms and Conditions or any contracts or transactions effected under them.

客戶不得轉讓或移轉其於本條款與細則下或依其執行的任何合約、交易之權利。

39. CONFLICT

衝突

If there shall be any conflict between these Terms and Conditions and any other terms and conditions governing Services, facilities and products of the Bank and general descriptive information about the Bank's Services which specifically concern the Code of Banking Practice endorsed by the Hong Kong Monetary Authority (as amended from time to time), these Terms and Conditions shall prevail.

本條款與細則如與銀行服務、設施及產品相關的其它條款及規則(包括香港金融管理局批准的銀行業守則及其不時修訂內容)不一致，應以本條款與細則為準。

40. RIGHTS OF THIRD PARTIES

第三方權利

Unless expressly provided to the contrary in these Terms and Conditions, a person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any provision of these Terms and Conditions. Notwithstanding any provision of these Terms and Conditions, the consent of any third person who is not a party to these Terms and Conditions is not required to rescind or vary these Terms and Conditions at any time.

除本條款與細則另有明文規定外，非本條款與細則締約方的人士無權根據香港法例第623章《合約(第三方權利)條例》執行或享有本條款與細則任一規定之權利。儘管本條款與細則有所規定，任何非本條款與細則締約方之第三方同意非屬本條款與細則變更或取消之必要條件。



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41. GOVERNING LAW

適用法律

These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and the parties to these Terms and Conditions agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection with any suit, action or proceeding arising out of or in connection with these Terms and Conditions.

本條款與細則受香港法律管轄並依其解釋，本條款與細則的締約方同意如因本條款與細則引起或有關之訴訟、行動或程序，均由香港法院非專屬管轄。

42. LANGUAGE

語言

In the event of there being any difference between the English and Chinese versions of these Terms and Conditions, the English version shall prevail for all purposes.

本條款與細則如中英文版本有任何差異，均以英文版本為準。



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PART B – BANK ACCOUNT SERVICES

B部分 - 銀行賬戶服務

This Part B will only apply if the Customer chooses to open and/or use any of Accounts and Services below. The provisions in this Part B should be read in conjunction with the General Provisions in Part A of these Terms and Conditions. In the event of any inconsistency between the provisions in Part A and Part B, the provisions in Part B shall prevail.

本B部只於客戶開立及 / 或選用以下任何銀行賬戶及服務時適用。B部分的條文須與條款與細則A部分的一般條文一併閱讀。如A部分與B部分的條文有任何歧義，應以B部分的條文作準。

1. DEPOSITS

存款

- 1.1 This provision shall apply to deposits placed with the Bank by any means as may be made available by the Bank from time to time. Deposits may only be placed with the Bank in such manner as may be determined by the Bank from time to time. All deposits are subject to verification.

本條文適用於銀行不時提供的任何方式向銀行存入之存款。存款只能以銀行可能不時決定的方式存入。所有存款均須進行核查。

- 1.2 The Bank may require a minimum deposit balance to be maintained in each Account over such periods as determined by the Bank. Deposit balances below the Bank's prescribed minimum amount may not earn interest, and may be subject to a charge in the amount determined by the Bank. The Bank may limit the amount that may be deposited.

銀行可能要求客戶的賬戶在銀行所決定的一段時期內維持最低的結餘。低於銀行所訂的最低結餘的存款可不計算利息，並可能須支付費用，費用金額由銀行決定。銀行可以限制可存入的存款金額。

- 1.3 Deposits not made in cleared funds, including but not limited to cheques drawn on a bank in Hong Kong, may not be available to be drawn or used and do not become effective, until the proceeds have been unconditionally received by the Bank. Such deposits are accepted at the Bank's discretion and only for collection. The Bank and third parties' charges will be debited from the collection proceeds. Acting reasonably, the Bank is not liable for any loss or destruction in the process of collection or otherwise or for any loss arising from any failure or delay to present an Item.

以尚未結算資金作出的存款(包括但不限於由香港銀行付款的支票)，在銀行無條件地收到相應款項前均不可提取或使用，且不屬於有效存款。是否接受該等存款由銀行酌情決定，若接受亦僅為託收之目的。銀行及第三方的收費將從託收所得的款項中扣除。在銀行合理地行事的情況下，銀行對在託收或其它過程中的任何損失或毀壞，或因沒有或延遲提示某支付工具而導致的任何損失，概不負責。

- 1.4 Items drawn on overseas drawees may be given immediate value on the date of deposit subject to a charge in the amount determined by the Bank (which includes interest to cover the period until cleared funds are received). Deposits funded by overseas Items may not be withdrawn once deposited until after a period determined by the Bank.

由海外付款人付款的支付工具可於存款日立刻計值，但銀行可收取其決定數額的費用，該費用包括直至收訖清算資金期間的利息。以海外支付工具提供資金的存款於銀行決定的期間不可提取。



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1.5 Cheques drawn on foreign banks will be accepted for deposit at the Bank's discretion.
由國外銀行出具的支票，銀行將酌情處理是否接受為存款。

1.6 The Bank may at any time without giving any reason refuse to accept any cheque or financial instrument in any currency for deposit (including without limitation in cases where the payee's name is not identical to the Customer's name). If any cheque or financial instrument is deposited after the Bank's daily cut-off time, it may not be processed until the following Business Day.

銀行可隨時拒絕接受任何幣別的支票或金融工具作為存款(包括但不限於支票收款人姓名與客戶姓名不符的情況)，而不給予任何原因。如果支票和其它金融工具在銀行每日截止時間之後存入，則可能直至銀行下一個營業日方可處理。

1.7 The Bank may recover from the Customer any loss arising from the non-payment of an Item including any drawing against the Item. The Bank may reverse any credit entry and levy a charge. The Bank may, at the Customer's risk, return an unpaid Item by post to the Customer.

銀行可就因支付工具沒有付款(包括就該支付工具的任何提款)而引起的任何損失向客戶追討。銀行可沖銷任何存款記賬並徵收費用。銀行可以將未付款的支付工具郵寄回客戶，風險由客戶承擔。

1.8 The Bank may give the Customer details of any cheque deposited into an account which is dishonoured as soon as practicable.

銀行可在實際可行的情況下盡快向客戶提供任何存入賬戶而不兌現支票的詳細資料。

2. WITHDRAWALS / FUND TRANSFERS

提款 / 資金轉賬

2.1 Withdrawals from each Account may only be made in such manner and on such terms and conditions as may be prescribed by the Bank from time to time upon notice to the Customer. Only cleared funds may be withdrawn.

各類賬戶的提款僅可按銀行不時規定並通知客戶的方式、條款與細則進行。只有已結算的款項才可被提取。

2.2 Withdrawals from each Account may be made only upon receipt by the Bank of withdrawal instructions satisfactory to it, and the Customer shall be liable for all such instructions irrespective of whether the relevant Account is in credit or otherwise. However, in the absence of any express agreement to the contrary, the Bank is not bound to honour any withdrawal instruction if there are insufficient funds in the Account and charges may apply.

各類賬戶的提款僅在銀行收到其信納的提款指示後方可進行，而客戶須對所有該等指示承擔責任，無論有關賬戶是否有貸方結餘或其它情況。然而，在沒有任何相反的明確約定的情況下，如賬戶內並無充足資金，銀行並不受約束履行任何提款指示，並可能收取費用。

2.3 In the event that the Bank receives more than one instruction for the withdrawal of funds which in aggregate would exceed the amount standing to the credit of the Customer's Account, the Bank shall be entitled at its sole discretion to select which instructions shall be executed, without reference to the date of dispatch or time of receipt of such instructions.

倘銀行收到一項以上提款指示，而該等提款總額超過客戶賬戶內的貸記餘額，則銀行可按其全權酌情權決定執行該等任一指示，而無須考慮該等指示發出的日期或收



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到該等指示的時間。

- 2.4 If an instruction to transfer funds is received after the Bank's daily cut-off time, the Customer's Account may be debited at the time the instruction is received, but the instruction may not be processed until the next Business Day.
對於在銀行每日截數時間後收到的轉賬指示，有關款項將於收到指示時從客戶的賬戶扣除，而轉賬指示將於下一個營業日處理。
- 2.5 Payment of a draft or cashier order may be refused if it has in any way been altered or mutilated.
有任何更改或破損匯票或本票可被拒付。
- 2.6 The Customer agrees that in respect of a transfer of funds, such funds are sent entirely at the Customer's sole risk in every respect and the Bank shall not, in the absence of negligence or wilful default on the Bank's part, be liable for any mutilation, interruption, omission, error, neglect, default, mistake or delay which may occur in the transmission of any message or arise from misinterpretation by any mail, telegram, cablegram, wireless, telegraphy or telex company, internet service provider or by the Bank, the Bank's correspondent, agent or sub-agent or any employee of the aforesaid or through any other cause beyond the Bank's control.
客戶同意在資金轉賬的過程中，客戶須在各方面獨自承擔所有該等資金轉賬的風險，而在銀行並無疏忽或故意失責的情況下，銀行無須對任何訊息傳送過程中可能發生、或對因任何郵件、電報、電纜電報、無線通訊、電報或電傳公司、互聯網服務供應商或銀行、銀行的代理行、代理人或分代理人或上述一方的任何僱員或任何其它超出銀行控制範圍之外的原因所產生之錯誤詮釋，而可能產生的任何損毀、中斷、遺漏、錯誤、疏忽、失責、失誤或延遲承擔責任。
- 2.7 The Bank is authorized (but is not obliged) to arrange currency conversions of amounts in any of the Customer's Accounts in order to settle any liability incurred or to be incurred in connection with Transactions effected or to be effected for the Customer or any of the Bank's obligations to the Customer and the Customer shall bear the cost of such conversion.
銀行獲授權(但無義務)安排任何客戶賬戶內的金額進行貨幣兌換，以清償與為客戶進行或擬進行交易或與銀行對客戶的任何義務有關而產生或將產生的任何支付責任，而客戶須承擔該等兌換所需的費用。
- 2.8 Requests to stop or vary a payment or for a refund will only be processed after production of satisfactory document of identity and authorization including evidence of loss (where applicable) and an indemnity satisfactory to the Bank. The Bank is not responsible if the payment cannot be stopped or varied.
止付或更改支付或退款的要求只會在出示令銀行信納的身份證明及授權文件包括損失證明(如適用)及作出令銀行信納的彌償保證後才作處理。如不能止付或更改付款，銀行無須負責。
- 2.9 The Customer hereby declares that all payments and transfers of funds will not be related to any terrorist, money laundering activities and/or any illegal / financial crime activities. In order to comply with relevant regulatory and international standards for combating money laundering and terrorist financing activities as well as other legal and regulatory requirements, the Customer agrees and authorizes the Bank to make disclosure of the Customer's data and the details of the payments and transfer of funds. The Customer understands that such information will be made available to



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law enforcement authorities, financial intelligence units, government agencies and receiving financial institutions for identifying, reporting and investigation of suspicious Transactions.

客戶在此聲明所有款項的支付和轉賬都不會涉及任何恐怖主義及 / 或洗錢活動及 / 或非法 / 金融犯罪活動。為符合打擊洗錢和恐怖分子資金籌集活動的相關監管和國際標準要求以及其它法律法規的要求，客戶同意並授權銀行披露客戶款項支付和轉賬之資訊及詳情。客戶理解此類資訊將供執法機構、金融情報機構、政府機關及收款金融機構以確定、報告及調查可疑交易。

3. SAVINGS ACCOUNTS

儲蓄賬戶

- 3.1 No savings Account passbook will be issued to the Customer. All Transactions on savings Accounts will be recorded in statements of account.

客戶將不獲發儲蓄賬戶存摺。所有儲蓄賬戶交易均會記錄於賬戶結單內。

- 3.2 Any election by the Customer as to the currency in which a foreign currency savings Account is to be denominated shall be irrevocable.

客戶對外幣儲蓄賬戶計價貨幣的選擇為不可撤銷。

- 3.3 Interest at the rates from time to time determined by the Bank, details of which are available upon request, displayed at the Bank's branch offices will accrue on the daily balance credited to savings Accounts. Accrued interest will be credited to the Customer's savings Account every month.

儲蓄賬戶每日結餘將按銀行不時釐定的利率計息，利率詳情可於查詢時提供，並於銀行分行展示。計算的利息將每月存入客戶的儲蓄賬戶內。

- 3.4 The Bank reserves the right to charge (i) additional banking fees in such amounts as the Bank shall from time to time determine if the average monthly balance (as determined by the Bank) in any savings Account with the Bank falls below such amount as the Bank may from time to time determine and (ii) a periodic service charge of such amount as the Bank may from time to time determine if, in the Bank's opinion, any savings Account is inactive or has a balance in the Bank's unclaimed balances account.

銀行保留權利：(i) 若任何儲蓄賬戶的平均每月結餘(由銀行釐定)低於銀行不時釐定的金額，將收取額外銀行手續費；及(ii) 若銀行認為任何儲蓄賬戶屬非活躍或於銀行的無人認領賬戶內有結餘，將收取銀行不時釐定的定期服務費。

4. CURRENT ACCOUNTS

往來賬戶

- 4.1 Blank cheques will be provided by the Bank. When a cheque book is required, the Customer must sign an application form supplied by the Bank in accordance with its mandate, using the same signature, chop and/or seal and Signing Arrangement as recorded on the Bank's file. If the Customer does not apply in person, the Bank may at its discretion deliver the cheque book to the Customer's Authorized Representative, or forward it to the registered address of the Customer by mail or by hand at the Customer's expense, costs may be debited by the Bank from any Account of the Customer.

銀行將提供空白支票。當需要支票簿時，客戶必須填寫銀行提供的申請表，並依照銀行檔案記錄的授權簽名、印章及簽署安排，以相同方式簽署。如客戶未親自申請，



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銀行可酌情將支票簿交付客戶之獲授權代表，或以郵寄或親手方式送達客戶的登記地址，相關費用由客戶承擔，銀行可從客戶任何賬戶扣除。

- 4.2 Upon receipt of a cheque book, the Customer should count the number of cheques carefully and examine the account and serial numbers printed thereon to ensure there are no discrepancies and read the conditions printed on the inside of the cover of the cheque book which form part of these Terms and Conditions. Cheque books should at all times be kept under lock to safeguard against loss or theft.

客戶收到支票簿後，應仔細點算支票數量，並檢查支票上印刷的賬號及序號，以確保無誤，且應閱讀支票簿內頁印刷的條件，此為本條款與細則的一部分。支票簿應妥善保管，以防止遺失或被竊。

- 4.3 Cheques should not be pre-signed in blank. All alterations on cheques must be authenticated by the full signature or signatures of the drawer near the place where such alterations have been made. Initials and abbreviations shall not be used (as the same can be forged easily), unless previous arrangements have been made in respect thereof. The Customer agrees that the Bank shall not under any circumstances be held liable for losses arising from unauthorized alterations to cheques and the Bank shall be entitled to honour cheques even though they are so altered and to debit the Account accordingly provided that the alterations are not reasonably apparent or detectable.

支票不得空白預先簽署。支票上的任何更改，須由開票人於更改附近以完整簽名認證。不得使用縮寫或簽名首字母（因易被偽造），除非事先另有約定。客戶同意銀行在任何情況下均不對因未經授權之支票更改而產生的損失負責，且銀行有權支付該等更改的支票並相應扣款，前提是該等更改並非明顯或易被察覺。

- 4.4 All cheques must be written in non-erasable ink or ball point pen. Cheques or other instructions to the Bank must be signed in accordance with the Customer's mandate, using the same signature(s), chop and/or seal and Signing Arrangement as recorded on the Bank's file in respect of the Account. The Bank shall not be obliged to honour any cheque or act upon any instruction if the signature upon it does not appear to conform to the Customer's specimen signature(s) or the specimen signature(s) of its Authorized Representative(s) on the Bank's file or where the cheque or instruction is not signed or given in accordance with the Customer's mandate and any relevant Signing Arrangement.

所有支票須以不可擦拭之墨水或原子筆書寫。支票或其它給銀行之指示，必須依客戶授權書中記錄的簽名、印章及簽署安排簽署。若簽名與銀行存檔的客戶或獲授權代表之簽名式樣不符，或支票 / 指示未依授權書簽署，銀行無義務支付該支票或執行相關指示。

- 4.5 The Customer shall exercise care when drawing cheques and agrees that cheques shall not be drawn by any means and/or in any manner which may enable a cheque to be altered or may facilitate fraud or forgery. The Customer agrees when issuing a cheque to :

客戶簽發支票時應謹慎，並同意不得以任何可能讓支票被更改或助長欺詐或偽造之方式或方法簽發支票。客戶同意開出支票時應：

- (a) delete the words "OR BEARER" from, and cross, any cheque which is sent through the post, by courier or by other persons;
刪除並劃去「或持票人」（OR BEARER）字樣，尤其寄送郵件、快遞或由其他人士代送之支票；



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- (b) write the amount, both in words and figures, as close as possible to each other and to the left-hand margin so as to leave no space for other insertions;
以文字及數字方式將金額盡量靠近且靠左書寫，以避免其它空位被補寫；
 - (c) write the word “only” after the amount in words;
在文字金額後書寫「僅此金額/正」(“only”);
 - (d) use only Arabic numerals when writing the cheque's amount in figures.
以阿拉伯數字書寫支票金額。
- 4.6 If a signed cheque is lost or stolen, the Customer must immediately report the loss or theft to the Bank in writing duly signed with the same signature, chop and/or seal and Signing Arrangement as recorded in the Bank's files with instructions to stop payment of such cheque. If the cheque is stolen, the Customer should also report the loss to the nearest police station. The Bank shall not be liable to the Customer if the cheque is paid prior to the receipt of the instructions to stop payment. If any blank cheques are lost, the Customer shall notify the Bank immediately and request their cancellation. Any instructions countermanding a cheque by the Customer must include complete and accurate details of the number of the cheque, the name of the payee and the amount and date. The Bank shall only comply with such instructions if all such details accord strictly with those of the cheque presented for payment. The Customer agrees to indemnify the Bank against all reasonable losses and expenses it may incur resulting from the non-payment of the cheque on presentation.
若已簽署支票遺失或被竊，客戶須立即以書面形式通知銀行，並依銀行存檔簽名、印章及簽署安排簽署，指示停止支付該支票。支票被竊時，客戶應同時向最近警署報案。銀行在收到停止支付指示前若已支付該支票，不負任何責任。空白支票遺失時，客戶亦應即時通知銀行並要求註銷。客戶撤銷支票指示須包含完整且準確的支票號碼、收款人名稱、金額及日期。只有當指示詳情與提示付款支票完全一致時，銀行才會遵從指示。客戶同意就因不支付該提示支票而導致銀行蒙受的合理損失及費用予以彌償。
- 4.7 The Customer agrees to indemnify the Bank and keep the Bank indemnified against, and agrees that the Bank is entitled to debit any Account to compensate the Bank for, all reasonable claims, demands, actions, damages, costs, losses, expenses (including legal fees) and other sums which the Bank may properly incur or pay by reason of or as a consequence of the Bank paying pursuant to a cheque or other document that is lost, stolen, unlawfully used, fraudulently altered or forged and not as a result of the Bank's negligence, wilful default or fraud.
客戶同意賠償並維持彌償銀行，且銀行有權從任何賬戶扣款，以彌償銀行因支付因遺失、竊取、非法使用、欺詐性更改或偽造之支票或其它文件所合理招致或支付的所有合理索賠、要求、訴訟、損害、費用、損失、開支(包括律師費)及其它款項，惟不包括因銀行疏忽、故意失職或欺詐所致。
- 4.8 The Bank shall return to the relevant collecting bank any cheque which is incorrectly completed, altered without authorization, post-dated, stale or which has any discrepancies that the Bank considers will jeopardize the parties concerned. The Bank reserves the right to impose a reasonable handling charge and recover from the Customer any expenses incurred by the Bank as a result of returning the cheque. 銀行將退還任何填寫錯誤、未經授權更改、支票日期在未來(期票)、逾期或包含銀行認為可能危及相關方之異常情況的支票予相關收款銀行。銀行保留收取合理手續費及向客戶追討因退還該等支票而產生的費用權利。
- 4.9 The Bank shall not honour any cheque if the Account on which it is drawn is not in



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funds unless special overdraft arrangements have been agreed. If temporary overdraft facilities are granted by the Bank, the Customer shall undertake to refund to the Bank the whole amount so overdrawn with interest thereon at a rate prescribed by the Bank as applicable to the overdraft facilities granted in its ordinary course of business to customers or at such other rate as may be agreed between the Bank and the Customer. The Bank reserves the right to impose a charge determined by the Bank in its discretion for every dishonoured cheque.

除有特別透支安排外，賬戶內無足夠資金時，銀行不予支付支票。若銀行批准臨時透支，客戶須承諾以銀行按正常業務準則向客戶提供透支的利率或雙方另約利率，連同利息全數償還銀行。銀行對於每張因資金不足而拒付之支票，保留酌情收取費用之權利。

- 4.10 The Customer shall pay the fees and charges stipulated by the Bank from time to time and the Bank's other out of pocket expenses incurred with respect to stopping payment of a cheque or any countermanding instructions from the Customer. Details of any such fees, charges and expenses connected are available at the request of the Customer and are displayed at all branches of the Bank in Hong Kong.

客戶須支付銀行不時訂定的停止支付支票或撤銷指示之費用及其它代墊支出。相關費率及收費詳情可應客戶要求提供，並於銀行香港所有分行公示。

- 4.11 Order cheques to be credited to an Account must be properly drawn in favour of the Customer. Cheques drawn to the order of a third party and specially endorsed in favour of the Customer or blank endorsed may be accepted for deposit at the sole discretion of the Bank without prejudice to its rights to claim from the Customer any loss arising from such acceptance. The Customer shall undertake to refund in full to the Bank immediately upon request any loss sustained by it by reason of the Bank allowing the Customer to draw against uncleared cheques or endorsed cheques or from any other cause whatsoever.

存入至賬戶之指定抬頭人支票，必須以正確方式開出予客戶。以第三方為付款對象且特別背書予客戶或空白背書之支票，銀行可自行決定接納存入，但不影響銀行因該等接納而引起的損失向客戶索償的權利。客戶須承諾，若因銀行容許客戶使用未清算支票或背書支票提款或其它原因造成銀行損失，應立刻全額賠償銀行。

- 4.12 Unless otherwise agreed, no interest is payable on any credit balance maintained with a current Account.

除非另有約定，往來賬戶所保持的存款餘額不支付利息。

- 4.13 The Bank reserves the right to charge (i) additional banking fees in such amounts as the Bank shall from time to time determine if the average monthly balance (as determined by the Bank) in any current Account with the Bank falls below such amount as the Bank may from time to time determine and (ii) a periodic service charge of such amount as the Bank may from time to time determine if, in the Bank's opinion, any current Account is inactive or has a balance in the Bank's unclaimed balances account.

銀行保留權利：(i) 若任何往來賬戶之平均月結餘（由銀行釐定）低於銀行不時釐定之金額，將收取額外銀行費用；及(ii) 若銀行認為任何往來賬戶屬非活躍賬戶或賬戶餘額存於銀行無人認領賬戶，將收取銀行不時釐定之定期服務費。

- 4.14 The Bank shall exercise reasonable care in relation to the custody and presentation of cheques presented by the Customer for collection but shall not be liable for loss suffered by the Customer as a result of any loss or destruction of cheques or delay



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in presentation thereof in the absence of negligence on the part of the Bank. The Bank shall incur no liability as a result of any loss or destruction of cheques or delay in presentation while the cheques are in the custody of any properly authorized third party through whom such cheques are presented for collection. The Bank shall not be liable for any consequential loss arising as a result of the loss or destruction of cheques or their delay in presentation.

銀行對於客戶提示收款之支票，將盡合理注意保管及提示事宜，但若非因銀行過失而導致支票遺失、毀損或延誤提交，銀行不承擔因此造成客戶之損失。支票在透過經授權之第三方提示收款時，如發生遺失、毀損或延誤，銀行亦不負責。由於支票遺失、毀損或延誤提示所引起的任何衍生損失，銀行概不負責。

5. TIME DEPOSIT ACCOUNTS

定期存款賬戶

5.1 Funds for the opening of a time deposit Account with the Bank shall be paid to the Bank in the following manner :

開立銀行定期存款賬戶之款項應以以下方式支付予銀行：

- (a) by cheque in favour of the Customer; or
以抬頭為客戶支票支付，；
- (b) by debiting a designated account of the Customer with the Bank;
由銀行扣除客戶指定賬戶；
- (c) by remittance in the form of telegraphic transfer in favour of the Customer;
以電匯方式匯款，收款人為客戶；
- (d) by such other form and manner acceptable to the Bank.
其它銀行可接受之方式與形式。

5.2 Interest on a time deposit shall be determined by the Bank. Details of applicable interest rates are available upon request and displayed at the Bank's branch offices. Interest shall accrue on the daily balance of a time deposit, calculated on the basis of the actual number of days elapsed (including the first day of the period during which it accrues but excluding the last) and a 360/365 day year.

定期存款之利率由銀行釐定。有關適用利率之詳情可於客戶可向銀行查詢時提供，亦於銀行分行展示。利息將按定期存款每日的餘額計算，計息基準為一年三百六十天或三百六十五天實際經過之天數(包括累計期間首日，但不包括末日)計算。

5.3 Interest shall be payable on the maturity date of the time deposit or at such other times as may be agreed with the Bank. The Customer shall give the Bank at least one Business Day's notice prior to maturity of the time deposit regarding renewal or withdrawal of the time deposit and accrued interest. In the absence of such instructions, the Bank may, at its discretion, either (i) renew the time deposit for the same period as was applicable to the time deposit immediately prior to its maturity or for such other period as the Bank considers appropriate and the interest rate applicable shall be the interest rate applied by the Bank with respect to time deposits in the currency of the relevant time deposit or (ii) hold the money constituting the time deposit (and interest accrued on it) with no obligation to pay further interest until receipt of instructions from the Customer as to treatment of the time deposit (and accrued interest). If a time deposit is renewed, the applicable interest rate shall be the rate prevailing on the renewal date.

利息將於定期存款到期日支付，或與銀行約定之其它時間支付。客戶須於定期存款到期前至少一個營業日向銀行發出有關續存或提取定期存款及利息之通知。若無相



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關指示，銀行可自行決定：(i) 將定期存款按原定期存款到期前之存款期限或銀行認為適當之其它期限續存，續存利率依銀行當時對該定期存款貨幣採用之利率；或 (ii) 保留定期存款本金及其累計利息，但無義務繼續支付利息，直至接獲客戶對該定期存款及利息處理之指示。若定期存款續存，適用利率為續存日當時之利率。

- 5.4 Early withdrawal of all or part of the time deposit is permitted at the Bank's sole discretion and in accordance with the Bank's policies regarding time deposits in force from time to time. If the Bank agrees to allow a withdrawal of the time deposit prior to its maturity, the Bank shall, unless otherwise agreed, pay interest up to the date of withdrawal. However, the Bank may, in its sole discretion, impose a service charge or a minimum amount of withdrawal and/or withhold all or part of the interest which has accrued on the time deposit up to the time of such early withdrawal. Information on the rates used from time to time for determining such service charge/minimum amount imposed by the Bank shall be made available to the Customer upon request in writing.

提前部分或全部提取定期存款，須經銀行全權酌情同意，並依銀行當時定期存款相關政策辦理。若銀行同意提前提取，除另有約定外，銀行將支付至提取當日止之利息。但銀行可自行決定收取服務費、最低提取金額及/或扣留全部或部分累計利息。客戶可書面要求銀行提供當時所採用之服務費率及最低提取金額資料。

- 5.5 A deposit charge determined by the Bank from time to time may be charged by the Bank on any time deposit. Details of any deposit charges are available on request and if in force, shall be displayed at all branches of the Bank.

銀行可不時對定期存款收取存款費。相關收費詳情可向銀行查詢，並於銀行各分行公告。

- 5.6 The Bank shall not be liable to the Customer for any diminution in the value of the monies in any time deposit Account brought about by taxes, levies or depreciation in the currency in which the time deposit is denominated. Apart from any taxes that the Bank is required by Applicable Law to withhold in connection with a time deposit and interest accruing thereon, the Bank is also not responsible for the reporting and/or payment of any taxes in relation to the Customer in Hong Kong or any other country.

銀行不對因稅項、徵費或定期存款計價貨幣貶值導致定期存款價值減少負責。除銀行根據適用法律須代扣的稅款(包括定期存款利息相關稅項)外，銀行亦不負責客戶於香港或其他任何國家之報稅及/或納稅事宜。

- 5.7 Settlement instructions in respect of a time deposit at maturity must reach the Bank on or before the maturity of the time deposit. The settlement instructions must be in a form acceptable to the Bank and duly signed by the Customer or its Authorized Representative(s), using the specimen signature(s), chop and/or seal filed with the Bank.

定期存款到期之結算指示必須於到期日或之前送達銀行。結算指示須以銀行可接受之形式提交，並由客戶或其獲授權代表使用存檔之簽名式樣、印章或簽署安排正式簽署。

- 5.8 If the maturity date of a Hong Kong Dollar deposit falls on a day which is not a Business Day, it shall instead fall on the next Business Day. If the maturity date of a foreign currency deposit falls on a day on which banks in the country of the relevant foreign currency are not open for business, then it shall instead fall on the next day on which such banks are open for business unless the Bank determines that it is



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desirable for the deposit to mature on the last day on which such banks were open for business prior to the original maturity date.

若以港幣計價之定期存款到期日為非營業日，則順延至下一個營業日。若以外幣計價之定期存款到期日為該外幣所在國家之銀行休息日，則順延至該銀行下一個營業日，除非銀行認為定期存款應於原定到期日前最後一個銀行營業日到期。

6. US DOLLAR CLEARING

美元結算

- 6.1 With respect to a Transaction in US dollars that is cleared or settled through the US Dollar clearing system established in Hong Kong, the Customer acknowledges and agrees that the operation of the US Dollar clearing system in Hong Kong will be subject to the US Dollar Clearing House Rules and the Operating Procedures referred to therein (as the same may be modified from time to time).

有關在香港透過美元結算系統進行的美元銀行交易的清算或結算，客戶確認及同意，香港的美元結算系統的操作將(可不時予以修改)「美元結算所規則」及當中提到的操作程序規限。

- 6.2 The Customer agrees that, without prejudice to Clause 6.1 above, the Hong Kong Monetary Authority shall not owe any duty or incur any liability to the Customer or any other persons in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) of any kind or nature whatsoever arising in whatever manner directly or indirectly, even if the Hong Kong Monetary Authority knows or ought reasonably to have known of their possible existence, by the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules and the US Dollar Operating Procedures referred to therein (as the same may be modified from time to time).

在不影響上述6.1條的情況下，客戶同意，對於因香港金融管理局按照或根據「美元結算所規則」及「美元操作程序」所發出的任何通知、意見或批核而直接或間接不論以任何形式產生亦不論類型或性質為何的任何索償、損失、損害或費用(包括但不限於商業損失、喪失商業機會、利潤損失、特別或間接或繼起的損失)，香港金融管理局對客戶並無任何責任，或招致任何法律責任，即使香港金融管理局事前知道或事前應合理知道該等索償、損失、損害或費用可能存在。

7. FOREIGN CURRENCY(IES)

外幣

- 7.1 “Foreign currencies” means currencies other than Hong Kong dollar which the Bank agrees are available for the purposes of its bank accounts or Services.

「外幣」指就銀行的銀行賬戶或服務之目的而言，銀行同意可用的(除港幣以外的)貨幣。

- 7.2 Exchange rates of foreign currency(ies) can be volatile. The Customer may experience a loss when it converts foreign currency back to Hong Kong dollar and vice versa. The Customer should therefore determine whether any foreign currency deposit is suitable for itself in light of its investment objectives, financial means and risk profile.

外幣匯率會波動。客戶將外幣兌換港幣時可能會虧損，反之亦然。因此客戶應根據客戶的投資目標、財政方案和風險狀況判斷某項外幣存款是否適合客戶。



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- 7.3 Where conversion of one currency into another currency is required or appropriate under any Account(s), Service(s) or Transaction(s), such conversion will be effected at the Bank's prevailing exchange rate at the time of conversion, unless otherwise specified or agreed by it. Any exchange rate provided by the Bank at any other time may differ from the rate at which the Bank effects the conversion and is for reference only. The Bank may require the Customer to provide information or documentation to prove that the currency conversion transaction is in compliance with all Applicable Laws and regulations, and the Bank has the right to refuse to carry out such Transaction if it is not satisfied with the information or documentation provided by the Customer.

如於任何賬戶、服務或交易下，將某貨幣兌換為另一貨幣為有需要或適當，則除另有訂明或銀行已另行同意，此等兌換將按銀行於兌換時的現行匯率進行。由銀行於任何其它時間提供的任何匯率只供參考之用，且可能與銀行進行兌換時所用匯率不同。銀行或要求客戶提供資料或文件以證明有關貨幣兌換交易為合符所有適用法律及法規，且若銀行不信納客戶所提供的資料或文件，則有權拒絕進行有關交易。

- 7.4 The Customer will bear all risks in exchanging its deposit from/to any foreign currency(ies). The Customer shall accept all risks in relation to deposits in foreign currencies which are subject to exchange controls of any relevant jurisdiction or any other circumstance beyond the Bank's control.

客戶將承擔將存款兌換成任何外幣或由任何外幣兌換為存款所用貨幣的所有風險。客戶應接受所有與任何相關司法管轄區的外匯管制或任何在銀行可控範圍之外的情形的外幣存款相關的風險。

- 7.5 The Customer must comply with all exchange control laws in connection with any Accounts, facilities and Services provided by the Bank. If a country or jurisdiction restricts the availability or transfer of its currency, the Bank needs not make any payment to the Customer's Account in that currency. The Bank may make the payment in any currency it considers appropriate at its spot rate.

客戶必須遵守所有與銀行提供的任何賬戶、便利和服務相關的外匯管制法律。如果一個國家或法域限制其貨幣的提供或轉賬，銀行不需要以該貨幣支付至客戶的賬戶。銀行可以用銀行認為合適的任何貨幣進行支付。

8. PROVISIONS RELATING TO RENMINBI ACCOUNTS AND SERVICES

人民幣賬戶及服務相關條文

- 8.1 The Customer may apply to the Bank to open a Renminbi savings and/or current accounts (collectively, "Renminbi Accounts" and each a "Renminbi Account"). Renminbi Services such as currency conversion services (between Renminbi and other currencies) and time deposits are provided by the Bank at its sole discretion.

客戶可向銀行申請開立人民幣儲蓄賬戶及 / 或往來賬戶(「人民幣賬戶」)。銀行全權酌情提供如(人民幣與其它幣種)貨幣兌換服務及定期存款等的人民幣服務。

- 8.2 The Customer undertakes that it will:

客戶承諾客戶需：

- (a) comply with all laws of Hong Kong and the PRC, and all limits, restrictions, regulations and/or requirements imposed by any regulator or other authority in Hong Kong and the PRC, which are from time to time applicable to Renminbi Account and/or Renminbi Services for individual customers ("Applicable RMB Requirements");



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遵守不時適用於有關個人客戶的人民幣服務的香港或中國法律，以及由香港及中國的任何監管機構或其他當局的一切限額、限制、規則及／或其它規定（「適用的人民幣規定」）；

- (b) operate Renminbi Accounts in accordance with the Applicable RMB Requirements, and shall not contravene any Applicable Laws, regulations or rules in Hong Kong and the PRC. In particular, the Customer will ensure that remittances to and from the PRC through its Renminbi Accounts are in compliance with Applicable Laws, regulations and rules in the PRC;

根據適用的人民幣規定操作人民幣賬戶，且不可違反中國及香港任何適用法律、規則或規定。尤其是客戶應確保通過客戶的人民幣賬戶匯出至中國或從中國匯出的匯款符合中國的適用法律、規則和規定；

- (c) provide all such information and documents in connection with its Renminbi Accounts and Transactions within the time required by the Bank; and
在銀行規定的時間內，提供銀行可能需要的與客戶人民幣賬戶及交易相關的一切資料及文件；以及

- (d) comply with all rules, conditions and requirements from time to time applied by the Bank (including but not limited to the provisions hereof) for the purposes of Renminbi Accounts and Services for individual customers.

遵守銀行就個人客戶的人民幣賬戶及服務而不時實行的一切規定、細則及要求(包括但不限於此等條款與細則之條文)。

8.3 The Bank may:

銀行可：

- (a) take any action, with or without notice to the Customer, to comply with any requirements of the clearing institution for Renminbi clearing and settlement services in Hong Kong, any agent bank in the PRC through which the Bank conducts Renminbi clearing and settlement services, or any regulator or other authority in Hong Kong or the PRC;

在通知或無須通知客戶的情況下，採取任何行動以遵守有關香港人民幣交換及結算服務的交換／結算機構、銀行通過其經營人民幣交換及結算服務的位於中國的任何代理銀行，或香港或中國任何監管機構或其他政府機關作出的任何規定；

- (b) make changes to these provisions which apply to any Renminbi Account or Service at any time and in line with the then current Renminbi rules, Renminbi clearing agreements and other requirements which then apply in the Hong Kong market;

銀行可隨時按照屆時的人民幣規定、人民幣結算協議和適用於屆時香港市場的其它要求，對適用於任何人民幣賬戶或服務的此等條文進行修改；

- (c) without prejudice to Clause 8.3(a), provide any information about the Customer, the Customer's Renminbi Accounts and Transactions to any entity referred to in Clause 8.3(a) above;

在不損害本段第8.3(a)條的規定下，向上文第8.3(a)條提及的任何機構提供有關客戶、客戶人民幣賬戶及交易的任何資料；

- (d) delay or decline, without giving reason and without liability, to execute any of the Customer's instructions or to accept any Renminbi deposits; and

在無須說明理由及無須承擔責任的情況下，延遲或拒絕執行客戶的任何指示或接受任何人民幣存款；及

- (e) at any time in any way vary, suspend, withdraw or terminate all or any part of the Renminbi Services, or impose any conditions or restrictions, whether or not any such action applies to the Bank's any other customers.



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隨時以任何方式更改、暫停、撤銷或終止全部或任何部分的人民幣服務，或施加任何條件或限制，無論任何該等行動是否適用於銀行的任何其他客戶。

8.4 For the Renminbi Account(s) the Customer opened with the Bank:

對於客戶於銀行開立的人民幣賬戶：

- (a) notwithstanding that an account is a Renminbi Account, the Bank shall nevertheless have the right and sole discretion to make payment to or on behalf of the Customer in respect of the Bank's obligation to the Customer in relation to such Account in full satisfaction of the Customer's deposit or any part thereof in such Account in any of the following manners and the Customer shall have no right to object thereto:

儘管一賬戶為人民幣賬戶，銀行有權及全權酌情決定就銀行對客戶相關該賬戶所負責任以下述任何方式向客戶支付客戶的存款，以履行銀行對客戶相關全部存款賬戶或部分賬戶所負責任，且客戶無權對此提出反對意見：

- (i) by cashier's order in Renminbi; or
向客戶發出人民幣的銀行本票；或
- (ii) by issuing to the Customer a cheque / draft to be drawn by the Bank on any bank in the PRC payable in Renminbi; or
向客戶發出由銀行發出於位於中國的任何銀行付款的支票或匯票；或
- (iii) by cash or cashier's order in Hong Kong dollars after converting the amount equivalent at the Bank's prevailing spot rate at the relevant time; or
向客戶發出按銀行於相關時間以當時買入價兌換為相等金額的港幣現金或銀行的港幣本票；或
- (iv) by applying more than one of the above manners; or
使用上述一個或多個方式；或
- (v) in any other manner which the Bank at its sole discretion think fit,
銀行全權酌情認為合適的任何其它方式，

in case of (ii) above, the Bank shall have sole discretion in the choice of correspondent(s). The Bank is entitled to debit from such Renminbi Account of the amount of the Bank's charges and expenses and, as appropriate, those of the Bank's correspondent(s);

在上述(ii)的情況下，銀行對於選擇代理行擁有全權酌情權。銀行有權在客戶人民幣賬戶扣除銀行及代理行的費用和支出；

- (b) the Bank's prevailing spot rate will be applied to all currency conversion transactions under Renminbi Accounts. The Bank reserves the right to levy handling fee in lieu of exchange, at a rate to be determined by the Bank, on payment/receipt of funds in Renminbi and other currency cheques.

銀行當時即期匯率將適用於所有人民幣賬戶下的兌換交易。銀行保留在以人民幣和其它貨幣支票支付收取無兌換手續費的權利，費率由銀行決定。

8.5 Overdrafts in Renminbi savings and current accounts are not allowed.

銀行不允許人民幣儲蓄及往來賬戶透支。

8.6 Without prejudice to the foregoing, any Renminbi Account maintained by the Customer with the Bank will be subject to the Applicable RMB Requirements. These Applicable RMB Requirements shall prevail to the extent of any inconsistency between them and the provisions in this Clause. If the Customer fails to comply with any Applicable RMB Requirements or if the Customer's instruction relating to its



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Renminbi Accounts violates any Applicable RMB Requirements, the Bank has the right to terminate the Customer's Renminbi Accounts or reject such instruction (or to do both). The Bank is not liable for any loss or damage which the Customer may suffer or incur in these cases.

在不影響上述條文下，客戶於銀行持有的任何人民幣賬戶將受到適用的人民幣規定約束。當本段條文與適用的人民幣規定有任何不一致，概以適用的人民幣規定為準。如客戶未能遵守任何適用的人民幣規定或有關客戶的人民幣賬戶之指示違反任何適用的人民幣規定，銀行有權終止客戶的人民幣賬戶或拒絕該指示(或同時採取上述做法)。銀行在所有情況下不會對客戶因此而蒙受的損失或損害負責。

- 8.7 Without affecting Clause 24 (Tax Compliance) of Part A, the Customer agrees that Renminbi Transactions involve extra currency risk as a result of currency convertibility and other controls which are or may be imposed under applicable rules and which may affect the availability or convertibility of Renminbi, the availability of Renminbi Transactions or gains or losses arising from Renminbi Transactions.

在不影響A部份第24條(稅務合規)的情況下，客戶同意人民幣交易會因貨幣可兌換性及人民幣規定項下施加或可能施加的，及可能會影響人民幣的提供或可兌換性、人民幣交易的提供或人民幣交易所產生的損益的其它管制而涉及額外的貨幣風險。

- 8.8 The Bank may report all or any Transactions and information relating to the Customer, any Renminbi Account or Services to the relevant authorities, clearing banks or domestic agent banks as necessary under rules or the Renminbi clearing agreements which apply. Unless such rules or clearing agreements provide otherwise, the Bank may do so without giving the Customer notice and without giving reasons.

銀行可在必要的情況下根據適用的規則或人民幣結算協議向相關政府機關、結算銀行或中國本地代理行報告所有或任何與客戶、任何人民幣賬戶或人民幣服務相關的交易所資料。除非該等規則或結算協議另行規定，銀行可在不通知客戶及在不給予理由的情況下如此行事。

- 8.9 The Bank may not act on any instruction as a result of which the balance of a Renminbi Account may (in the Bank's opinion) fall below any minimum limit or go over any maximum limit the Bank has set. If any Renminbi account no longer keeps to any limit which may apply, the Bank may (but do not have to) transfer funds from any of the Customer other Accounts to the relevant Renminbi Account or transfer funds from the relevant Renminbi Account to any of the Customer's other Accounts (where necessary, converted at the Bank's then current exchange rate) so the relevant Renminbi Account stays within the limit.

若任何指示會造成人民幣賬戶的餘額(依銀行的意見)低於銀行所設定的任何最低限額或高於銀行所設定的任何最高限額，則銀行可不依該等指示行事。若任何人民幣賬戶未能遵守適用的任何限額，銀行可(但不必)將資金從客戶的任何其它賬戶轉入相關人民幣賬戶或將資金從相關人民幣賬戶轉入客戶的任何其它賬戶(在必要的情況下，按照銀行屆時的匯率進行兌換)以使人民幣賬戶保持在限額範圍之內。

- 8.10 With respect to the Customer's Renminbi current Account, the Customer should ensure that the total amount drawn on the cheques presented to the Bank for payment under such account on a day does not exceed (a) the maximum amount set by the Bank or (b) the available credit balance in such account on that day (whichever is the lower). If the applicable amount is exceeded on any day, the Bank has the right to take the following steps (or any of them) without prior notice to the Customer:



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就客戶的人民幣往來賬戶，客戶應確保銀行在任何一日收到向銀行提示客戶開出的支票總付款額不超過(a)銀行指定的最高金額或(b)人民幣往來賬戶當日結餘(兩者中較低)。如在任何日子付款總額超過適用限額，銀行有權採取下列步驟(或其中任何一項)而無須事先通知客戶：

- (i) pay any one or more of the cheques presented for payment on that day in any order as the Bank considers appropriate to keep the total amount paid by the Bank on the cheques on that day within the applicable limit; and
按銀行認為適合的任何次序，支付當日銀行收到的一張或多張支票，從而將當日的付款總額控制在適用限額之內；及
- (ii) return any one or more of the cheques presented unpaid.
將任何一張或多張提示的支票退回並不予付款。

- 8.11 The Customer agrees that the Customer shall only open one (1) Renminbi current account at any time and the Customer authorizes the Bank to take all such actions as the Bank shall deem fit in the event that the Customer shall open more than one (1) Renminbi current account, including, without limitation, terminate or suspend or consolidate any one or more of such additional accounts.

客戶同意客戶在任何時間下只應開立一個人民幣往來賬戶，客戶並授權銀行，在客戶開立多於一個人民幣往來賬戶時，採取所有銀行認為合適的行動，包括但不限於終止或暫停或合併任何一個或多個該等額外賬戶。

- 8.12 Renminbi time deposits must be linked to a Renminbi savings account or Renminbi current account. The Customer can only make a Renminbi time deposit by fund transfer from and to the Customer's Renminbi savings account or Renminbi current account (instead of in cash, by cheques or in any other manner) unless the Bank shall specify otherwise.

人民幣定期存款須聯繫至人民幣儲蓄賬戶或人民幣往來賬戶。除非銀行另有訂明外，客戶只能透過客戶的人民幣儲蓄賬戶或人民幣往來賬戶的資金轉賬（不能以現金、支票或任何其它方式）設定人民幣定期存款。

- 8.13 Renminbi-denominated cheques issued by non-Hong Kong residents are for use in Hong Kong only and are NOT for use in Mainland China. Cross-border remittances to or from Mainland China or other places outside Hong Kong instructed by non-Hong Kong residents are subject to the rules and requirements of the jurisdiction of the originating or receiving markets. The Customer undertakes that the Customer will notify the Bank immediately for any change of the Customer's Hong Kong resident status.

由非香港居民發出的人民幣支票只能於香港使用，概不能於中國大陸使用。非香港居民指示的跨境匯款(中國大陸或任何香港以外的地方)均受到匯出或接收匯款的司法權管轄區之規則及規定約束。客戶承諾，如客戶的香港居民身份狀況有任何變更，客戶將立即通知銀行。

9. REMITTANCE

匯款

- 9.1 Outward Remittance
匯出匯款

- (a) The Customer may conduct an outward remittance transaction by presenting a duly completed and signed relevant application form to the Bank. The application / instruction shall be subject to the Bank's acceptance, at the Bank's sole



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discretion, and the Bank reserves the right not to process any remittance if the Bank is of the opinion that the information given is incomplete or is not sufficiently clear.

客戶可向銀行提交已填妥及簽妥的相關申請表格，以進行匯出匯款交易。客戶的匯款申請 / 指示應受限於銀行(按其全權酌情權)的接受，且如銀行認為客戶提供的資料為不完整或不夠清晰，銀行保留不處理任何匯款的權利。

- (b) The Bank may send any message in explicit language, code or cipher and at the Customer's sole risk. Unless caused by the Bank's willful misconduct, the Bank, or its correspondent banks or agents shall not be liable for any delay, misunderstanding, misinterpretation, errors, neglect or default which may occur in the transmission of the message or otherwise.

銀行可用明確之語言、代碼或密碼發出信息，所涉風險須由客戶獨自承擔。除非由銀行故意的不當行為引起，對該信息或其它情況之傳訊倘若發生任何延誤、誤會、誤解、錯誤、疏忽或違約事件，銀行、銀行的代理行或代理人概不負上法律責任。

- (c) If an application/ instruction is received after the Bank's daily cut-off time, the Customer's Account may be debited at the time the application / instruction is received, but the Transaction may not be processed until the next Business Day. A payment for same day value is also subject to applicable cut-off time at the destination of such payment. Date of value is dependent on the geographical location of the destination and is subject to the Bank's discretion.

如銀行於每日截數時間後收到匯款申請 / 指示，有關款項將於收到匯款申請 / 指示時從客戶的賬戶扣除，惟該交易或於下一個營業日方獲處理。付款是否同日完成須受限於付款目的地適用的截數時間。付款交收日則取決於目的地的地理位置而定，且銀行可酌情決定。

- (d) Without prejudice to any provision hereof, the Bank is not liable for any loss caused by any act or omission of the Bank's correspondents or agents (provided the Bank has used reasonable efforts to appoint a reputable correspondent or agent) or any government or third party, or any circumstances beyond the Bank's reasonable control. The Bank is not obliged to account for the Customer if the Bank's relevant office or any correspondent or agent concerned is prevented from making payment to or for the Customer.

在不損害在此的任何條文下，銀行無須對任何由銀行代理行或代理人(銀行盡合理努力委任的有信譽的代理行或代理人)、政府機關或第三方的行為或遺漏，或任何超出銀行合理控制範圍內的情況而造成的任何損失負上法律責任。如果銀行有關辦事處或任何有關代理行或代理人被阻止而不能向或為客戶支付款項，銀行無義務向客戶作出解釋。

- (e) The Customer should comply with the terms and conditions attached to an outward remittance application/instruction form and any other conditions in force. 客戶應遵守附載於匯出匯款申請 / 指示表格的條款與細則，以及任何其它生效的條件。

9.2 Inward Remittance

匯入匯款

- (a) An inward remittance may be in Hong Kong dollars or any other currency. The Bank accepts each inward remittance for deposit into the Customer's Account subject to final payment or clearing. The Bank may not make the proceeds available for use until receipt of unconditional payment. The Bank reserves the right to debit the Customer's Account with payment sum and relevant charges if the unconditional payment of an inward remittance is not actually received by the



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Bank for any reason.

匯入匯款可以是港幣或任何其它貨幣。銀行接受每筆存入客戶賬戶的匯入匯款，惟受限於最終付款或清算。銀行於收訖無條件付款前可能不會把款項作為可供使用的資金。如銀行因任何原因未有實際收到匯入匯款的無條件付款，銀行保留從客戶賬戶中扣除付款額和相關費用的權利。

- (b) The Bank has the right to require the Customer to provide details of an inward remittance when depositing it, and verify such details provided by the Customer in processing the deposit. If there is any discrepancy between such details and the outcome of the Bank's verification, the outcome of the Bank's verification is final and binding on the Customer. For incoming cross-border payments, unless otherwise instructed by the remitting bank, the Bank will promptly credit the remitted funds to the Customer's account after receipt of the funds is confirmed and any necessary checking is completed. If the Bank is unable to do so, the Bank will notify the Customer and provide an explanation, unless there are strong justifications not to do so.

銀行有權要求客戶於存入匯入匯款時提供其詳細資料，並有權於處理存款時核證該等由客戶提供的詳細資料。如該等詳細資料與銀行的核證結果有歧異，銀行的核證結果為最終且對客戶有約束力。至於匯入的跨境付款，除匯款銀行另有指示外，銀行會在確認收到資金及完成任何必要的檢查後將匯款貸記至客戶的賬戶。假如銀行未能如此行事，銀行將通知客戶並提供解釋，除非銀行有足夠理據不作通知及解釋。

- (c) The proceeds of an inward remittance may not be credited to the Customer's Account on the same day if the Bank does not receive it before the cut-off time set by the Bank. Interest will only accrue after the funds of an inward remittance are credited to the Customer's Account. The Bank will notify the Customer within a reasonable time after receipt of the payment.

如銀行未有於銀行所訂的截數時間前收到匯入匯款的所得款項，該等款項可能不會在同日貸記至客戶的賬戶。利息只會在匯入匯款貸記至客戶的賬戶後累計。銀行將在收到付款後的一段合理時間內通知客戶。

10. BANKING SERVICES RELATING TO FASTER PAYMENT SYSTEM

有關快速支付系統的銀行服務

10.1 Introduction

簡介

- (a) The Bank provides the FPS Services to the Customer to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The FPS Services are therefore subject to the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time. This Clause governs provision by the Bank to the Customer and the Customer's use of the FPS Services. The FPS Services form part of the Bank's services. This Clause supplements and forms part of these General Terms and Conditions ("Existing Terms"). Other provisions of the Existing Terms continue to apply to the FPS Services to the extent that they are relevant and not inconsistent with the provisions in this Clause. Unless otherwise specified, the provisions of this Clause prevail if there is any inconsistency between them and other provisions of the Existing Terms with respect to the FPS Services.

銀行向客戶提供快速支付系統服務讓客戶使用快速支付系統進行付款及資金轉賬。快速支付系統由結算公司提供及運作。因此，快速支付系統服務受結算公司不時就快速支付系統施加的規定、指引及程序規限。本條規管銀行為客戶提供快速支



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付系統服務及客戶使用快速支付系統服務。快速支付系統服務構成銀行提供的整體銀行服務的一部份。本條補充及構成銀行的《銀行一般條款與細則》的一部份(「現有條款」)。凡與快速支付系統服務相關並與本條的條文無不一致的現有條款將的其它條文繼續適用於快速支付系統服務。就快速支付系統服務而言，除非另有指定，若本條的條文跟現有條款的條文其它條文出現不一致，均以本條的條文為準。

- (b) By requesting the Bank to register any Proxy ID for the Customer in the HKICL FPS or to set up any eDDA for the Customer using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL FPS, the Customer will be regarded as having accepted and will be bound by the provisions of this Clause. The Customer should not request the Bank to register any Proxy ID or set up any eDDA for the Customer and should not initiate any payment or funds transfer using the HKICL FPS unless the Customer accepts the provisions of this Clause. 當客戶要求銀行代客戶於結算公司快速支付系統中登記任何識別代號，或代客戶使用結算公司快速支付系統設置任何電子直接付款授權，或使用結算公司快速支付系統進行付款或資金轉賬，客戶即被視為已接受本條的條文並受其約束。除非客戶接受本條的條文，客戶不應要求銀行代客戶登記任何識別代號或設置任何電子直接付款授權，亦不應使用結算公司快速支付系統進行任何付款或資金轉賬。
- (c) The Bank may provide the FPS Services at its own discretion to the Customer who initiates any payment or fund transfer instructions. For the avoidance of doubt, the Bank reserves the right to determine effecting any payment or fund transfer instructions by Clearing House Automated Transfer System (CHATS) or by telegraphic transfer. The Customer will be informed that the payment or fund transfer will be made using the HKICL FPS before the Customer confirms the instruction. By confirming the instruction, the Customer will be regarded as having accepted and will be bound by the provisions of this Clause. If the Customer does not accept the provisions of this Clause, the Customer should cancel the instruction.

銀行有權自行決定向發出任何付款或資金轉賬指示的客戶提供快速支付系統服務。為避免疑慮，銀行保留權利選擇以同業撥賬方式或以電匯方式處理所發出的付款或資金轉賬指示。在客戶確認指示前，客戶將被通知付款或資金轉賬會經結算公司快速支付系統處理。客戶確認指示將被視為已經接受和受本條的條文約束。如客戶不接受本條的條文，客戶應該取消指示。

- (d) In this Clause, the following terms have the following meanings:
在本條中，下列的詞語具下列定義：

“Addressing Service” means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS.

「賬戶綁定服務」指由結算公司提供作為結算公司快速支付系統一部份的服務，讓參與者的客戶使用預設的識別代號(而非賬戶號碼)識別一項付款或資金轉賬指示的接收地，或其他有關結算公司快速支付系統的通訊的接收地。

“Default Account” means the account maintained by the Customer with the Bank or any other Participant and set as the default account for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, guidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS.

「預設賬戶」指客戶於銀行或任何其他參與者維持的賬戶，並設置該賬戶為預設



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賬戶，以使用結算公司快速支付系統收取付款或資金，或(如結算公司的規定、指引及程序指明或許可並在指明或許可的範圍內)支付付款或資金。

“eDDA” means a direct debit authorisation set up by electronic means using HKICL FPS.

「電子直接付款授權」指使用結算公司快速支付系統以電子方式設置的直接付款授權。

“eDDA Service” means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to set up direct debit authorization.

「電子直接付款授權服務」指由結算公司提供作為結算公司快速支付系統一部份的服務，讓參與者的客戶設置直接付款授權。

“FPS Identifier” means a unique random number generated by HKICL FPS to be associated with the account of a customer of a Participant.

「快速支付系統識別碼」指由結算公司快速支付系統產生的並與參與者的客戶賬戶關聯的獨有隨機號碼。

“FPS Services” means the Services (including the QR Code Services) provided by the Bank to the Customer from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other Services and facilities provided by HKICL in connection with the Faster Payment System from time to time.

「快速支付系統服務」指銀行向客戶不時提供的服務(包括二維碼服務)，讓客戶使用結算公司快速支付系統及結算公司就快速支付系統不時提供的賬戶綁定服務、電子直接付款授權服務及任何其它服務及設施，進行付款及資金轉賬。

“HKICL” means Hong Kong Interbank Clearing Limited and its successors and assigns.

「結算公司」指香港銀行同業結算有限公司及其繼承人及受讓人。

“HKICL FPS” or “Faster Payment System” means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service and Addressing Service.

「結算公司快速支付系統」或「快速支付系統」指由結算公司不時提供、管理及運作的快速支付系統及其相關設施及服務，用作(i)處理直接付款及存款、資金轉賬及其它付款交易；及(ii)就電子直接付款授權服務及賬戶綁定服務交換及處理指示。

“Participant” means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time.

「參與者」指結算公司快速支付系統的參與者，該參與者可以是銀行或其他金融機構、零售支付系統營運者、儲值支付工具持牌人或任何其他結算公司不時接納為結算公司快速支付系統參與者的人士。

“Proxy ID” means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a customer of a Participant, including the mobile phone number or email address of the customer, or the FPS



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Identifier.

「識別代號」指結算公司接納用作賬戶綁定服務登記的識別資料，以識別參與者的客戶賬戶，包括客戶的流動電話號碼或電郵地址，或快速支付系統識別碼。

“QR Code Services” means the QR code and the associated payment and funds transfer services provided by the Bank to the Customer from time to time.

「二維碼服務」指由銀行不時向客戶提供的二維碼及相關聯的付款及資金轉賬服務。

“Regulatory Requirement” means any law, regulation, court order, any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, the Bank or any other Participant or their respective Affiliates or group companies, or the Customer is subject or is expected to comply with from time to time.

「監管規定」指結算公司、銀行、任何其他參與者、彼等各自的聯屬公司或集團公司或客戶不時受規限或被期望遵守的任何法律、規則或法庭判令，或由任何監管機構、政府機關(包括稅務機關)、結算或交收銀行、交易所、業界或自律監管團體(不論於香港境內或境外)發出的任何規定、指示、指引、守則、通知或限制(不論是否具有法律效力)。

10.2 Scope of FPS Services and conditions for use

快速支付系統服務的範圍及使用條款

- (a) The Bank provides the FPS Services to the Customer to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. The Bank has the right to set or vary from time to time the scope of the FPS Services and the conditions and procedures for using the FPS Services. In order to use the FPS Services, the Customer has to accept and follow these conditions and procedures. 銀行向客戶提供快速支付系統服務，讓客戶使用快速支付系統及結算公司就快速支付系統不時提供的賬戶綁定服務、電子直接付款授權服務及任何其它服務及設施進行付款及資金轉賬。銀行有權不時制定或更改快速支付系統服務的範圍及使用快速支付系統服務的條款及程序。客戶須接受及遵守此等條款及程序方可使用快速支付系統服務。
- (b) The Bank may provide the FPS Services to facilitate payment and funds transfer in any currency specified by the Bank from time to time, including Hong Kong dollars and Renminbi. 銀行可提供快速支付系統服務，以銀行不時指定的貨幣(包括港幣及人民幣)進行付款及資金轉賬。
- (c) In order to enable the Bank to handle an instruction for the Customer in relation to payment or funds transfer using HKICL FPS, the Customer has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time. 客戶須以銀行不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓銀行代客戶處理使用結算公司快速支付系統進行付款或資金轉賬的指示。
- (d) All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment



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System agreed by the Participants and HKICL from time to time.

所有使用結算公司快速支付系統進行的付款或資金轉賬交易將按照銀行同業結算及交收安排(包括但不限於參與者及結算公司不時協議有關快速支付系統的安排)處理、結算及交收。

- (e) The Bank reserves the right to suspend or terminate the FPS Services in whole or in part at any time without giving notice or reason.

銀行保留權利，隨時暫停或終止部份或全部快速支付系統服務，而無須給予通知或理由。

10.3 Addressing Service - registration and amendment of Proxy ID and related records

賬戶綁定服務 - 登記及更改識別代號及相關紀錄

- (a) In order to use the Addressing Service to receive payment or funds transfer using HKICL FPS, the Customer has to register its Proxy ID in the HKICL FPS. The Bank has discretion as to whether to offer the FPS Identifier as Proxy ID to the Customer.

客戶須於結算公司快速支付系統登記客戶的識別代號，方可經結算公司快速支付系統使用賬戶綁定服務收取付款或資金轉賬。銀行有酌情權是否向客戶提供快速支付系統識別碼作為識別代號。

- (b) Registration and amendment of Proxy ID and related records in the HKICL FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable the Bank to register or amend Proxy ID or any related records for the Customer, the Customer has to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by the Bank from time to time.

於結算公司快速支付系統登記及更改識別代號及相關紀錄，必須按照結算公司不時施加的適用規定、指引及程序。客戶須以銀行不時指定的形式或方法提供或輸入所需資料並完成登記程序，方可讓銀行代客戶登記或更改識別代號或任何相關紀錄。

- (c) At any time where the same Proxy ID is registered by the Customer for more than one account (whether maintained with the Bank or with any other Participant), the Customer must set one account as the Default Account. By instructing the Bank to set or change the Default Account for the Customer, the Customer consents and authorizes the Bank to submit the request on the Customer's behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.

倘客戶在任何時間為多個賬戶(不論該等賬戶於銀行或於其他參與者維持)登記相同的識別代號，客戶必須將其中一個賬戶設置為預設賬戶。當客戶指示銀行代客戶設置或更改預設賬戶，客戶即同意並授權銀行代客戶向結算公司快速支付系統發出要求取消當時於結算公司快速支付系統已登記的預設賬戶。

10.4 eDDA Service

電子直接付款授權服務

In order to enable the Bank to handle a request for the Customer in relation to eDDA setup, the Customer has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or customer identification numbers or codes. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA.

客戶須以銀行不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓銀行代



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客戶處理設置電子直接付款授權的要求。指定程序可包括要求有關人士使用其各自的賬戶號碼或客戶識別號碼或代碼，以設置電子直接付款授權。為免生疑問，識別代號並非為設置電子直接付款授權而設，設置電子直接付款授權後，識別代號及相關紀錄如有任何更改，或終止識別代號，皆不會影響已設置的電子直接付款授權。

10.5 Customer's responsibility

客戶的責任

(a) Present genuine owner or authorised user of Proxy ID and accounts

識別代號及賬戶現時真正的持有人或授權使用人

The Customer can only register its own Proxy ID for its own accounts or set up eDDA for its own accounts. The Customer must be the present genuine owner or authorised user of each Proxy ID and each account provided to the Bank for registration in the Addressing Service and the eDDA Service. By instructing the Bank to register any Proxy ID or any account for the Customer in relation to the Faster Payment System, the Customer confirms that it is the present genuine owner or authorised user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled in Hong Kong.

客戶只可為自己的賬戶登記客戶自己的識別代號，亦只可為自己的賬戶設置電子直接付款授權。客戶必須是每項識別代號及每個提供予銀行登記使用賬戶綁定服務及電子直接付款授權服務的賬戶現時真正的持有人或授權使用人。當客戶指示銀行代客戶登記任何有關快速支付系統的識別代號或賬戶，即確認客戶為相關識別代號或賬戶之現時真正的持有人或授權使用人。這對於流動電話號碼至為重要，皆因於香港流動電話號碼可被循環再用。

(b) Proxy ID

識別代號

Any Proxy ID to be registered by the Customer for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require the mobile phone number or email address to be registered as Proxy ID to be the same number or address registered by the Customer as contact information on the Bank's records at the relevant time. The Customer understands and agrees that the Bank, other Participants and HKICL have the right and discretion without giving notice to deregister any Proxy ID that is not correct or up-to-date in accordance with available information without the Customer's consent.

任何客戶用作登記賬戶綁定服務的識別代號必須符合結算公司不時施加的適用要求。例如，結算公司可要求登記作識別代號的流動電話號碼或電郵地址必須與客戶於相關時間在銀行紀錄上登記的聯絡資料相同。客戶明白並同意，銀行、其他參與者及結算公司有權及可酌情無須通知及客戶同意，取消任何根據可用資料屬不正確或非最新的識別代號的登記。

(c) Correct information

正確資料

- (i) The Customer will be solely responsible for the accuracy and completeness of all information (including any beneficiary account information) provided and that the Bank shall not be responsible for checking or verifying the same and the Bank shall not be liable for any



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losses or damages caused by any inaccuracies, omissions or incompleteness of any information provided by the Customer.

客戶須對其所提供的全部資料(包括任何收款人賬戶資料)之準確性及完整性負全責，銀行無責任檢查或覆核該等資料，銀行並不對因客戶提供的資料的任何錯誤、遺漏或不完整而引起之任何損失或損害負任何責任。

- (ii) Without prejudice to the generality of paragraph (i), the Customer has to ensure that all the information provided by the Customer for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is correct, complete, up-to-date and not misleading. The Customer has to notify the Bank as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by the Bank from time to time.

在不影響上述(i)條文下，客戶須確保所有客戶就登記或更改識別代號(或任何相關紀錄)或就設置電子直接付款授權提供的資料均為正確、完整、最新的且並無誤導。客戶須於合理切實可行情況下盡快以銀行指定的形式或方法通知銀行任何對資料的更改或更新。

- (iii) The Customer is fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. The Customer is solely liable for and will hold the Bank harmless from any incorrect payment or transfer effected by the Bank and HKICL FPS due to incorrect or outdated Proxy ID or related records.

在發出每項付款或資金轉賬指示時，客戶須對使用正確及最新的識別代號及相關紀錄負全責。客戶須就不正確或過時的識別代號或相關紀錄導致銀行及結算公司快速支付系統作出任何不正確的付款或轉賬負全責並確保銀行不致有損失。

(d) Timely updates

適時更新

The Customer is fully responsible for giving instructions and information changes or updates to the Bank on a timely basis for amending the Customer's Proxy ID (or related records) or any eDDA setup, including without limitation changing the Customer's Default Account, or terminating any Proxy ID or eDDA. The Customer acknowledges that keeping its Proxy ID, eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.

客戶有完全責任向銀行適時發出指示及提供資料變動或更新，以更改客戶的識別代號(或相關紀錄)或任何電子直接付款授權設置，包括但不限於更改客戶的預設賬戶，或終止任何識別代號或電子直接付款授權。客戶承認，為確保有效地執行付款及資金轉賬指示及避免因不正確或過時的識別代號、電子直接付款授權或相關紀錄而導致不正確的付款或轉賬，備存客戶最新的識別代號、電子直接付款授權及所有相關紀錄至為重要。

(e) Change of Default Account

更改預設賬戶

If an account is terminated as the Default Account by the Customer or by the relevant Participant for any reason (including suspension or termination of the account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the same Proxy



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ID to be the Default Account. If the Customer wishes to set another account as the Default Account, the Customer has to change the registration through the Participant where the Customer maintains that other account.

倘客戶或相關參與者因任何原因終止作為預設賬戶的賬戶(包括該賬戶被暫停或終止)，結算公司的系統會自動按賬戶綁定服務下與相同識別代號相聯的最新登記紀錄指派預設賬戶。客戶如欲設置另一賬戶作為預設賬戶，客戶須透過維持該賬戶的參與者更改登記。

(f) Transactions binding on Customer

客戶受交易約束

- (i) For any payment or funds transfer, once the Customer confirms the details of a Transaction and submit instruction to the Bank, such instruction and any resulting Transaction is final, irrevocable and binding on the Customer. 就任何付款或資金轉賬，當客戶向銀行發出指示，該指示及按其進行的交易即屬最終及不可撤銷，並對客戶具有約束力。

- (ii) For any Proxy ID registration or eDDA setup, once the Customer submits an instruction to the Bank, such instruction is irrevocable and binding on the Customer. The Customer may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by the Bank from time to time.

就登記識別代號或設置電子直接付款授權而言，當客戶向銀行發出指示，該指示即屬不可撤銷，並對客戶具有約束力。客戶可按照銀行不時指定的程序及要求更改或取消任何識別代號或已設置的電子直接付款授權。

(g) Use FPS Services responsibly

負責任地使用快速支付系統服務

The Customer must use the FPS Services in a responsible manner. In particular, the Customer has to comply with the following obligations:

客戶必須以負責任的方式使用快速支付系統服務，尤其需要遵守下列責任：

- (i) The Customer must comply with all Regulatory Requirements that govern its use of the FPS Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. The Customer must not use the FPS Services for any unlawful purposes or any purposes other than those authorized or contemplated in the rules, guidelines and procedures of HKICL.

客戶必須遵守所有規管其使用快速付款系統服務的規管要求，包括按照保障資料私隱的規管要求收集、使用及處理與任何其他人士有關的個人資料及其它資訊。客戶不得將快速付款系統服務用於任何非法用途，或用於結算公司規則、指引及程序中未經授權或未有涵蓋的用途。

- (ii) In sending remarks or messages to be displayed to recipients or counterparties of the Customer's payment or funds transfer instructions or eDDA setup using HKICL FPS, the Customer should mask the name or other data of such recipients or counterparties to prevent unauthorized display or disclosure of any personal data or confidential data.

凡向使用結算公司快速支付系統收取客戶付款或資金轉賬的收款人或電子直接付款授權的交易對方發出會被顯示的備註或訊息，客戶須遮蓋該等收款人或交易對方的名字或其它資料，以防止任何個人資料或機密資料被未



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經授權展示或披露。

- (iii) If the Bank offers the FPS Identifier as Proxy ID to the Customer, the Customer should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that the Customer desires.

倘銀行向客戶提供快速支付系統識別碼作為識別代號，客戶不應為了獲取心儀號碼或數值作快速支付系統識別碼而重複取消登記及重發申請。

(h) Other obligations regarding payments and funds transfers

其它有關付款及資金轉賬的責任

- (i) In giving instructions to make payments or effect Transactions, the Customer agrees to take reasonably practicable steps to safeguard its own interest, money and assets from fraud or other illegal activities. The Customer is responsible to check whether the payment recipient and the Transaction are real and trustworthy in each case and exercise sound judgement. To help the Customer to stay vigilant against frauds, scams and deceptions, the Bank will send risk alerts based on the risk warnings, messages and indicators received by it from the Faster Payment System or Hong Kong Police Force from time to time.

在發出付款或交易的指示時，客戶同意採取合理可行的步驟以保障客戶自身的利益、資金及資產免受欺詐或其它非法活動的損害。客戶每次均有責任查證收款人實屬可靠並且交易實屬真確，以及作出明智的判斷。為協助客戶對欺詐、詐騙和欺騙活動保持警惕，銀行將根據從快速支付系統或香港警務處不時接收到的風險警告、訊息及指標發出風險警示。

- (ii) Any instruction given by the Customer in relation to the FPS Services will be handled by the Bank in accordance with this Clause and the applicable provisions in the Existing Terms. The Customer has to comply with the other obligations with respect to payments, funds transfers and direct debit authorizations, including without limitation maintaining sufficient funds in the relevant Accounts for settling payment and funds transfer instructions from time to time.

銀行將按本條及現有條款下的適用條款處理客戶就快速支付系統服務的任何指示。客戶須遵守其它有關付款、資金轉賬及直接付款授權的責任，包括但不限於在相關賬戶存有足夠資金用作不時結清付款及資金轉賬指示。

(i) Customer responsible for its authorized persons

客戶須就客戶的獲授權人士負責

Where the Customer authorizes any other person to give instructions or requests to the Bank in connection with the use of the FPS Services (whether the Customer is an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):

當客戶授權其他人士向銀行發出有關使用快速支付系統服務的指示或要求(不論客戶為個人、公司、法團、獨資經營或合夥公司或任何其他非法團性質的組織):

- (i) the Customer is responsible for all the acts and omissions of each person authorized by the Customer;
客戶須為每名獲客戶授權的人士的所有作為及不作為負責;
- (ii) any instruction or request received by the Bank, believed by the Bank in good faith to be given by the Customer or any person authorized by the



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Customer, will be irrevocable and binding on the Customer; and

任何銀行收到並真誠相信乃由客戶或任何獲客戶授權的人士發出的指示或要求，均屬不可撤銷並對客戶具有約束力；及

- (iii) the Customer is also responsible for ensuring that each person authorized by the Customer will comply with the provisions of this Clause that are applicable to him/her when acting on the Customer's behalf.

客戶有責任確保每名獲客戶授權的人士均會遵守本條就其代客戶行事適用的條款。

- (j) Customer responsible for all charges

客戶需要承擔所有費用

The FPS Services are subject to the charges and at the rates as prescribed by the Bank or any other Participants from time to time and the Customer is fully responsible for the same.

客戶有責任支付銀行或其他參與者就快速支付系統服務不時釐訂之價格及費用。

10.6 The Bank's responsibility and limitation of liability

銀行的責任及責任限制

- (a) The Bank will process and submit the Customer's instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute the Customer's instructions and requests in such sequence or manner as HKICL considers appropriate. The Bank has no control over the operation of HKICL FPS nor the timing on which the Customer's instructions or requests are executed by HKICL FPS. Where the Bank receives status update notifications involving any of the Customer's Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, the Bank will notify the Customer accordingly by such means and at such time as the Bank considers appropriate.

銀行會按結算公司不時施加的適用規則、指引及程序，處理及向結算公司快速支付系統提交客戶的指示及要求。結算公司快速支付系統有權按其認為適當的次序或方法處理及執行客戶的指示及要求。銀行無法控制結算公司快速支付系統的運作或其執行客戶的指示或要求的時間。當銀行從結算公司快速支付系統或透過結算公司快速支付系統不時收到涉及客戶任何的識別代號(或相關紀錄)或電子直接付款授權設置或其它有關快速支付系統事項的狀況更新通知，銀行會以其認為適當的方式及時間通知客戶。

- (b) Without reducing the effect of Clause 10.6(a) above or other provisions of the Existing Terms:

在不減低上文第10.6(a)條或現有條款的效力下：

- (i) the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the FPS Services or the processing or execution of instructions or requests given by the Customer in relation to the FPS Services or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents;



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銀行無須負責客戶或任何其他人士有關或因使用快速支付系統服務，或有關或因處理或執行客戶就有關快速支付系統服務或結算公司快速支付系統的指示或要求，而可能引致或蒙受的任何種類的損失、損害或開支，除非任何上述損失、損害或開支屬直接及可合理預見並直接且完全由於銀行或銀行人員、僱員或代理的疏忽或故意失責引致：

- (ii) for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with one or more of the following:

為求清晰，銀行無須負責客戶或任何其他人士因或有關下列一項或多項事宜，而可能引致或蒙受的任何種類的損失、損害或開支：

- (A) the Customer's failure to comply with its obligations relating to the FPS Services; and

客戶未遵守有關快速支付系統服務的責任；及

- (B) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS or any functionality of the Faster Payment System, or arising from any circumstances beyond the Bank's reasonable control, including any delay or error relating to the risk warnings, messages and indicators about suspected frauds, scams or deceptions received by the Bank from the Faster Payment System or Hong Kong Police Force; and

結算公司快速支付系統或快速支付系統的任何功能產生或引致的，或銀行可合理控制以外的情況引致的延誤、無法使用、中斷、故障或錯誤，包括銀行從快速支付系統或香港警務處接收到有關懷疑欺詐、詐騙或欺騙的風險警告、訊息及指示的任何延誤或錯誤；及

- (iii) in no event will the Bank, its affiliates or group companies, its licensors, and its and their respective officers, employees and agents be liable to the Customer or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).

在任何情況下，就任何收益損失或任何特別、間接、附帶、繼起或懲罰性損失或損害賠償(不論是否可預見或可能發生)，銀行、銀行的聯屬公司或集團公司、銀行的特許人、及上述彼等各自的人員、僱員或代理均無須向客戶或任何其他人士負責。

- (c) Without prejudice to any provisions of this Clause, the Bank reserves the right not to accept or otherwise reject any instruction given by the Customer in relation to the FPS Services with or without giving any reason. The Bank further reserves the right to delay or not to process any instruction given by the Customer in relation to the FPS Services with or without notice for any reason, including but not limited to:

在不損害本條其它條文下，無論有否向客戶解釋有關原因，銀行有權拒絕或不接受客戶就快速支付系統服務所作出的指示。無論有否向客戶解釋有關原因，銀行亦保留延遲或拒絕處理客戶就快速支付系統服務所作出的指示，當中包括但不限於：

- (i) if the Bank is of the opinion that:
當銀行認為：



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- (A) the relevant information is not complete or has not been accurately or properly provided or is not sufficiently clear; or
有關資料並不完整、不準確或不清晰；或
 - (B) there are not sufficient available funds in the relevant Account for settling the relevant payment or funds transfer instructions from time to time; or
相關賬戶並沒有足夠資金去完成有關付款或轉賬指示；或
 - (C) the processing of the relevant payment or funds transfer instructions may breach any Applicable Laws or regulations; or
處理有關付款或轉賬指示會違反任何適用法律或規則；或
- (ii) for security reasons (including but not limited to where the Bank's fraud prevention or risk control measures or procedures which the Bank deems appropriate to adopt cannot be completed, fulfilled or satisfied).
基於任何保安理由(包括但不限於當銀行並未能完成、履行或滿足銀行認為應該要採取與防犯欺詐或風險管理相關的措施或程序)。

The Bank shall not be liable for any loss or damage incurred or suffered by any person caused by any non-acceptance, rejection, delay or non-processing of any instruction given by the Customer in relation to the FPS Services for any reason.
銀行不會對任何人士因客戶就快速支付系統服務發出指示但因該指示不被接受、被拒絕、延遲或不被執行而招致的任何損失或損害負上任何責任。

(d) Customer's confirmation and indemnity

客戶的確認及彌償

- (i) Without reducing the effect of any indemnity given by the Customer under the Existing Terms or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and its 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 the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the FPS Services or the Customer's use of the FPS Services.
在不減低客戶在現有條款下提供的任何彌償或銀行享有的任何其它權利或補償的情況下，銀行及銀行人員、僱員及代理(或任何一人)有關或因銀行提供快速支付系統服務或客戶使用快速支付系統服務而可能引致或蒙受任何種類的法律責任、申索、索付、損失、損害賠償、成本、費用及開支(包括以全額彌償基準彌償法律費用及其它合理開支)，以及銀行及銀行人員、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，客戶須作出彌償並使銀行及銀行每名人員、僱員及代理免受損失。
- (ii) 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 the Bank's negligence or wilful default or that of its officers, employees or agents. The above indemnity shall continue to have effect after the termination of the FPS Services.
如任何法律責任、申索、索付、損失、損害賠償、成本、費用、開支、法



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律訴訟或程序經證實為直接及可合理預見且直接及完全因銀行或銀行人員、僱員或代理的疏忽或故意失責引致，上述彌償即不適用。上述彌償在快速支付系統服務終止後繼續有效。

10.7 Collection and use of Customer information

收集及使用客戶資料

- (a) For the purposes of using the FPS Services, the Customer may be required to provide the Bank with the personal data and other information relating to one or more of the following persons from time to time:

為了使用快速支付系統服務，客戶可能需要不時向銀行提供有關下列一名或多名人士的個人資料及其它資料：

- (i) itself;
客戶；
- (ii) the recipient of any payment or funds transfer to be made by the Customer, or the counterparty of any eDDA to be set up by the Customer; and
客戶付款或資金轉賬的收款人，或客戶設置電子直接付款授權的交易對方；及
- (iii) where the Customer is a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of its directors, officers, employees, and Authorized Representatives,
如客戶為公司、法團、獨資經營或合夥公司或任何其他非法團性質的組織，客戶的任何董事、人員、僱員、獲授權人士及代表，

all personal data and information provided to the Bank or compiled by the Bank from time to time in connection with the FPS Services are collectively referred to as “Customer Information”.

銀行不時就有關快速支付系統服務獲提供或由銀行編制的個人資料及資訊統稱為「客戶資料」。

- (b) The Customer agrees (and, where applicable, for and on behalf of each of its directors, officers, employees, and Authorized Representatives) that the Bank may collect, use, process, retain or transfer any of the Customer Information for the purposes of the FPS Services. These purposes include without limitation one or more of the following:

客戶同意(及如適用，客戶代表客戶的每名董事、人員、僱員、獲授權人士及代表同意)銀行可為快速支付系統服務的用途收集、使用、處理、保留或轉移任何客戶資料。此等用途包括但不限於下列一項或多項：

- (i) providing the FPS Services to the Customer, maintaining and operating the FPS Services;
向客戶提供快速支付系統服務，維持及運作快速支付系統服務；
- (ii) processing and executing the Customer's instructions and requests in relation to the FPS Services from time to time;
處理及執行客戶不時有關快速支付系統服務的指示及要求；
- (iii) disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
披露或轉移客戶資料予結算公司及其他參與者，供彼等就結算公司快速支付系統的運作使用；
- (iv) meeting the requirements to make disclosure under any Regulatory Requirements; and



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按需遵守的監管規定而作出披露；及

- (v) purposes relating to any of the above.
任何與上述有關的用途。

- (c) The Customer understands and agrees that the Customer Information may be further disclosed or transferred by HKICL, the Bank or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Addressing Service and the eDDA Service.

客戶明白及同意客戶資料可能被結算公司、銀行或其他參與者再披露或轉移予其客戶及任何其他使用結算公司快速支付系統的第三者，作為提供及運作賬戶綁定服務及電子直接付款授權服務之用。

- (d) If the Customer Information includes personal data or other information of any person other than the Customer (including any persons specified in Clauses 10.7(a)(ii) or 10.7(a)(iii) above), the Customer confirms that it will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, the Bank and the other Participants as specified in this Clause.

倘客戶資料包括客戶以外其他人士的個人資料(包括任何於上述第10.7(a)(ii)條或第10.7(a)(iii)條指明的人士)，客戶確認客戶會取得並已取得該人士同意，就結算公司、銀行及其他參與者按本條款指明的用途使用(包括披露或轉移)其個人資料及其它資料。

10.8 QR Code Services

二維碼服務

- (a) This Clause 10.8 applies to the use of the QR Code Services, together with other provisions of the Existing Terms and any other terms and conditions that apply to the mobile application ("App") through which the Customer accesses the QR Code Services.

本第10.8條，連同現有條款及適用於客戶透過其使用二維碼服務的流動應用程式(「二維碼應用程式」)的任何其它條款與細則，均適用於二維碼服務的使用。

- (b) Using the QR Code Services and Customer's responsibility

使用二維碼服務及客戶的責任

- (i) The QR Code Services allow the Customer to scan a QR code provided by the Bank or by another person to automatically capture the payment or funds transfer data without the need for manually entering the data. Any QR code provided by another person must meet the specifications and standards prescribed by HKICL in order to be accepted. The Customer is fully responsible for ensuring that the captured data is accurate and complete before confirming any payment or funds transfer instruction. The Bank is not responsible for any error contained in such payment or funds transfer data.

二維碼服務讓客戶掃描由銀行或其他人士提供的二維碼，從而自動收集付款或資金轉賬資料，而無須人手輸入資料。由其他人士提供的二維碼，必須符合結算公司指定的規格及標準方能獲接納。在確認任何付款或資金轉賬指示之前，客戶須負全責確保收集得來的資料是準確及完整。就該等付款或資金轉賬資料所含的任何錯誤，銀行概不負責。

- (ii) The QR Code Services can be used on a mobile device running an



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operating system supported and specified by the Bank from time to time.

二維碼服務可在銀行不時支援及指定的操作系統的流動裝置上使用。

- (iii) Updates to the QR Code Services may be issued periodically through the supplying app store for the App. For some devices, updates will be downloaded automatically. For other devices, the Customer will need to download the updates itself. Depending on the update, the Customer may not be able to use the QR Code Services until the latest version has been downloaded. The Customer is fully responsible for ensuring the latest version has been downloaded to its mobile device for the purpose of using the QR Code Services.

二維碼服務的更新版本可透過提供二維碼應用程式的應用程式商店定期推出。某些裝置會自動下載更新版本。如使用其它裝置，客戶須自行下載更新版本。視乎更新版本，客戶可能在下載更新版本前無法使用二維碼服務。客戶須負全責確保已於客戶的流動裝置下載最新版本，以使用二維碼服務。

- (iv) The QR Code Services are intended for use by the Bank's customers only. The Bank has the right to cancel the Customer's Account for the App and/or block the Customer from accessing the QR Code Services if the Bank discovers that the Customer is not eligible to use the QR Code Services.

銀行只向銀行客戶提供二維碼服務。倘銀行發現客戶不符合使用二維碼服務的資格，銀行有權取消二維碼應用程式內客戶的賬戶及 / 或禁止客戶取用二維碼服務。

- (v) The QR Code Services are not intended for use in any jurisdiction where their use would be contrary to any law or regulation of that jurisdiction or where the Bank is not licensed or authorized to provide the QR Code Services.

銀行無意於其法律或規則不容許使用二維碼服務的司法管轄區內提供二維碼服務，亦無意於銀行未獲發牌或授權在其境內提供二維碼服務的司法管轄區內提供二維碼服務。

- (vi) The Customer must comply with all Applicable Laws and regulations that govern its download of the App, or access or use of the App or the QR Code Services.

客戶必須遵守規管客戶下載二維碼應用程式，或存取或使用二維碼應用程式或二維碼服務的所有適用法律及規則。

(c) Security

保安

- (i) The Customer must not use the QR Code Services on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by the Customer's mobile service provider and the phone manufacturer without their approval. The use of the QR Code Services on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Use of the QR Code Services in a jail broken or rooted device is entirely at the Customer's own risk and the Bank will not be liable for any losses or any other consequences suffered or incurred by the Customer as a result.

客戶不得在流動裝置或操作系統供應商支援或保修的配置範圍以外或經修



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改的任何裝置或操作系統上使用二維碼服務。該等裝置包括已被破解(越獄)或已被破解(超過用戶權限)的裝置。已被破解(越獄)或已被破解(超過用戶權限)的裝置是指未經客戶的流動服務供應商及電話製造商批准而自行解除其所設限制的裝置。在已被破解(越獄)或已被破解(超過用戶權限)的裝置上使用二維碼服務，可能導致保安受損及欺詐交易。在已被破解(越獄)或已被破解(超過用戶權限)的裝置上使用二維碼服務，客戶須自行承擔全部風險，就客戶因而蒙受或招致的任何損失或任何其它後果，銀行概不負責。

- (ii) The Customer is fully responsible for all instructions or requests given by it or any other person authorized by it during the use of the QR Code Services.

客戶須就在使用二維碼服務過程中由客戶或獲客戶授權的任何人士發出的指示或要求負全責。

- (iii) The Customer is fully responsible for ensuring that the information shown or stored on its mobile device is kept secure.

客戶須負全責確保客戶的流動裝置所顯示或儲存的資料受妥善保管。

- (iv) If the Customer knows or suspects that any other person knows its security details, or has used or tried to use them, or if its mobile device is lost or stolen, the Customer must notify the Bank as soon as reasonably practicable.

如客戶知道或懷疑有任何其他人士知悉客戶的保安資料，或曾使用或企圖使用客戶的保安資料，或如客戶的流動裝置遺失或被竊，客戶必須在合理切實可行情況下盡快通知銀行。

(d) The Bank's responsibility and limitation of liability

銀行的責任及責任限制

- (i) While the Bank makes commercially reasonable efforts to provide the QR Code Services, it is not liable for any failure to provide the QR Code Services.

銀行會用商業上合理努力提供二維碼服務，但如未能提供二維碼服務，銀行概不負責。

- (ii) The QR Code Services are provided on an "as is" basis with no representation, guarantee or agreement of any kind as to their functionality. The Bank cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the Customer's mobile device in the use of the QR Code Services. The Bank is not responsible for any loss the Customer may incur as a result of its use of the QR Code Services.

二維碼服務是以「現在既有狀態」提供，而且不就其功能作出任何種類的陳述、保證或協議。銀行不能保證在使用二維碼服務時病毒或其它污染或破壞性數據不被傳送，或客戶的流動裝置不被損害。銀行對客戶使用二維碼服務而引致任何損失概不負責。

- (iii) The Customer understands and agrees that:

客戶明白及同意：

- (A) it uses the QR Code Services at its sole risk. To the maximum extent permitted by law, the Bank expressly disclaims all warranties and conditions of any kind, whether express or implied.

客戶自行承擔使用二維碼服務的風險。在法律容許的最大範圍內，銀行明確聲明拒絕承擔所有不論種類的明示或暗示保證及條件。



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(B) it downloads or obtains any material or information through the use of the QR Code Services at its sole risk and discretion. The Customer is solely responsible for any damage to the Customer's computer or other device or loss of data resulting from downloading, obtaining or using such material or information.

客戶透過使用二維碼服務下載或獲取任何材料或資料屬個人決定並須自行承擔風險。任何因下載、獲取或使用該等材料或資料而對客戶的電腦或其它裝置造成任何損害或造成資料損失，概由客戶負責。

(iv) For the avoidance of doubt, nothing above is intended to exclude or restrict any condition, warranty, right or liability which may not be lawfully excluded or restricted.

為免生疑問，上文無意排除或限制任何不能合法地排除或限制的條件、保證、權利或責任。

11. e-CHEQUE DEPOSIT SERVICES

電子支票存入服務

11.1 Applicability and definitions

適用性及定義

(a) The provisions in this Clause 11 apply to the Bank's Services relating to e-Cheques. The other provisions of these Terms and Conditions which apply to paper cheques or generally to the Bank's Services continue to apply to e-Cheques and the Bank's e-Cheques Deposit Services to the extent that they are relevant and not inconsistent with the provisions in this Clause. The provisions of this Clause prevail if there is any inconsistency between them and other provisions of these Terms and Conditions with respect to the e-Cheques Deposit Services.

本第11條以下的條文適用於銀行有關電子支票的服務。此等條款與細則中適用於實物支票或適用於銀行一般服務的其它條文，凡內容相關的且不與本段條文不一致的，將繼續適用於電子支票及銀行的電子支票存入服務。就電子支票存入服務而言，若本條的條文跟此等條款與細則的其它條文出現不一致，均以本條的條文為準。

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

就電子支票服務為目的，下列詞語具下列定義：

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

「匯票條例」指可被不時修訂的香港法例第19章《匯票條例》。

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

「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。

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

「存入途徑」指銀行不時提供用作提示電子支票以求存入的任何途徑。

"e-Cheque" means a cheque (including a cashier's order), issued in the form of



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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.

「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。

"e-Cheques Deposit Services" means the Services offered by the Bank to Customers from time to time for depositing e-Cheques.

「電子支票存入服務」指由銀行不時向客戶為存入電子支票而提供的服務。

"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.

「電子支票存票」或「電子支票存票服務」指由結算所提供接受提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賬戶，方可提示電子支票以存入受款人賬戶，本定義可根據電子支票存票服務條款不時修訂。

"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.

「電子支票存票服務賬戶」指電子支票存票服務的使用者賬戶，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賬戶方可使用電子支票存票服務提示電子支票以存入受款人賬戶，本定義可根據電子支票存票服務條款不時修訂。

"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.

「電子支票存票服務條款」指由結算所不時指定的條款與細則，以規管由結算所提供的電子支票存票服務及其使用。

"Industry Rules and Procedures" means the rules and operating procedures governing the handling of e-Cheques adopted by the Clearing House and the banking industry from time to time.

「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採用的規則及運作程序。

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

「受款人銀行」指受款人賬戶所在的銀行。

"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 the Bank into which the e-Cheque is to be deposited



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which may be a sole name or a joint name account of the payee.

「受款人賬戶」就每張使用電子支票存入服務提示以存入的電子支票而言，指該電子支票的受款人在銀行持有的銀行賬戶，而該賬戶可以是受款人的個人名義賬戶或受款人的聯名賬戶。

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

「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。

11.2 Nature and scope of e-Cheques Deposit Services

電子支票存入服務的性質及範圍

- (a) The Bank may provide e-Cheques Deposit Services at its discretion. If the Bank provides e-Cheques Deposit Services to the Customer, the Customer may deposit e-Cheques. In order to use the e-Cheques Deposit Services, the Customer has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the Clearing House respectively from time to time. The Customer may also be required to sign forms and documents prescribed by the Bank from time to time.

銀行可選擇提供電子支票存入服務。如銀行向客戶提供電子支票存入服務，客戶可以存入電子支票。為使用電子支票存入服務，客戶須提供銀行及結算所分別不時要求或指定的資料及文件，並須接受銀行及結算所分別不時要求或指定的條款與細則。客戶亦可能需要簽署銀行不時指定的表格及文件。

- (b) e-Cheques Deposit Services allow the Customer and other persons to present e-Cheques (whether payable to the Customer and/or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the Drop Box Service offered by the Clearing House or using the Bank's Deposit Channels, in accordance with Clause 11.3.

電子支票存入服務讓客戶及其他人士可按第11.3條使用結算所提供的電子支票存票服務或使用銀行的存入途徑提示電子支票(不論向客戶及 / 或受款人賬戶的任何其他持有人支付)以存入銀行(作為受款人銀行)。

- (c) The Bank may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time, including Hong Kong dollars, US dollars or Renminbi.

銀行可為銀行不時指定的貨幣(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) 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):

銀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) the service hours of the e-Cheques Deposit Services (including cut-off times for issuing, countermanding or presenting e-Cheques);

電子支票存入服務的服務時間(包括提示電子支票發出、止付或提示的截數時間); 及

- (ii) any fees and charges payable by the Customer for the e-Cheques Deposit Services.

客戶須就電子支票存入服務支付的任何費用。



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11.3 e-Cheques Deposit Services

電子支票存入服務

- (a) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Bank's Deposit Channels.

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銀行的存入途徑，提示電子支票以存入銀行(作為受款人銀行)。

- (b) e-Cheque Drop Box Service

電子支票存票服務

- (i) The e-Cheque Drop Box Service is provided by the Clearing House. The Customer is bound by the e-Cheque Drop Box Terms in relation to its use of the e-Cheque Drop Box Service. The Customer is solely responsible for performing its obligations under the e-Cheque Drop Box Terms.

電子支票存票服務由結算所提供。就客戶使用電子支票存票服務，客戶受電子支票存票服務條款約束。客戶須自行負責履行電子支票存票服務條款下的責任。

- (ii) In order to use the e-Cheque Drop Box Service, the Customer is required by the e-Cheque Drop Box Terms to register a e-Cheque Drop Box Account with one or more Payee Bank Accounts for presenting e-Cheques. The Customer is allowed by the e-Cheque Drop Box Terms to register a e-Cheque Drop Box Account with a Payee Bank Account that is the Customer's same-name account or an account other than the its same-name account. The Customer is responsible for the presentment of all e-Cheques by it or any other person using its e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than its same-name account).

為使用電子支票存票服務，電子支票存票服務條款要求客戶登記電子支票存票服務賬戶連同一個或多個受款人賬戶，以供提示電子支票。電子支票存票服務條款容許客戶以客戶同名賬戶或客戶同名賬戶以外的其它賬戶作為受款人賬戶登記電子支票存票服務賬戶。客戶須就客戶或任何其他人士使用客戶的電子支票存票服務賬戶提示的所有電子支票負責(包括任何向客戶同名賬戶以外的受款人賬戶提示電子支票)。

- (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 assistance to the Customer. 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 the Customer's 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 the Bank relating to an e-Cheque deposited using the Customer's e-Cheque Drop Box Account.

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。銀行可以(但無責任)向客戶提供協助。因銀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記錄或影像，如客戶要求，銀行可以(但無責任)提供使用客戶電子支票存票服務賬戶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它銀行同意提供有關該電子支票的資料。



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- (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, the Customer bears 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 the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

銀行對結算所是否提供電子支票存票服務及所提供服務的適時度、質素或任何其它事宜均無作出明示或隱含的表述或保證。除非電子支票存票服務條款另有指明，客戶須承擔有關使用電子支票存票服務的責任及風險。客戶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，銀行無須負責。

(c) The Bank's Deposit Channels

銀行的存入途徑

The Bank may specify or vary from time to time without notice (i) the available Deposit Channels; and (ii) the terms governing the use of any Deposit Channel. The Customer is responsible for the presentment of all e-Cheques by the Customer or any other person via its Payee Bank Account by using the Bank's Deposit Channels.

銀行可不時指定或更改(i)可用的存入途徑；及(ii)任何存入途徑的條款而無須通知。客戶須就客戶或任何其他人士使用銀行的存入途徑透過客戶的受款人賬戶提示的所有電子支票負責。

11.4 Handling of e-Cheques, associated risks and the Bank's liabilities

電子支票的處理、相關風險及銀行的責任

(a) Handling of e-Cheques

電子支票的處理

The Customer understands 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 the Customer. Accordingly, the Bank is entitled to collect any e-Cheque payable to the Customer 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.

客戶須明白銀行及其它銀行須根據業界規則及程序處理、辦理、提示、支付、代收、交收及結算向客戶簽發的電子支票。因此，即使匯票條例未明確指定電子支票提示的方式，或可能指定其它的支票提示方式，銀行有權按業界規則及程序，向付款人銀行提示任何付款予客戶的電子支票，以收取款項。

(b) Limitation of the Bank's liability

銀行責任的限制

Without reducing the effect of the other provisions of these Terms and Conditions:
在不減低於此等條款與細則中其它條款效力的情況下：



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- (i) The Bank is not liable for loss, damage or expense of any kind which the Customer 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 the Customer or any other person using the Deposit Channels provided by the Bank to the Customer, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of its officers, employees or agents;
客戶或任何其他人士因使用電子支票存入服務，或客戶或任何其他人士通過銀行向客戶提供的存入途徑出示的電子支票的處理、辦理、提示、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，銀行無須負責，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銀行或銀行人員、僱員或代理的疏忽或故意失責導致；
- (ii) in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the following (or any of them):
為求清晰，現明確如下，客戶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，銀行無須負責：
- (A) use of the e-Cheque Drop Box Service by the Customer or any other person, or the e-Cheque Drop Box Terms;
客戶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；
- (B) the Customer's failure to comply with its obligations relating to the e-Cheques Deposit Services;
客戶未遵守有關電子支票存入服務的責任；
- (C) presentment of any e-Cheque payable to the Customer in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
按業界規則及程序提示付款予客戶的電子支票，雖然匯票條例的條文有所規定；及
- (D) 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 the Bank's reasonable control; and
任何由於或歸因於銀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) in no event will the Bank be liable to the Customer or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.
在任何情況下，就任何收益的損失或任何特別、間接、繼起或懲罰性損失或損害賠償，銀行均無須向客戶或任何其他人士負責。
- (c) Customer's confirmation and indemnity
客戶的確認及彌償



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- (i) The Customer accepts the limitation of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House respectively. The Customer accepts and agrees to bear the risks and the liabilities for issuing and depositing e-Cheques.
客戶須接受銀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。客戶須接受及同意，承擔簽發及存入電子支票的風險及責任。
- (ii) Without reducing the effect of any indemnity given by the Customer under other provisions of these Terms and Conditions or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and its 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 the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the e-Cheques Deposit Services or the Customer's use of the e-Cheques Deposit Services.
在不減低客戶在於此等條款與細則中其它條款提供的任何彌償或於銀行享有的任何其它權利或補償的情況下，銀行及銀行人員、僱員及代理(或其任何一人)有關或因銀行提供電子支票存入服務或客戶使用電子支票存入服務而可能引致或蒙受任何種類的法律責任、申索、索付、損失、損害、成本、費用及開支(包括以全額彌償方式彌償法律費用及其它合理開支)，以及銀行及銀行人員、僱員及代理(或其任何一人)可能提出或被提出的所有法律訴訟或程序，客戶須作出彌償並使銀行及銀行人員、僱員及代理(及其任何一人)免受損失。
- (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 the Bank's negligence or wilful default or that of its officers, employees or agents.
如任何法律責任、申索、索付、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銀行或銀行人員、僱員或代理的疏忽或故意失責導致，上述彌償不適用。
- (iv) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.
上述彌償在電子支票存入服務終止後繼續有效。

PART C – INTERNET BANKING SERVICES**C 部分 – 網上銀行服務**

This Part C will only apply if the Customer chooses to use any Services below. The provisions in this Part C should be read in conjunction with other provisions of these Terms and Conditions. In the event of any inconsistency between the provisions in Part C and other provisions of these Terms and Conditions, the provisions in Part C shall prevail.

本 C 部分僅在客戶選擇使用以下任何服務時適用。此 C 部分的條文應與本條款與細則的其它條文一併閱讀。如 C 部分的條文與本條款與細則其它條文有任何不一致，應以 C 部分的條文為準。

1. INTERPRETATION**詮釋**

- 1.1 In addition to the definitions in other provisions of these Terms and Conditions, the following words and expressions shall have the following meanings:

除本條款與細則其它條文所定義的詞語外，以下詞語及表達應具有以下意義：

"Content" means things that one may see, read, hear, download, install, modify or otherwise access on or via the Internet Banking Services and/or the Website (including but not limited to messages, files, Data, software, images, photographs, illustrations, expression, presentation, opinion, advice, form, format, mode or method of compilation, selection, configuration, text and other materials).

「內容」指在網上銀行服務及 / 或網站上看到、閱讀、聽取、下載、安裝、修改或以其它方式接觸的事物(包括但不限於訊息、檔案、數據、軟件、圖片、照片、插圖、表達、呈現、意見、建議、表格、格式、編排、選擇、配置、文本及其它材料)。

"Computer System" means facilities (including, without limitation, any terminal, software, modem, computer equipment, electrical or wireless appliances and telecommunications facilities) for accessing and using the Internet Banking Services.

「電腦系統」指用於存取及使用網上銀行服務的設備(包括但不限於任何終端機、軟件、數據機、電腦設備、電氣或無線裝置及電訊設施)。

"Data" means any representation of information (including any expression of opinion) in any Document.

「數據」指以任何文件所載的資訊表達(包括任何意見表達)。

"Document" includes, in addition to a document in writing:

「文件」除書面文件外，還包括：

- (a) disc, tape or other device in which Data other than visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced from the disc, tape or other device;
含有非視覺圖像數據的光碟、磁帶或其它設備，能夠透過有無輔助設備得以重現；
- (b) a film, disc, tape or other device in which visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced from the film, disc, tape or other device.
含有視覺圖像的影片、光碟、磁帶或其它設備，能夠透過有無輔助設備得以重現。

"Information" means any form of Data, news, report, information or material made available through the Internet Banking Services or the Website, which includes without limitation text, images, sound codes, computer programs, software and databases, as



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well as any exchange rate, interest rate, price and computed amount (such as monthly repayment amount under a mortgage loan), whether or not given as a result of any Instructions.

「資訊」指透過網上銀行服務或網站提供的任何形式數據、新聞、報告、資訊或資料，包括但不限於文本、圖像、聲音代碼、電腦程序、軟件及數據庫，以及任何匯率、利率、價格和計算結果(如按揭貸款項下的每月還款額)，不論是否依指示獲得。

"Instructions" means any instructions given through the Website and/or Internet Banking Services in accordance with the Bank's prescribed methods from time to time in force.

「指示」指透過網站及 / 或網上銀行服務，根據銀行不時規定之方法所給予的任何指示。

"Internet Banking Services" means the services specified in Clause 2, including Corporate Internet Banking Services and Individual Internet Banking Services.

「網上銀行服務」指第2條所指明的服務，包括企業網上銀行服務及個人網上銀行服務。

"Record" means information that is inscribed on stored in or otherwise fixed on a tangible medium or that is stored in an electronic or other medium and is retrievable in a perceivable form.

「紀錄」指以有形媒介記錄、存儲或固定，或以電子或其它媒介存儲並可檢視的資訊。

"Website" means the Internet Banking Services website.

「網站」指網上銀行服務的網站。

1.2 The following words and expressions shall have the following meanings in Corporate Internet Banking Services:

以下詞語及表達於企業網上銀行服務中具有以下意義：

"CA Password" means a series of letters, numbers or the combination of both to be supplied by the Bank to the Customer or, if applicable, otherwise changed subsequently by the Customer and accepted by the Bank and to be used in conjunction with the Certificate of Authentication of the Customer for the intention to execute the Transaction.

「CA 密碼」指銀行提供予客戶之字母、數字或其組合的密碼，或(如適用)由客戶後續變更並獲銀行接受，配合客戶的認證證書用以執行交易之意圖。

"Certificate of Authentication" means an electronic evidence with the form of electronic sound, symbol, or process attached to or logically associated with Transactions executed or adopted by Customer with the intent to authenticate the identity of the Customer and the contents of Transaction is true and accurate.

「認證證書」指以電子聲音、符號或程序形式呈現，附加或邏輯關聯於客戶執行或採用，以確認客戶身份及交易內容真確的電子證據。

"Corporate Customer Security Mechanism" means other defined words and expressions as used singly or collectively in Corporate Internet Banking Services.

「企業客戶安全機制」指在企業網上銀行服務中單獨或合併使用的其它定義詞語及表達。

"Registration No." means a series of number assigned by governmental authorities to a body corporate for registration.

「登記號碼」指政府機關授予法團的註冊號碼。

"User ID" means the name(s) or number(s) assigned by the Bank to the Customer or,



if applicable, otherwise assigned subsequently by the Customer and accepted by the Bank and to be used in conjunction with the User Password for obtaining authorized access to the Corporate Internet Banking Services.

「用戶編號」指銀行分配予客戶的名稱或編號，或(如適用)由客戶後續分配並獲銀行接受，配合用戶密碼用於取得授權存取企業網上銀行服務。

"User Password" means the password(s) assigned or other identification forms provided by the Bank to the Customer or, if applicable, otherwise re-assigned or changed subsequently by the Customer and accepted by the Bank to be used in conjunction with User ID for obtaining authorized access to the Corporate Internet Banking Services.

「用戶密碼」指銀行分配或提供予客戶的密碼或其它識別形式，或(如適用)由客戶後續重新分配或變更並獲銀行接受，配合用戶編號用於取得授權存取企業網上銀行服務。

1.3 The following words and expressions shall have the following meanings in Individual Internet Banking Services:

以下詞語及表達於個人網上銀行服務中具有以下意義：

"Activation Code" means a series of number and/or characters assigned by the Bank to Customer to be used in conjunction with PIN and User Code in order to access to the Individual Internet Banking Services and set the Internet Password for obtaining Individual Internet Banking Services.

「啟動碼」指銀行分配予客戶的一組數字及 / 或字元，與個人識別碼(PIN)及用戶編號(User Code)配合使用，以存取個人網上銀行服務及設定網上密碼，從而獲得個人網上銀行服務。

"Individual Customer Security Mechanism" means Activation Code, Internet Password, PIN and User Code as used singly or collectively in Individual Internet Banking Services.

「個人客戶安全機制」指啟動碼、網上密碼、個人識別碼(PIN)及用戶編號(User Code)，在個人網上銀行服務中單獨或合併使用。

"Internet Password" means the password(s) or other identification forms assigned by the Customer on the Individual Internet Banking or otherwise changed subsequently by the Customer and accepted by the Bank to be used in conjunction with PIN and User Code for obtaining authorized access to the Individual Internet Banking Services.

「網上密碼」指客戶在個人網上銀行服務上設定或後續更改並經銀行接受的密碼或其它識別形式，與個人識別碼(PIN)及用戶編號(User Code)配合使用，以獲得授權存取個人網上銀行服務。

"PIN" means the Personal Identification Number(s) of Customer.

「個人識別碼(PIN)」指客戶的個人辨識號碼。

"SMS-OTP" means a set of verification code received by the Customer through SMS from the registered mobile phone which is applied by the Customer in writing with the Bank. The Customer is required to enter the verification code to authenticate the online trading or service in order to ensure the security of internet banking transaction.

「短訊一次性密碼(SMS-OTP)」指客戶通過銀行由書面申請登記的手機號碼接收的驗證碼。客戶須輸入該驗證碼以驗證網上交易或服務，確保網上銀行交易的安全。

"User Code" means a series of number and/or characters assigned by the Customer on the Individual Internet Banking Services Application Form.



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「用戶編號」指客戶於個人網上銀行服務申請表中填寫的一組數字及 / 或字元。

2. INTERNET BANKING SERVICES

網上銀行服務

- 2.1 The Bank may provide an electronic service that permits the Customer to gain access to the Accounts, to carry out Transactions and make enquiries and to obtain other related services which the Bank may provide from time to time at its sole discretion through the use of any computers, mobile telephones, or other telecommunication, wireless or similar access devices on the terms of Part C of these Terms and Conditions. 銀行可提供一項電子服務，使客戶能夠透過使用任何電腦、流動電話或其它電信、無線或類似接入裝置，依本條款與細則 C 部分的條款，存取賬戶、執行交易、查詢及獲取銀行不時自行酌情提供的其它相關服務。
- 2.2 The Bank reserves the right to determine and vary the scope of the Internet Banking Services to be provided from time to time with prior notice (where practicable) to the Customer at the Bank's sole discretion, including but not limited to the right:
銀行保留自行決定並不時更改所提供網上銀行服務範圍的權利，並將於合理可行之情況下提前通知客戶，包括但不限於以下權利：
- (a) to modify, expand or reduce the scope of the Internet Banking Services and/or the Website;
修改、擴展或縮減網上銀行服務及 / 或網站的範圍；
 - (b) to impose or vary any limitation and/or condition on the use of the Internet Banking Services, including but not limited to minimum and maximum limitations on the Transaction as may be prescribed by the Bank from time to time; or
對使用網上銀行服務設定或更改任何限制及 / 或條件，包括但不限於銀行不時規定的交易最低及最高限額；
 - (c) to impose or vary any restrictions on the availability of certain parts of the Internet Banking Services, including but not limited to the imposition of restrictive service hours on, and suspension and/or discontinuance of, any part of the Internet Banking Service.
對網上銀行服務的某些部分施加或更改可用性的限制，包括但不限於對任何部分設定限制服務時間、暫停及 / 或終止該部分服務。
- 2.3 The Internet Banking Services are offered for the sole and exclusive use of the Customer and only in such jurisdictions and to such extent where and when they may be lawfully offered and processed under the Applicable Law.
網上銀行服務僅供客戶專屬使用，且僅在適用法律允許的司法管轄區、範圍及時間內提供和處理。
- 2.4 Each use of Internet Banking Services on the Website is subject to these Terms and Conditions as amended and in force at the time of each such use. The Bank may vary any provisions of these Terms and Conditions from time to time on reasonable notice by post or by posting such changes on the Website.
客戶每次透過網站使用網上銀行服務，均須受當時有效的本條款與細則約束。銀行可不時以合理通知方式(透過郵寄或在網站公布變更)修改本條款與細則的任何條文。
- 2.5 The Customer confirms that personal details of the Customer currently held by the Bank and/or supplied to the Bank upon registration of the Customer for the Internet Banking Services are in all material respects up-to-date, true and accurate and not misleading



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by omission or otherwise. The Customer undertakes to notify the Bank in writing or through designated email address of any changes to such details as soon as reasonably practicable.

客戶確認其目前由銀行持有及 / 或於登記使用網上銀行服務時提供的個人資料，在所有重大方面均為最新、真實且準確，且未因遺漏或其它原因導致誤導。客戶承諾於合理可行期限內書面或透過指定電郵地址通知銀行任何該等資料的更改。

- 2.6 The Customer warrants that it shall (i) properly maintain all Accounts, (ii) fully comply with these Terms and Conditions, and (iii) fully pay upon demand all fees, costs and expenses as may be prescribed by the Bank from time to time and associated with the use of and/or maintenance of, including without limitation all commissions and fees as may be prescribed by the Bank from time to time and arising from any Transactions made in connection with, the Accounts and the Internet Banking Services.

客戶保證：(i) 妥善維護所有賬戶；(ii) 完全遵守本條款與細則；及 (iii) 應銀行不時規定，按要求全數支付因使用及 / 或維護賬戶及網上銀行服務所產生的所有費用、成本及開支，包括但不限於因任何交易所產生之佣金及費用。

- 2.7 The Customer shall not use or permit the use of the Website or the Internet Banking Services in whole or in part for any purpose other than as specifically intended to gain access to the Accounts, to carry out Transactions, to make enquiries relating to the Accounts and/or to obtain Services which the Bank may at its sole discretion provide from time to time. In particular, but without limitation, the Customer shall not procure or knowingly allow any other person to:

客戶不得將網站或網上銀行服務全部或部分用於非為特定目的而使用，即以存取賬戶、執行交易、查詢賬戶相關事宜及 / 或獲取銀行不時自行提供的服務為限。尤其是，但不限於，客戶不得促使或明知允許任何其他人士：

- (a) disrupt or interfere with the Website and/or the Internet Banking Services or servers or other software, hardware or equipment connected to or via the Website and/or the Internet Banking Services;
擾亂或干擾網站及 / 或網上銀行服務、其伺服器或其它與網站及 / 或網上銀行服務連接的軟件、硬件或設備；
- (b) violate any Applicable Law relating to the Customer's use of the Website and/or the Internet Banking Services; or
違反有關客戶使用網站及 / 或網上銀行服務的適用法律；
- (c) collect or store any information or Data about other users or party of the Website and/or the Internet Banking Services and/or the Bank other than those of the Accounts of the Customer or as permitted by the Bank expressly.
除客戶賬戶資料或銀行明確允許外，收集或儲存網站及 / 或網上銀行服務及 / 或銀行其他用戶或人士的任何資訊或數據。

3. ACCESS AND SECURITY

存取與安全

- 3.1 The Bank will take such steps as it deems practicable (i) to the intent that its systems in connection with the provision of the Internet Banking Services are installed with reasonably prudent security and designs and (ii) to control and manage the risks in operating the systems, taking into account the Applicable Law relating to the Bank.

銀行將採取其認為可行的措施：(i) 確保其與提供網上銀行服務相關的系統具有合理審慎的安全設計與安裝；及 (ii) 管控及管理系統運作風險，同時考慮適用於銀行的相關法律。



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- 3.2 Access to the Internet Banking Services may be provided through any premises as the Bank may designate including without limitation a private network connection or the World Wide Web. The Customer shall make available at its own cost a computer and other equipment and/or software with access to the Internet capable of viewing the Website and supporting its use of the Internet Banking Services at its own risks. For the avoidance of doubt, the Customer shall be solely responsible for obtaining access to the Internet and for all charges, costs and expenses charged by the relevant internet service providers, including without limitation Public Non-Exclusive Telecommunications Service (“PNETS”) charges and all other charges associated with the connection to the Website for the use of the Internet Banking Services.

網上銀行服務的存取可經由銀行指明的任何地點，包含但不限於私人網絡連線或全球資訊網。客戶須自費提供可接駁互聯網、能瀏覽網站且可支援使用網上銀行服務之電腦及其它設備和 / 或軟件，並自行承擔相關風險。為免存疑，客戶應全權負責取得互聯網連線及支付相關互聯網服務供應商收取的所有費用，包括但不限於公共非獨占電信服務 (PNETS) 費用及所有其它與連線使用網上銀行服務相關的費用。

- 3.3 The Website and the Internet Banking Services apply different technologies to protect the data the Customer sent from the browser of the Customer via the server of the Bank and/or third party information and/or service providers to the ultimate product providers. 網站與網上銀行服務採用不同技術，保障客戶從客戶端瀏覽器經銀行及 / 或第三方資訊及 / 或服務供應商伺服器傳送數據的安全。

- 3.4 For security purposes, the Customer agrees to follow and adhere to guidelines and/or advice which the Bank may at its discretion, but not obliged to, issue from time to time in relation to the use of and access to the Website and/or the Internet Banking Services. 為安全起見，客戶同意遵守銀行酌情(但無義務)不時發出的有關使用及存取網站及 / 或網上銀行服務的指引及 / 或建議。

- 3.5 The Bank will issue to corporate Customer with an assigned User ID, User Password and if applicable the Certification of Authentication and CA Password as the Bank may from time to time specify, which must be used when obtaining access to the Corporate Internet Banking Services, and upon the request of the Bank to use Certification of Authentication and CA Password to complete the Transaction.

銀行將向企業客戶發出用戶編號、用戶密碼，及(如適用)認證證書及 CA 密碼，並可能不時規定須使用該等資料以取得企業網上銀行服務存取權及根據銀行要求使用認證證書及 CA 密碼完成交易。

- 3.6 The Bank will accept the use of PIN and User Code assigned by the Individual Customer with Activation Code assigned by the Bank to set Internet Password by the Individual Customer on the Website. Such Internet Password shall be used in conjunction with PIN and User Code for obtaining authorized access to the Individual Internet Banking Services afterwards. In addition, the Bank may request customer to input the “SMS-OTP” for certain Transactions for identification purpose in consideration to comply with cyber-security requirements.

銀行接受個人客戶使用由銀行指派的啟動碼，配合個人客戶在網站上設定的網上密碼、個人識別碼(PIN)及用戶編號，用以後續取得個人網上銀行服務的授權存取權。此外，銀行亦可能基於履行網絡安全要求，要求客戶於特定交易中輸入短訊一次性密碼 (SMS-OTP) 以作身份識別。

- 3.7 The Customer agrees that it has sole responsibility for the safe custody and retention



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of "Individual Customer Security Mechanism" or "Corporate Customer Security Mechanism" and the Customer shall keep them strictly confidential at its own risks.

客戶同意對「個人客戶安全機制」或「企業客戶安全機制」的安全保管及保存承擔唯一責任，並自行承擔風險嚴格保密。

- 3.8 The Customer shall be solely responsible for all costs and losses, whether directly or indirectly, arising out of or in connection with any unauthorized use of "Individual Customer Security Mechanism" or "Corporate Customer Security Mechanism" by any third party, including without limitation the consequences of any use of such Information, the Content, the Internet Banking Services and the Website.

因任何第三方未經授權使用「個人客戶安全機制」或「企業客戶安全機制」而直接或間接引起或涉及的所有費用及損失，客戶應全權承擔，包含但不限於相關資訊、內容、網上銀行服務及網站被利用的後果。

- 3.9 The Customer shall immediately notify the Bank by telephone at such telephone numbers or in writing to such address of the Bank as may be designated by the Bank from time to time, or in person at one of the Bank's branches if the Customer has reason to suspect or become aware of any disclosure or unauthorized use of "Individual Customer Security Mechanism" or "Corporate Customer Security Mechanism" of the Customer. Upon confirmation of the authenticity of such notification to the satisfaction of the Bank, the Bank may at the cost of the Customer suspend the use of "Individual Customer Security Mechanism" or "Corporate Customer Security Mechanism" of the Customer and, at its sole discretion, re-issue a new one to the Customer. The Customer shall remain wholly responsible for all losses and damages arising out of or in connection with the use of any of the Internet Banking Services, the Content and the Website by any unauthorized third party until such time the Bank confirms actual receipt and acceptance of notification of the Customer of such. For the avoidance of doubt, the Customer shall not be liable for losses and damages incurred after such confirmation of the Bank has been given to the Customer. The Customer agrees and acknowledges that the Bank is entitled to reasonable time for processing the notification of the Customer prior to its confirmation.

若客戶有理由懷疑或發現其「個人客戶安全機制」或「企業客戶安全機制」被披露或未經授權使用，應立即以電話通知銀行指定電話號碼、以銀行不時指定之地址書面通知，或親臨銀行分行辦理。銀行在確認該通知屬實後，可由客戶承擔費用暫停「個人客戶安全機制」或「企業客戶安全機制」之使用，並酌情重新發放新安全機制。於銀行確認收到並接受該通知之前，客戶須對任何未經授權的第三方使用網上銀行服務、內容及網站所造成的所有損失及損害負全責。為免存疑，銀行確認通知送達客戶後，客戶不再負責該日起之損失及損害。客戶同意並承認銀行在確認通知前需合理時間處理該通知。

- 3.10 The Bank is authorized (but not obligated) to act on any Instruction that the Bank, in its sole discretion, believes to have been given or authorized by the Customer (whether or not such Instruction was in fact given or authorized by the Customer) relating to the use of the Internet Banking Services. The Bank shall be under no duty and liability to verify the validity and/or authenticity of any Instructions once the correct "Individual Customer Security Mechanism" or "Corporate Customer Security Mechanism" of the Customer have been inputted and accepted to gain access to and use the Internet Banking Services. The Bank is entitled to treat such Instructions as having duly authorized and approved by the Customer, and the Customer shall indemnify and keep the Bank fully indemnified at all times of all losses and damage as it may suffer or sustain arising out of or otherwise in connection with complying with or executing any such Instructions.

銀行獲授權(但無義務)依該銀行自行判斷相信經客戶發出或授權之指示(不論該指示是否



真實由客戶發出或授權)採取行動，且當客戶正確使用「個人客戶安全機制」或「企業客戶安全機制」並被接受以取得網上銀行服務存取權時，銀行無需驗證該等指示的有效性及 / 或真實性。銀行可視該等指示為客戶已妥為授權並批准，客戶應對因銀行遵從或執行該等指示而可能遭受或蒙受的所有損失及損害全額賠償銀行及持續保障銀行利益。

4. INFORMATION AND TRANSACTIONS

資訊與交易

- 4.1 The Bank does not in any way warrant that (i) any services provided in connection with or any of the Customer's use of the Internet Banking Services and/or the Website will be free of errors, interception or interruption, or that (ii) the Information, Content, or other materials provided, used or accessible in connection with the Internet Banking Services and/or the Website will be free of viruses, disabling devices or other contaminants. The Customer acknowledges that all Information is for reference only and shall not in any circumstances be binding or intended for trading or any other purposes. The Customer further acknowledges that the Bank's internal Records of the Accounts, Transactions and Information shall be conclusive save for obvious error or unless the contrary is established by the Customer to the Bank's satisfaction. For the avoidance of doubt, the Bank may use such updated Information as may be available at the time of executing any Instructions of the Customer for any Transactions, and such Transactions shall be binding on the Customer notwithstanding different Information may have been quoted by the Bank via the Internet Banking Services and/or the Website.

銀行不保證與網上銀行服務及 / 或網站相關的任何服務或客戶對該等服務的使用：(i) 將完全無誤、無攔截或不中斷；或 (ii) 於網上銀行服務及 / 或網站所提供、使用或可存取的資訊、內容或其它資料將不存在病毒、失效裝置或其它有害物質。客戶承認所有資訊僅供參考，任何情況下均不構成約束，亦非用於交易或其它用途。客戶進一步承認，除非有明顯錯誤或客戶滿意地向銀行證明相反，銀行內部賬戶、交易及資訊紀錄具最終效力。為免存疑，銀行可於執行客戶任何交易指示時使用當時可得的最新資訊，該等交易即使與銀行透過網上銀行服務及 / 或網站所報資訊不符，仍對客戶具約束力。

- 4.2 Instructions shall not be deemed executed unless so stated in the Bank's regular statements of the Accounts and/or confirmation of execution given by the Bank online and/or other means of advice. The Customer agrees and acknowledges that it is its sole responsibility to keep records of such statement, confirmation and/or advice given by the Bank, and save for manifest error or unless proved to the contrary by the Customer to the Bank's satisfaction, the Bank's record shall be deemed as conclusive and binding.

指示除非在銀行定期提供的賬戶結單及 / 或銀行通過網上及 / 或其它方式提供的執行確認中載明已執行，否則不視為已完成。客戶同意並承認其有唯一責任保存該等結單、確認及 / 或銀行所提供的通知，除非有明顯錯誤或客戶滿意地向銀行證明相反，否則銀行紀錄應為具終局性及約束力。

- 4.3 Without prejudice to any other provisions of these Terms and Conditions, the Customer agrees that it is under the duty to promptly check and verify the contents of each of the Bank's regular statements of the Accounts and/or confirmation of execution given by the Bank online and/or other means of advice, and report to the Bank any discrepancies if necessary, in accordance with the provisions of these Terms and Conditions as soon as possible. Such online advice and/or confirmation shall be deemed received by the Customer after transmission by the Bank. For the avoidance of doubt, the Customer agrees that it is its duty to notify the Bank if the Customer does not receive the Bank's



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regular statements of the Accounts or such online confirmation and/or other means of advice given by the Bank in respect of any transactions within the time usually required for receipt of similar statements, confirmation and/or advice.

在不妨害本條款與細則其它規定的前提下，客戶同意須盡快按本條款與細則所訂規定，及時檢查及核對銀行定期提供的賬戶結單及 / 或銀行通過網上及 / 或其它方式提供的執行確認內容，如有需要，應向銀行報告任何差異。該等網上通知及 / 或確認於銀行發送後即視為客戶已收到。為免存疑，客戶同意如未能在通常接收類似結單、確認及 / 或通知的時間內收到該等項目，則有責任通知銀行。

- 4.4 Unless the Bank otherwise agrees in writing, the Customer agrees that any Instruction shall be binding and irrevocable once given provided that the correct "Individual Customer Security Mechanism" or "Corporate Customer Security Mechanism" of the Customer were used, whether such Instructions were given by the Customer or by a third party purporting to be the Customer. For the avoidance of doubt, any Instruction shall not be deemed given and/or received by the Bank unless given in such manner as prescribed by the Bank from time to time and actually received by the Bank.

除非銀行另行書面同意，客戶同意只要使用了正確的「個人客戶安全機制」或「企業客戶安全機制」，任何指示一經發出即為具約束力且不可撤銷，不論該等指示是否由客戶本人或聲稱為客戶的第三方發出。為免存疑，任何指示除非按照銀行不時規定的方式發出並由銀行實際接收，否則不視為已向銀行發出及 / 或銀行已接收。

- 4.5 The Customer authorizes the Bank to (but the Bank is not obliged to) withdraw or otherwise deduct such sums of money, including any related costs and expenses, from the relevant Accounts (regardless of there being a debit balances, credit balances or otherwise in those Accounts) as shall be necessary to complete any Transactions. The Customer further agrees that it shall give Instructions only if there are sufficient funds and/or credit facilities in the relevant Accounts to complete a Transaction. The Bank shall not be liable for any consequence arising out of its failure to carry out the Instructions due to the inadequacy of funds and/or credit facilities in the relevant Accounts, provided that the Bank shall at its sole discretion decide to carry out the Instructions notwithstanding such inadequacy, the Bank may do so without seeking prior approval from or notice to the Customer and the Customer shall forthwith upon demand return the fund shortfall and shall be fully liable for all reasonable costs and expenses incurred properly together with accrued interest at such rate as prescribed by the Bank as a result of the overdraft, advance or credit thereby created. For the avoidance of doubt, any Instruction given to the Bank shall operate only as a request to the Bank to act on such Instruction, and the Bank, in its sole discretion and without giving any reason or assuming any liability, may refuse to act on such request or any part thereof immediately or at all.

客戶授權銀行得自相關賬戶中(無論該賬戶為借方餘額、貸方餘額或其它狀態)扣除完成任何交易所需之款項，包括有關費用及支出，但銀行無義務如此行事。客戶進一步同意，僅當相關賬戶有足夠資金及 / 或信貸額度時，方會發出指示完成交易。若因相關賬戶資金及 / 或信貸額度不足，銀行未能執行指示，銀行不承擔任何後果，但如銀行酌情決定執行，則可無須事先通知或徵得客戶同意，客戶須立即償還透支款項並負責所有合理支出及按銀行規定利率計算之利息。為免存疑，客戶向銀行所發指示僅構成請求，銀行有全權酌情立即或拒絕全部或部分執行該等指示，毋須說明理由或承擔責任。

- 4.6 Notwithstanding Clause 4.5 above, the Customer hereby authorizes the Bank to withdraw or otherwise deduct such sums of money, including all related interest, costs and expenses, from any or all of the Accounts (regardless of there being a debit balances, credit balances or otherwise in those Accounts) as shall be necessary to



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execute any Instructions and other standing and/or auto-pay instructions.

雖然有上述第4.5條的規定，客戶茲授權銀行得自任何或全部賬戶中(無論該賬戶為借方餘額、貸方餘額或其它狀態)扣除履行任何指示及其它常設及 / 或自動付款指示所需之款項，包括所有相關利息、費用及支出。

5. LINKS AND ADVERTISEMENTS

連結與廣告

- 5.1 The Bank does not endorse and is not responsible for the content or accuracy of any off-Website pages or any other websites linked to the Website (including without limitation any websites linked through advertisements or through any search engines). The Bank expressly disclaims any liability for any loss or damage of any kind arising under or in connection with any reliance or otherwise use of such websites.

銀行不對本網站以外的頁面或任何其它連結至本網站的網站(包括但不限於通過廣告或搜尋引擎所連結之網站)的內容或準確性作出認可，亦不承擔任何因依賴或使用該等網站而引致或與之相關的任何損失或損害的責任。銀行明確否認因此產生的任何責任。

- 5.2 The Customer's correspondence or dealings with, or participation in promotions of, advertisers on the Website are solely between the Customer and such advertisers. The Bank is not responsible for any loss or damage of any kind incurred as a result of any such dealings or as a result of the presence of advertisements on the Website.

客戶與本網站的廣告商之通訊、交易或參與促銷活動，純屬客戶與該等廣告商之間的事宜。銀行不會就客戶因該等交易或本網站廣告的存在而產生的任何損失或損害承擔任何責任。

6. FEES AND COSTS

費用及開支

- 6.1 The Bank reserves the right to charge fees in relation to the execution of Instructions and/or the use, availability and/or termination of the Internet Banking Services and to revise such fees from time to time in such form and manner as the Bank may deem fit by giving reasonable written or email notice to the Customer provided that such written/email notice shall be given to the Customer in accordance with the manner as permitted under the Code of Banking Practice issued by Hong Kong Association of Banks ("HKAB"). The Customer shall be notified of the effective date of any such revised fees and shall become bound and liable for such revised fees upon the Customer's continued use of the Internet Banking Services, or maintenance of Accounts to which the Internet Banking Services shall remain available, after such effective date.

銀行保留就執行指示及 / 或網上銀行服務的使用、提供及 / 或終止收取費用的權利，並可不時以銀行認為合適的形式及方式修訂該等費用，並向客戶發出合理的書面或電郵通知，惟該等書面 / 電郵通知須依據由香港銀行公會(HKAB)發佈之《銀行業守則》所允許的方式送達客戶。客戶將獲通知任何修訂費用的生效日期，並自客戶於生效日期後持續使用網上銀行服務或維持可使用網上銀行服務的賬戶起，受該等修訂費用約束及承擔責任。

- 6.2 All costs and fees, including without limitation the fees mentioned in Clause 6.1 above, associated with the use of and/or maintenance of the Accounts, the Internet Banking Services shall be paid and collected in such manner as the Bank may from time to time determine at its sole discretion.

使用及 / 或維護賬戶、網上銀行服務所產生的所有費用及開支，包括但不限於以上第



6.1條所述的費用，均須按照銀行不時自行決定的方式支付及徵收。

7. THE INTERNET BANKING SERVICES PRIVACY POLICY

網上銀行服務私隱政策

7.1 When using the Website and/or the Internet Banking Services, the Customer may provide the Bank with certain of the personal data ("Personal Data") of the Customer, as defined in the Personal Data (Privacy) Ordinance ("Ordinance"), such as the name(s), address(es), date(s) of birth and bank account information of the Customer. The Customer has certain rights in relation to the Personal Data of the Customer. By accessing or using the Website and/or the Internet Banking Services, the Customer consents to the capture and use of the Personal Data of the Customer in accordance with the Bank's Privacy Policy posted on the Website (as amended from time to time by the Bank).

在使用本網站及 / 或網上銀行服務時，客戶可能向銀行提供根據《個人資料（私隱）條例》（「條例」）定義的某些個人資料（「個人資料」），例如客戶的姓名、地址、出生日期及銀行賬戶資料。客戶對其個人資料享有一定權利。客戶通過存取或使用本網站及 / 或網上銀行服務，即表示同意銀行按本網站所載之私隱政策（銀行可不時修訂該私隱政策）收集及使用其個人資料。

7.2 Unless otherwise required by or in accordance with the prevailing laws and regulations or court of competent jurisdiction and except as referred to in their respective privacy policies, the Bank will take reasonably practicable steps to maintain and keep the Personal Data of the Customer confidential and shall not reveal such Personal Data to any individual or party without the authorization of Customer save as provided in the Bank's Privacy Policy (as amended from time to time) and/or these Terms and Conditions. The Customer understands and agrees that it should refer to the Bank's Privacy Policy as to how the Bank protects the Personal Data of Customer.

除非根據現行法律法規或有管轄權的法院命令另有要求，及除各自私隱政策中所述外，銀行將採取合理可行的措施保護及保密客戶的個人資料，除非獲得客戶授權，銀行不會向任何個人或機構披露該等個人資料，惟銀行私隱政策（經不時修訂）及 / 或本條款與細則另有規定者除外。客戶瞭解並同意應參考銀行私隱政策以了解銀行如何保護客戶的個人資料。

7.3 During the Customer's use of the Website and/or the Internet Banking Services, blocks of data known as "Cookies" may be issued to or requested from computer(s) of the Customer. The Customer may remove or reject any such cookies but the Customer must not alter any cookies sent to the Customer's computer(s) from the Website.

在客戶使用本網站及 / 或網上銀行服務期間，或向客戶的電腦發出或請求發出被稱為「Cookies」的數據區塊。客戶可刪除或拒絕該等Cookie，但不可更改從本網站發送至其電腦的Cookies。

7.4 The Customer acknowledges that certain Transactions cannot be processed on the Website without the use of cookies.

客戶承認，部分交易若未使用Cookies，將無法在本網站上處理。

8. INTELLECTUAL PROPERTY

知識產權

8.1 The Customer acknowledges that any part of the Content is a trade secret, confidential and proprietary property of the Bank and the relevant information providers. The



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Customer further acknowledges that such Content is subject to copyright and/or other intellectual property rights of the Bank or any third party ("Intellectual Property Rights").

客戶確認，內容的任何部分均屬銀行及相關資訊提供者的商業秘密、機密及專有財產。

客戶進一步確認該等內容受銀行或任何第三方的版權及 / 或其它知識產權(「知識產權」)保護。

8.2 Unless the Customer is expressly authorized by the Bank in writing or compelled by law and with prior written notice to the Bank, the Customer shall not itself, and shall not participate in or permit any third party to:

除非銀行以書面明確授權或依法強制且事先書面通知銀行，客戶不得自行，亦不得參與或允許任何第三方：

- (a) sell, transfer, disclose, assign, publish, convey, lease, sub-lease, share, loan, transmit, duplicate, reproduce, distribute, broadcast, cablecast, display, publicly perform, download, put in circulation, prepare derivative works based on, repost or otherwise use, provide or disseminate any of the Content in any way for any purpose without the prior written consent of the Bank;

未經銀行事先書面同意，以任何方式為任何目的出售、轉讓、披露、讓渡、發佈、傳送、租賃、分租、分享、借出、複製、重製、分發、廣播、有線播送、展示、公開表演、下載、流通、準備衍生作品、重新發布或以其它方式使用、提供或散布任何內容；

- (b) remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Content including, without limitation, any trademark or copyright notice;

以任何方式移除、抹去、刪除、搬移或修改內容上或與內容一同出現之任何專有標記，包括但不限於任何商標或版權標示；

- (c) use any Content on any other website or in a networked computer environment for any purpose;

將任何內容用於其它網站或網絡電腦環境中作任何用途；

- (d) decompile or attempt to decompile, reverse engineer, translate, convert, adapt, alter, modify, enhance, add to, delete, or in any way tamper with, or gain unauthorized access to, any part of the Content, the Internet Banking Services or any software incorporated into the Website; or

反編譯或嘗試反編譯、逆向工程、翻譯、轉換、改編、變更、修改、增強、添加、刪除或以任何方式干擾、竄改、或未經授權存取內容、網上銀行服務或網站所含任何軟件的任何部分；

- (e) contravene any Applicable Law or otherwise infringe the Intellectual Property Rights of any party in using the Content, the Internet Banking Services and/or the Website.

違反任何適用法律或以其它方式侵犯任何一方對內容、網上銀行服務及 / 或網站的知識產權。

8.3 The Customer agrees that all rights, benefits, title and interest in and relating to the Content and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of the Bank and the relevant information providers. Nothing in these Terms and Conditions or in the Customer's use of the Internet Banking Services or the Website shall confer or transfer any Intellectual Property Right to the Customer or provide the Customer with a licence to exercise any Intellectual Property Right or otherwise enable the Customer to acquire any right with respect to the Website and/or Content unless it is expressly stated to the contrary. The Customer shall not make any representation or do any act which may be taken to indicate or otherwise imply that the Customer have



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any such rights, benefits, title or interest.

客戶同意，內容及所有相關的版權、專利、商標、服務標記、專有財產、商業秘密及獨有作品的一切權利、利益、所有權及權益均屬並將繼續專屬於銀行及相關資訊提供者。除非明確載明相反，這些條款與細則或客戶使用網上銀行服務或網站均不授予或轉讓任何知識產權予客戶，也不賦予客戶行使任何知識產權之許可或使客戶取得關於網站及 / 或內容的任何權利。客戶不得作出任何可能表示或暗示其持有該等權利、利益、所有權或權益的陳述或行為。

- 8.4 The Customer acknowledges that the Bank and any information or service provider may from time to time, subject to reasonable prior notice (where practicable), impose certain conditions upon the availability of any part of the Content that they supply. The Customer agrees that its continued access to, or the availability to the Customer of, such Content after the relevant effective date of such conditions constitute the acceptance of those conditions of the Customer.

客戶確認，銀行及任何資訊或服務提供者得不時在合理事先通知(如實際可行)下，對其供應的任何內容部分的使用設立若干條件。客戶同意，於該等條件相關生效日期後繼續存取或使用該等內容，即視為客戶接受該等條件。

9. LIABILITY OF THE BANK

銀行責任

- 9.1 Unless Clause 10.2 applies or due to the gross negligence or willful default of the Bank, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant Transaction (whichever is less), the Bank shall not assume any liability or responsibility whatsoever to the Customer or any other person for the consequences arising from or in connection with:

除非第10.2條適用，或因銀行、其職員或僱員之重大疏忽或故意違約，且僅限於因此直接且合理可預見之直接損失及損害(如有)或相關交易金額(以較低者為準)，銀行不對客戶或任何其他人士承擔任何因以下情況所引起或與之相關的後果的任何責任或義務：

- (a) use of the Internet Banking Services and/or access to any Content as a result of such use by the Customer or any other person whether or not authorized;
客戶或任何其他人士（無論是否獲授權）使用網上銀行服務及 / 或存取任何內容；
- (b) any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Internet Banking Services, in transmitting Instructions or Content relating to the Internet Banking Services or in connection with the Website caused by any acts, omissions or circumstances beyond the reasonable control of the Bank including, without limitation, failure of any communication network, act or omission of any third party information or service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law);
因銀行合理控制範圍以外之行為、遺漏或情況所導致網上銀行服務或有關網站的任何中斷、攔取通信、暫停、延遲、遺失、不能提供、損壞或其它故障，包括但不限於任何通訊網絡故障，任何第三方資訊或服務供應商之行為或遺漏，設備、裝置或設施機械故障、停電、故障、不足，或任何法律、規則、規例、守則、指令、監管指引或政府命令(無論是否具有法律效力)；
- (c) transmission, posting and/or storage of any Content and/or Data relating to the Customer, the Internet Banking Services and/or Transactions or dealings conducted by the Customer in relation or pursuant to the Internet Banking Services



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through or in any system, equipment or instrument of any communication network provider;

通過任何通訊網絡供應商之系統、設備或工具傳送、張貼及 / 或存儲與客戶、網上銀行服務及 / 或客戶根據網上銀行服務進行的交易或往來相關的任何內容及 / 或數據;

- (d) without prejudice to Clause 4.1 above, the Customer agrees that neither the Bank nor any information provider shall be deemed an investment advisor or other professional to the Customer. It is the sole responsibility of the Customer to seek or determine market information and seek independent professional advice on financial, investment, technical, legal, tax and other issues in connection with the use of the Internet Banking Services and/or the Website.

於不妨害上述第4.1條的規定的情況下，客戶同意，銀行或任何資訊供應商均不應視為客戶之投資顧問或其他專業人士。客戶應自行負責尋求或判斷市場資訊，並就與使用網上銀行服務及 / 或網站相關的財務、投資、技術、法律、稅務及其它事宜尋求獨立專業意見。

- 9.2 All Content and Information shall be made available on an "as is" basis and for reference purposes only. The Bank does not endorse or express any comment on any Content or Information supplied by third party information providers nor does it assume any duty to check or verify such Content or Information.

所有內容及資訊均以「現狀」形式提供，僅供參考用途。銀行不認可亦不對任何第三方資訊供應商所提供的內容或資訊發表任何評論，亦不承擔檢查或核實該等內容或資訊的責任。

- 9.3 Without prejudice to Clauses 4.1, 9.1 and 9.2 above, neither the Bank nor any information or service provider warrants, represents or guarantees the accuracy, reliability, adequacy, timeliness and completeness of any Content or whether any Content is fit for any purpose. The Bank and all such information or service providers expressly disclaim all liabilities whatsoever arising from or in connection with any reliance on any Content or Information.

於不影響上述第4.1、9.1及9.2條款的規定的情況下，銀行及任何資訊或服務供應商均不保證、不陳述或不擔保任何內容的準確性、可靠性、充分性、及時性及完整性，亦不保證任何內容是否適合任何用途。銀行及所有該等資訊或服務供應商明確否認因依賴任何內容或資訊而引起或與之相關的所有責任。

- 9.4 Without prejudice to Clauses 3.9 and 3.10 above and save for gross negligence, willful default or fraud of the Bank, its officers or employees, the Bank expressly disclaims all liabilities arising from and in connection with the validity, integrity and/or authenticity of any Instructions once the correct "Individual Customer Security Mechanism" or "Corporate Customer Security Mechanism" of the Customer have been inputted and accepted to gain access into the Internet Banking Services.

於不妨害第3.9及3.10條款的規定的情況下，且除銀行、其職員或僱員之重大疏忽、故意違約或欺詐外，銀行明確否認自客戶正確輸入並被接受其「個人客戶安全機制」或「企業客戶安全機制」以存取網上銀行服務後，因任何指示的有效性、完整性及 / 或真實性而引起或與之相關的所有責任。

- 9.5 The Customer is solely responsible for implementing all such procedures and checkpoints to satisfy the particular requirement of the Customer for accuracy and security of Data input and output, and for maintaining a means external to the Website or the Internet Banking Services for the reconstruction of lost Data. If the Customer's use of the Website or the Internet Banking Services results in the need for servicing or



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replacing property, material, equipment or Data, the Customer agrees that the Bank shall not be liable for any such costs.

客戶須自行負責執行所有程序及檢查點，以符合客戶對資料輸入及輸出準確度和安全性的特定要求，並維持網站或網上銀行服務外部之遺失資料重建方式。若客戶使用網站或網上銀行服務導致財產、物料、設備或資料需要維修或更換，客戶同意銀行不承擔任何相關費用。

- 9.6 The Customer acknowledges and understands that the Bank has endeavoured to ensure the personal Data of the Customer shall be secured and confidential. The Bank shall not be liable for all consequences arising from or in connection with any loss, interception or misuse of the personal Data of the Customer by any person beyond the reasonable control of the Bank without prejudice to Clause 10.2(a).

客戶明白並承認銀行已盡力確保客戶個人資料的安全及保密。銀行對於因超出其合理控制範圍的任何人士導致的客戶個人資料遺失、攔截或誤用所引起或與之相關的所有後果不承擔責任，而且不妨害第10.2(a)條的規定。

- 9.7 Notwithstanding any other provisions of these Terms and Conditions, neither the Bank nor any other information or service provider shall in any circumstances be liable for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

不論本條款與細則有任何其它規定，銀行及任何其它資訊或服務供應商在任何情況下均不對任何附帶、間接、特殊、繼起或懲罰性損害承擔責任，該等損害包括但不限於使用、收入、利潤或節省的損失。

10. LIABILITIES OF THE CUSTOMER

客戶責任

- 10.1 Without prejudice to Clause 3.8 and unless Clause 10.2 applies, the Customer shall be fully responsible and liable for all consequences arising from and in connection with the access to and use of the Internet Banking Services (including but not limited to any Transactions) and/or the Website and/or access to any Content by any person, whether or not authorized by the Customer.

在不妨害第3.8條且除非第10.2條適用的情況下，客戶應對因任何人士(無論是否獲客戶授權)存取及使用網上銀行服務(包括但不限於任何交易)及 / 或網站及 / 或存取任何內容而引起或與之相關的所有後果承擔完全責任。

- 10.2 Subject to Clauses 3.9 and 3.10 and without prejudice to the generality of other provisions of these Terms and conditions, if in the reasonable opinion of the Bank, there is no negligence, breach, fraud or fault on the part of the Customer, the Customer shall not be liable for loss or misplacement of funds caused by Unauthorized Transactions conducted through the use of the Internet Banking Services as a result of:

受第3.9條及第3.10條限制而且不影響本條款與細則其它條文的一般適用的情況下，若銀行合理認為並無客戶存在疏忽、違約、欺詐或過失，客戶不應對因以下原因而導致透過網上銀行服務進行之未經授權交易所造成的資金損失或錯放負責：

- (a) a computer crime which should have been prevented by the risks control and management measures had the Bank adopted such measures in accordance with Clause 3.1;
銀行如果依據第3.1條採取風險控制及管理措施，本可防止的電腦犯罪；
- (b) a missed or mis-directed payment caused by the gross negligence or willful default of the Bank, its officers or employees; or



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銀行、其職員或僱員之重大疏忽或故意違約所致的錯過或錯誤指示的付款；

(c) a human or system error of the Bank.

銀行之人為或系統錯誤。

10.3 Without prejudice to any other provision of these Terms and Conditions and unless Clause 10.2 applies or due to the gross negligence or willful default of the Customer, the Customer shall fully indemnify and keep indemnified the Bank and its subsidiaries, affiliates, officers, employees and agents against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including without limitation legal fees on a full indemnity basis) which may be incurred and all actions or proceedings which may be brought by or against the Bank in connection with the provision of the Internet Banking Services and/or the Website and/or access to the Content and/or the exercise or preservation of the Bank's powers and rights under these Terms and Conditions.

除非第10.2條適用或因客戶之重大疏忽或故意違約外，且不影響本條款與細則其它規定，客戶應全額賠償並持續保障銀行及其附屬公司、關聯公司、職員、僱員及代理人免於承擔因提供網上銀行服務及 / 或網站及 / 或存取內容，及 / 或依本條款與細則行使或維護銀行權利而可能引致的所有責任、索償、索付、損失、損害、費用、收費及開支(包括但不限於全額賠償基礎下的律師費)，以及所有可能由銀行提出或針對銀行提起的任何訴訟或程序。

11. TERMINATION

終止

11.1 Subject to Clause 11.2 below, the provisions in this Part C shall become effective on the date hereof and shall continue in force until terminated by the Customer by giving not less than 3 business days written notice to the Bank or such other longer period as the Bank may reasonably require.

受限於下述第11.2條的情況下，本C部分的條款自本日生效，並持續有效，直至客戶提前不少於3個營業日書面通知銀行終止，或銀行合理要求的更長通知期屆滿為止。

11.2 Notwithstanding Clause 11.1 above, the Bank may at any time and without notice and/or reason to the Customer suspend, vary or terminate all or any of the Internet Banking Services and/or their use by the Customer.

儘管有上述第11.1條規定，銀行可隨時不經通知及 / 或無需向客戶說明理由，中止、變更或終止全部或部分網上銀行服務及 / 或客戶對該等服務的使用。

11.3 Notwithstanding any provisions in this Part C, the termination of provisions in this Part C pursuant to this Clause 11 shall not affect any antecedent liabilities of the parties hereunder or any Instructions given prior to such termination. Specifically this Clause 11.3 and Clauses 8, 9, 10, 13 and 16 in this Part C shall survive termination of this Part C.

儘管本C部分有任何規定，根據本條第11條的終止，不得影響雙方於本C部分終止前所承擔的任何既往責任或任何提前給予的指示。尤其是本第11.3條及C部分第8、9、10、13及16條於本C部分終止後仍繼續有效。

12. DELEGATION OF INTERNET BANKING

網上銀行服務之委託

The Bank may, in its absolute discretion and on such terms and conditions as it may consider appropriate, delegate any services in relation to the operation of the Internet Banking



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Services to the Bank's agents or any third parties which the Bank may select from time to time.

銀行可自行全權決定並以其認為適當的條款與細則，將與網上銀行服務營運相關的任何服務，委託予其代理人或銀行不時選擇的第三方。

13. SEVERABILITY

可分割性

In the event that any of the provisions of this Part C shall for any reason be held to be illegal or invalid or unenforceable under the Applicable Law, the remaining provisions shall remain valid and enforceable in accordance with their respective terms.

倘若本C部分任何條款因任何原因依適用法律被視為非法、無效或不可執行，該等條款無效或不可執行的部分不影響其它條款繼續有效並依其各自條款執行。

14. VARIATION AND SUPPLEMENTS

變更及補充

14.1 The provisions of this Part C may be unilaterally amended by the Bank from time to time with reasonable prior notice to the Customer. Such amendments will be sent to the Customer by post and/or posted on the Website or otherwise and shall become effective at such effective date and time as stipulated by the Bank and shall be binding on the Customer if the Customer continues to maintain the Accounts to which the Internet Banking Services are made available or use the Internet Banking Services after the effective date of such amendments. Each access to and use of the Website and/or the Internet Banking Services shall be subject to the provisions of this Part C then in force.

銀行可不時單方面修改本C部分條款，並於合理期限內事先通知客戶。該等修改可透過郵寄及 / 或於網站公告或以其它方式通知客戶，修改生效日期及時間由銀行訂定。客戶於該等修改生效日後，若繼續維持適用網上銀行服務的賬戶或繼續使用網上銀行服務，該等修改須對客戶具約束力。每次存取及使用網站及 / 或網上銀行服務均須遵守該時生效的本C部分條款。

14.2 The provisions of this Part C form part of these Terms and Conditions and these Terms and conditions shall continue to apply in respect of the dealings and operations of the Accounts provided that in the event of any inconsistencies between this Part C and other provisions of these Terms and Conditions, this Part C shall prevail over other provisions of these Terms and Conditions for the purposes of the Internet Banking Services save as expressly provided to the contrary in these Terms and Conditions.

本C部分條款構成本條款與細則之一部分，且本條款與細則在賬戶交易及操作方面持續適用。惟就網上銀行服務而言，若本C部分與本條款與細則其它條款有任何不一致之處，除非本條款與細則另有明文規定，皆以本C部分條款為準。

14.3 Any use of the Internet Banking Services or the maintenance of the Accounts to which the Internet Banking Services are available shall be deemed the Customer's acceptance of this Part C as prevailing from time to time.

客戶使用網上銀行服務或維持可使用網上銀行服務之賬戶，即視為接受本C部分不時生效的內容。



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15. MISCELLANEOUS

雜項

- 15.1 For the purposes of the Internet Banking Services each notice and communication sent by post to the last known address of the Customer on the Bank's record shall be deemed to have been duly delivered to the Customer 2 Business Days (in the case of local address) or 7 Business Days (in the case of overseas address) after it has been posted and if sent by electronic mail or facsimile to the designated electronic mailing address or facsimile number of the Customer respectively, upon it being sent unless it is otherwise shown to the contrary by the Bank's internal Records. In proving delivery of posted notices and communications it shall be sufficient to prove that the notice and/or communication was properly addressed and mailed with postage prepaid. For the avoidance of doubt any notice given by the Bank to the Customer shall be deemed to have been duly delivered by the posting of such notice on the Website.

就網上銀行服務而言，銀行透過郵寄至客戶於銀行紀錄上的最後已知地址所發出的每項通知與通訊，於郵寄後2個營業日(本地地址)或7個營業日(海外地址)視為已妥善送達客戶；如以電子郵件或傳真方式分別發送至客戶指定的電子郵寄地址或傳真號碼，則於發送之時視為已送達，除非銀行內部紀錄另有相反證明。證明已送達郵寄通知及通訊時，證明該通知及 / 或通訊已正確標明地址並已付郵資寄出，足以成立。為免生疑義，銀行向客戶發出的任何通知，如於網站上發布，應視為已妥善送達。

- 15.2 For the purposes of the Internet Banking Services, any communication made by the Customer to the Bank shall either be:

就網上銀行服務而言，客戶向銀行作出的任何通訊須為：

- (a) delivered by hand or sent by post to the branch(es) or such other address(es) as designated by the Bank from time to time and such communication shall be deemed to have been duly delivered to the Bank 2 Business Days (in case of mail sent locally) or 7 Business Days (in case of mail sent from overseas) after it has been posted; or

由客戶親手遞交或郵寄至銀行不時指定的分行或其它地址，且該通訊於郵寄後2個營業日(本地郵寄)或7個營業日(海外郵寄)視為已妥善送達銀行；或

- (b) sent by facsimile or electronic mail to such facsimile number(s) or electronic mail address(es) as designated by the Bank From time to time in which case such communication shall be deemed to have been delivered to the Bank upon it having been sent provided that, if required by the Bank, a facsimile transmission report showing such successful transmission shall be made available to the Bank.

傳真或電郵至銀行不時指定的傳真號碼或電子郵件地址，且該通訊於發送時視為已送達銀行，惟如銀行要求，須向銀行提供成功傳送的傳真傳輸報告。

- 15.3 Where the authorized signatory(ies) of a body corporate signed the Internet Banking Services Application Form on behalf of such body corporate, such authorized signatory(ies) and body corporate agrees to assume all liabilities and obligations under these Terms and Conditions on a joint and several basis and all Transactions effected by the Bank pursuant to the Instructions shall be binding on such body corporate and the authorized signatory(ies) in all aspects. Such body corporate and authorized signatories hereby jointly and severally represent and warrant that:

如法團之獲授權簽署人代表該法團簽署網上銀行服務申請表，該等獲授權簽署人及該法團同意就本條款與細則承擔共同及各別責任，銀行依據指示執行的所有交易對該法團及獲授權簽署人均具法律約束力。該法團及獲授權簽署人謹此共同且各別聲明及保證：



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- (a) such body corporate is a corporation duly incorporated and is validly existing under the laws of the country of its incorporation;
該法團為依其註冊地國法律正當成立且合法存續的法人團體;
- (b) these Terms and Conditions have been validly authorized by the appropriate corporate action of the body corporate and when executed and delivered shall constitute valid and binding obligations of the body corporate in accordance with the terms herein;
本條款與細則已獲該法團適當的公司行為授權，簽署及交付後將構成該法團根據本條款內文有效且具約束力的義務;
- (c) all consents and approvals required by the body corporate for its agreement of these Terms and Conditions have been obtained;
該法團已取得訂立本條款與細則所需的所有同意及批准;
- (d) the certified true copies of the body corporate certificate of incorporation or registration, charter, statute or memorandum and articles or other instruments constituting or defining its constitution and the board resolutions of the body corporate delivered to the Bank are true and accurate and still in force;
交付予銀行的該法團註冊證明書、章程、法規或組織大綱及章程細則或其它組成或定義其組成的文書及董事會決議的核證副本皆真實、準確且仍有效;
- (e) no steps have been taken or are being taken to appoint a receiver and/or manager or liquidator over the assets of or to wind up the body corporate.
該法團未曾或目前未有任何措施以委任其資產接管人、管理人或清盤人，亦未進行清盤程序。

15.4 Where the Internet Banking Services Application Form is signed by Customers jointly as joint account holders each of the Customers agrees, represents and warrants that: 由共同帳戶持有人聯名簽署網上銀行服務申請表之客戶，客戶的各方同意、聲明及保證:

- (a) the liabilities and obligations of each of the Customers shall be joint and several;
客戶的每一人的責任及義務均為共同及各別的;
- (b) notwithstanding any Instructions to the contrary, (whether given before or after the date of the Internet Banking Services Application Form) any one of the Customers shall have full authority to give any Instruction and to receive communication or confirmation from the Bank provided that the Bank may at any time insist that any one or more of the Customers to give Instructions as it may see fit and prudent.
儘管有相反指示(無論該指示係在申請表簽署之前或之後發出)，客戶的每一人均有全權發出指示並接收銀行之通訊或確認，惟銀行可於任何時間視情況要求一位或多位客戶發出指示。

15.5 Where the Internet Banking Services Application Form is signed by a firm (whether a sole-proprietorship or a partnership) all agreements obligations and liabilities hereunder shall be binding in addition to the authorized signatories who signed the Internet Banking Application Form on behalf of the firm or the person or persons from time to time carrying on business in the name of the firm or under the name in which the business of such firm from time to time be continued.

若網上銀行服務申請表由商號(無論為獨資或合夥)簽署，則除簽署申請表的獲授權簽署人外，任何不時以該商號名義或以繼續經營該商號業務名義從事業務之人士均受本條款與細則的協議、義務及責任約束。

15.6 References herein to the Customer shall include, if applicable the personal representative and successors of the Customer. Reference herein to the Bank shall include its successors and assigns.



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本條款與細則述及「客戶」之處，如適用，亦包括客戶之個人代表及繼承人；「銀行」則包括其繼承人及受讓人。

15.7 The Chinese version of these Terms and Conditions is for reference only and in the event of any discrepancy between the English and Chinese versions of these terms and conditions, the English version shall prevail over that of the Chinese version.

本條款與細則之中文版本僅供參考，如英文版本與中文版本有任何不一致，概以英文版本為準。

16. JURISDICTION

管轄權

Part C of these Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong. The Customer hereby agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts for matters relating to Part C of these Terms and Conditions.

本條款與細則C部分受香港法律管轄並按其解釋。客戶同意就本條款與細則C部分相關事宜，接受香港法院的非專屬管轄權。



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PART D – e-STATEMENT AND e-ADVICE SERVICE

D 部分 – 電子結單及電子通知服務

This Part D will only apply if the Customer chooses to use any Services below. The provisions in this Part D should be read in conjunction with other provisions of these Terms and Conditions. In the event of any inconsistency between the provisions in Part D and other provisions of these Terms and Conditions, the provisions in Part D shall prevail.

本 D 部分僅於客戶選擇使用以下任何服務時適用。此 D 部分之條文應與本條款與細則其它條文一併閱讀。如 D 部分之條文與本條款與細則其它條文有任何不一致，應以 D 部分之條文為準。

1. INTERPRETATION

詮釋

- 1.1 In addition to the definitions in other provisions of these Terms and Conditions, the following words and expressions shall have the following meanings:

除本條款與細則其它條文所定義的詞語外，以下詞語及表達應具有以下意義：

“Advice” means any advice, report, confirmation, receipt, record, acknowledgement, notice, message or communication issued or made available by the Bank from time to time in paper form in relation to any Account, service or product offered by the Bank, and marked as such and excludes a Statement.

「通知」指銀行不時以紙本形式發出或提供，涉及任何帳戶、服務或銀行提供之產品的任何建議、報告、確認、收據、紀錄、確認書、通知、訊息或通訊，並已標明為「通知」，並不包括結單。

“e-Advice” means an Advice issued or made available by the Bank from time to time in electronic form under the Service.

「電子通知」指銀行不時以電子形式根據本服務發出或提供之通知。

“e-Banking Device” means facilities (including, without limitation, any terminal, software, modem, computer equipment, electrical or wireless appliances and telecommunications facilities) for accessing and using the e-Information.

「電子銀行裝置」指用於存取及使用電子資訊的設施（包括但不限於終端機、軟件、數據機、電腦設備、電氣或無線裝置及電訊設施）。

“e-Information” means an e-Statement or an e-Advice (or both).

「電子資訊」指電子結單或電子通知(或兩者兼有)。

“e-Statement” means a Statement issued or made available by the Bank from time to time in electronic form under the Service.

「電子結單」指銀行不時以電子形式根據本服務發出或提供之結單。

“Statement” means any statement, report, confirmation, receipt, record, acknowledgement, notice, message or communication issued or made available by the Bank from time to time in paper form in relation to any Account, Service or product offered by us, and marked as such and excludes an Advice.

「結單」指銀行不時以紙本形式發出或提供，涉及任何帳戶、服務或銀行所提供之產品的任何結單、報告、確認、收據、紀錄、確認書、通知、訊息或通訊，並已標明為「結單」，並不包括通知。



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“Telecommunication Equipment” includes mobile telephones, laptop computers, desktop personal computers, pocket personal computers, personal digital assistants and any other electronic media or equipment.

「電信設備」包括流動電話、手提電腦、桌面個人電腦、掌上型個人電腦、個人數碼助理及任何其它電子媒介或設備。

2. THE SERVICE

服務

2.1 The Customer should ensure that:

客戶應確保：

(a) its Telecommunication Equipment, telecommunication service provider and computer software is suitable for reading and receiving the e-Information, as accepted by the Bank from time to time; and

其電信設備、電信服務提供者及電腦軟件符合銀行不時接受的標準，以用於閱讀及接收電子資訊；及

(b) its email address and mobile phone number on the Bank's record are at all times (i) up-to-date, (ii) valid and (iii) capable of receiving the e-Information and any other correspondence from the Bank.

其於銀行紀錄上的電郵地址及手機號碼於任何時候均是(i)最新、(ii)有效，且(iii)能夠接收電子資訊及銀行發出的其它信件。

2.2 Each e-Information will be provided to the Customer in the following ways (or any of them) as determined by the Bank from time to time:

每項電子資訊將由銀行不時以以下方式（或其中一項）提供給客戶：

(a) by placing it in the Customer's e-Banking Device; and

放置於客戶的電子銀行裝置；及

(b) by sending it to the Customer's email address on the Bank's record.

發送至銀行紀錄上客戶的電郵地址。

2.3 The Customer is responsible for paying all fees, charges and expenses for its Telecommunication Equipment and services provided by its telecommunications service provider in connection with the Service.

客戶須負責支付其電信設備及其電信服務供應商因使用本服務所產生的所有費用、收費及開支。

2.4 Where an e-Statement is placed in the Customer's e-Banking Device, the Bank has no obligation but may notify the Customer that the latest e-Statement has been made available. The Bank may notify the Customer by sending a message to the Customer's mobile phone number or email address on the Bank's record.

若電子結單置於客戶的電子銀行裝置，銀行無義務，但可通知客戶最新電子結單已可供查閱。銀行可透過向銀行紀錄上客戶的手機號碼或電郵地址發送訊息予以通知。

2.5 Unless the Bank decides otherwise and subject to Clauses 2.6 and 2.7 below, where the Bank has provided an e-Information to the Customer in accordance with Clause 2.2 above, the Bank will not provide the corresponding Statement or Advice (as the case may be) to the Customer.

除非銀行另有決定，且受以下第2.6條及2.7條限制，當銀行根據第2.2條向客戶提供電子資訊後，銀行將不再次向客戶提供相應的紙本結單或通知(視乎情況而定)。



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- 2.6 The Bank is not obliged to provide but may at its sole discretion, at the Customer's request, provide the corresponding Statement or Advice in paper form after sending an e-Information. The Bank shall charge a fee for providing the corresponding Statement or Advice in paper form to the Customer.

銀行無義務提供，但可自行酌情應客戶要求，在發送電子資訊後提供相應的紙本結單或通知。銀行對此服務將會向客戶收取費用。

- 2.7 Where the Bank provides an e-Information to the Customer by email:

當銀行以電郵方式向客戶提供電子資訊時：

- (a) if the Bank believes it has been successfully sent to the Customer's email address, the Bank will not re-send it again;
若銀行認為已成功發送至客戶電郵地址，將不再重發；
- (b) if the Bank believes that it does not reach the Customer, the Bank may (but is not obliged to) do the following (or any of them):
若銀行認為未能送達客戶，銀行可(但無義務)採取以下或任一項措施：
 - (i) re-send it in accordance with the Bank's procedures for re-sending e-Information set by the Bank from time to time;
依照銀行不時制定的電子資訊重發程序重新發送；
 - (ii) notify the Customer by any way the Bank considers appropriate;
以銀行認為合適的方式通知客戶；
 - (iii) send to the Customer the corresponding Statement or Advice to its mailing address on the Bank's record; and
向客戶銀行紀錄上的郵寄地址寄送相應的紙本結單或通知；
 - (iv) dispose of the said e-Information as the Bank may decide, including removing or deleting the e-Information from the Bank's systems and record;
按銀行決定處理該電子資訊，包括從銀行系統及紀錄中移除或刪除電子通訊電子資訊；
- (c) the Customer should not reply to the Bank's email which is one-way message;
客戶不應回覆銀行所發出的單向電郵訊息；
- (d) each e-Information sent to the Customer's email address will be secured by a Password as designated;
每份發送至客戶電郵地址的電子資訊將設有指定密碼以保障安全；
- (e) the Customer agrees to carefully review, in a timely manner, all e-Information provided to the Customer. The Customer is responsible for regularly checking its email address for e-Information;
客戶同意及時仔細審閱所有向其提供的電子資訊，並負責定期檢查其電郵地址的電子資訊；
- (f) the Customer agrees to notify the Bank promptly of any error, omission, discrepancy, unauthorized debit or irregularity in the entries or transactions shown in each e-Information, whether caused by forged signature or other forgery, fraud, lack of authority or negligence of any person;
客戶同意如發現每項電子資訊中所顯示的條目或交易存在錯誤、遺漏、差異、未經授權扣賬或異常情況(無論係因偽造簽名、其它偽造、欺詐、無權限或任何人士的疏忽所致)，均須即時通知銀行；
- (g) all alleged error, omission, discrepancy, unauthorized debit or irregularity shown in an e-Statement must be notified in writing by the Customer within 90 days after the Bank issues it by the means set out in Clause 2.2;
客戶必須於銀行依第2.2條發出電子結單後的90日內以書面形式通知銀行任何聲稱的錯誤、遺漏、差異、未經授權扣賬或異常情況；



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- (h) if the Bank does not receive any such notice from the Customer within the specified period, (i) the e-Statement will be considered as correct, conclusive and binding on the Customer, and (ii) the Customer will be considered to have waived any right to raise any objection or pursue any remedies against the Bank in relation to that e-Statement.

若銀行在指定期限內未收到客戶任何通知，則：(i) 該電子結單將視為正確、終局性且對客戶具有約束力，及 (ii) 客戶將被視為放棄任何就該電子結單提出異議或追究銀行責任的權利。

- 2.8 For the sole purpose of the Service, the Bank grants the Customer a non-exclusive licence to use any software used by the Bank in providing the Service. The Bank may also grant the Customer such licence for any other purposes as the Bank may decide from time to time. The Customer agrees not to disassemble, decompile, copy, modify or reverse engineer any such software or permit anyone else to do so.

就本服務專門用途，銀行授予客戶非排他性的許可，以使用銀行提供本服務所使用的任何軟件。銀行亦得不時酌情授予客戶其它用途的此類許可。客戶同意不得拆解、反編譯、複製、修改或逆向工程該等軟件，亦不得允許任何第三方作此行為。

- 2.9 No right, licence or interest is granted to the Customer except a licence to access solely for the purposes of the Services. The Customer will not copy, disseminate, exploit or change any information (including software) provided by the Bank or use them for any purposes other than for the Customer's own reference.

除為使用服務而獲授予存取許可外，客戶不享有其它任何權利、許可或權益。客戶不得複製、傳播、利用或更改銀行提供的任何資訊(包括軟件)，亦不得將其用於非自用參考以外的用途。

- 2.10 Unless the Bank specifies otherwise, where the Customer has selected or the Bank has designated a certain type, category or group of e-Information to be provided to the Customer under the Service, the Bank will include under the Service the e-Information of all Accounts, Services and products of that type, category or group which the Bank may provide to the Customer or which the Customer may use in the future. The Bank will not give the Customer further notice in this regard.

除非銀行另有指定，當客戶選擇或銀行指定向客戶提供服務項下某類別、類型或組別的電子資訊時，銀行將涵蓋該類別、類型或組別下的所有賬戶、服務及產品的電子資訊，無論是銀行目前提供予客戶，或日後客戶可能使用，銀行不會就此另行通知客戶。

- 2.11 The Bank may use any person for supporting the Service, including any telecommunications service provider or other independent service provider. That person is not the Bank's agent or nominee and the Bank has no co-operation, partnership, joint venture or other relationship with it. The Bank is not liable for any action, claim, loss, damage or liability of any nature which the Customer may suffer or incur arising from or in connection with any act or omission of that person.

銀行可使用任何人員支援本服務，包括任何電信服務供應商或其他獨立服務提供者。該等人員非銀行代理人或被指定人，銀行與其不存在合作、合夥、合資或其它關係。銀行不對因該等人員之任何行為或疏忽而致客戶遭受的任何行動、索償、損失、損害或責任承擔任何責任。

- 2.12 The Customer should not regard any information or communication contained in (a) an e-Information, (b) the cover email, or (c) any hyperlink accompanying (a) or (b) as an offer or solicitation to subscribe for any Service or product in any jurisdictions where it is unlawful to make such offer or solicitation to the Customer in such jurisdiction.



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客戶不應將下列任何資訊或通訊視為在任何司法管轄區內對客戶作出認購任何服務或產品的要約或招攬，此包括：(a) 電子資訊，(b) 附帶的電子郵件，或 (c) 伴隨(a)或(b)的任何超連結；倘若在該司法管轄區內進行此類要約或招攬是違法的。

- 2.13 The Customer confirms that all information provided to the Bank for the purposes of or in connection with the Service is complete, accurate and up-to-date at all relevant times. The Customer agrees to notify the Bank promptly (by such means accepted by the Bank) of any change in the information.

客戶確認，為本服務或與本服務相關向銀行所提供的所有資料，在相關時間均為完整、準確及最新。客戶同意如資料有所變更，須立即以銀行接受的方式通知銀行。

- 2.14 Where an Account is in the name of two or more persons, or a Service or product is provided to two or more persons, by using (including enrolling in) the Service, (a) any of those persons may access the Service independently even if they desire using a different Signing Arrangement for the Account, product, or service and (b) each of those persons will be bound by these Terms and Conditions.

當賬戶以兩人或以上名義持有，或服務或產品提供給兩人或以上時，客戶使用(包括登記)本服務，表示：(a)這些人士中的任何一人可獨立獲取服務，即使他們擬對賬戶、產品或服務使用不同簽署安排；及(b)這些人士均受本條款與細則約束。

- 2.15 Any e-Information provided to the Customer by email shall be considered as having been delivered to the Customer at the time the e-Information was sent or re-sent according to the Bank's record.

銀行以電郵形式向客戶提供的任何電子資訊，依銀行紀錄，於發送或重發當時視為已送達客戶。

3. SECURITY

安全措施

- 3.1 The Customer should take all reasonable precautions to prevent anyone else from accessing any confidential information including the e-Information sent to the Customer's e-Banking Device.

客戶應採取一切合理預防措施，防止任何其他人存取任何機密資料，包括發送至客戶之電子銀行裝置的電子資訊。

- 3.2 The Customer is responsible for the security of its e-Banking Device.

客戶對其電子銀行裝置的安全負責。

- 3.3 The Customer understands and accepts all possible risks involved in how e-Information is provided. Such risks may include but not limited to that e-Information may be monitored, amended, intercepted, tampered with or disclosed to other parties without the Customer's authorization.

客戶理解並接受電子資訊提供方式中涉及的各種可能風險。該等風險包括但不限於電子資訊可能被監控、更改、攔截、篡改或在未經客戶授權的情況下洩露予其他方。

- 3.4 The Customer must take all reasonable precautions to prevent its Password, other security details and email address from unauthorized or fraudulent use.

客戶必須採取一切合理預防措施，防止其密碼、其它安全資料及電郵地址遭受未經授權或欺詐使用。

- 3.5 The Customer must also keep its Password and other security details secret.



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客戶亦必須對其密碼及其它安全資料保密。

- 3.6 The Customer should change its Password from time to time to guard against fraudulent or unauthorized access to the e-Information sent to its e-Banking Device.
客戶應不時更改其密碼，以防止欺詐或未經授權存取發送至其電子銀行裝置的電子資訊。
- 3.7 The Customer should never respond to a request to provide its Account, Password, security details or its personal data, even if the request appears to be from the Bank. The Bank will never make such a request.
客戶切勿回應任何要求提供賬戶資料、密碼、安全資料或個人資料的請求，即使該請求貌似來自銀行。銀行絕不會提出此類要求。
- 3.8 The Customer should never provide its Account or personal data on screen following a website address or hyperlink from an e-Information. All website addresses and hyperlinks authorized by the Bank are for the Customer's information only and the Bank will not require the Customer to provide data in that manner.
客戶切勿根據電子資訊中所附的網站地址或超連結，在螢幕上提供其賬戶資料或個人資料。所有由銀行授權的網站地址及超連結僅供客戶參考，銀行不會要求客戶以此方式提供資料。
- 3.9 The Customer should always check the email address or website address of the sender of the e-Information to ensure that the e-Information is genuine and sent by the Bank.
客戶應始終核實發送電子資訊的電郵地址或網站地址，以確保電子資訊屬真實且由銀行發出。
- 3.10 The Customer must notify the Bank promptly and in such manner as the Bank may accept from time to time if (a) there is any postponement in or any other problem with the Customer's receiving, accessing or viewing any e-Information from the Bank or, (b) the Customer fails to receive, access or view any e-Information.
若(a)客戶在接收、存取或瀏覽銀行電子資訊時出現延誤或任何問題，或(a)客戶未能接收、存取或瀏覽任何電子資訊，客戶必須及時以銀行不時接受之方式通知銀行。
- 3.11 The Customer must inform the Bank as soon as reasonably practicable and in such manner as the Bank may accept from time to time of any matter which may affect its provision of or the Customer's use of the Service. These matters include the following:
客戶須於合理可行時間內以銀行不時接受之方式通知銀行任何可能影響銀行提供服務或客戶使用服務的事項。該等事項包括：
- (a) if the Customer knows or suspects that any person knows the Customer's Password or the Customer's e-Banking Device log-on credentials;
客戶知道或懷疑任何人士知悉其密碼或電子銀行裝置登入資料；
 - (b) if any email, e-Information, website or e-Banking Device hyperlink appears to be irregular;
任何電子郵件、電子資訊、網站或電子銀行裝置超連結顯得異常；
 - (c) if the Customer knows or suspects that any person has, without its authorization, accessed its e-Banking Device, email address, its e-Information or any Telecommunication Equipment for receiving its e-Information; or
客戶知道或懷疑任何人士未經授權存取其電子銀行裝置、電郵地址、電子資訊或任何用於接收電子資訊的電信設備；
 - (d) if the Customer's internet or telecommunications service or equipment has or will be suspended or terminated for any reason.



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客戶的互聯網或電信服務或設備因任何原因被暫停或終止，或將被暫停或終止。

4. LIMITATION OF LIABILITY

責任限制

- 4.1 Except as set out in Clause 4.2, the Bank is not liable for loss, damage or expense of any kind which the Customer may incur or suffer arising from or in connection with any of the following:

除第4.2條另有規定外，銀行對客戶因下列任一情況而可能遭受或產生的任何損失、損害或費用概不負責：

- (a) any error or omission in the e-Information;
電子資訊中的任何錯誤或遺漏；
- (b) any failure or delay in providing the e-Information for any reason (including as a result of failure or error of any computer or electronic system or equipment);
任何原因(包括任何電腦或電子系統或設備的故障或錯誤)導致提供電子資訊故障或延誤；
- (c) any loss or damage to the Customer's data, software, Telecommunication Equipment or other equipment arising from or in connection with the Customer's use of the Service;
因客戶使用服務而導致或與之相關的客戶數據、軟件、電信設備或其它設備的任何損失或損害；
- (d) any suspension or termination of the Service under any other circumstance; and
服務在任何其它情況下的暫停或終止；及
- (e) any disclosure of confidential information.
任何機密資訊的披露。

- 4.2 If it is proved that any of the events in Clause 4.1 was caused by gross negligence or wilful default of (a) the Bank, (b) the Bank's agents or nominees, (c) the Bank's officers or employees or that of the Bank's agents or nominees, then the Bank will be liable for any loss and damage the Customer incurs or suffers that is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.

如證明第4.1條所述任何事件是由以下任一方之重大疏忽或故意違約直接且唯一原因導致，且該損失及損害是直接且合理可預見的，銀行應對客戶因此而產生之損失及損害負責：

- (a) 銀行；
- (b) 銀行的代理人或被指定人；
- (c) 銀行或銀行代理人或受任人的管理人員或僱員。

- 4.3 The Bank is not liable for any loss, cost or damage of any kind incurred or suffered by the Customer as a result of any interruption, delay or failure (whether total or partial) in providing the Service to the Customer to the extent that it is attributable to any cause or circumstance that is beyond the Bank's reasonable control or the reasonable control of the Bank's agents or nominees.

銀行對因任何屬於超出銀行或其代理人或被指定人合理控制範圍的原因或情況所導致提供本服務時的中斷、延遲或失敗（無論是全部或部分）而使客戶遭受的任何損失、費用或損害概不負責。



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5. CUSTOMER'S INDEMNITY

客戶之賠償義務

5.1 Except as set out in Clause 5.2, the Customer shall indemnify (a) the Bank, (b) the Bank's agents and nominees, and (c) the Bank's officers and employees and that of the Bank's agents or nominees for all actions, proceedings and claims which may be brought by or against the Bank or them, and for all losses, damages and reasonable costs and expenses which the Bank or they may incur or suffer as a result of or in connection with any of the following:

除第5.2條另有規定外，客戶須賠償 (a) 銀行、(b) 銀行的代理人及被指定人，以及 (c) 銀行及其代理人或被指定人的行政人員和僱員，對於因以下任何情況而可能由銀行或其相關的上述各方提起或面對的所有訴訟、程序及索賠，以及銀行或其相關的上述各方因此可能蒙受的所有損失、損害和合理的費用開支：

- (a) any error or omission in the e-Information;
電子資訊中的任何錯誤或遺漏；
- (b) any disclosure of confidential information;
任何機密資訊的披露；
- (c) any suspension or termination of the Service under any other circumstance;
本服務在任何其它情況下的暫停或終止；
- (d) any failure or delay in providing the e-Information for any reason (including as a result of failure or error of any computer or electronic system or equipment); and
任何原因（包括任何電腦或電子系統或設備的失效或錯誤）導致提供電子資訊故障或延遲；及
- (e) any loss or damage to the Customer's data, software, Telecommunication Equipment or other equipment arising from or in connection with the Customer's use of the Service.
因客戶使用本服務而導致或與之相關的客戶數據、軟件、電信設備或其它設備的任何損失或損害。

5.2 This indemnity shall continue after the termination of the Service or these Terms and Conditions.

該賠償義務於本服務或本條款與細則終止後仍繼續有效。

5.3 If it is proved that any actions, proceedings, claims, losses, damages or amounts of costs and expenses set out in Clause 5.1 was caused by gross negligence or wilful default of (a) the Bank, (b) the Bank's agents or nominees, or (c) the Bank's officers or employees or that of the Bank's agents or nominees, then the Customer is not liable under Clause 5.1 to the extent that it is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.

如證明第5.1條所述的任何訴訟、程序、索償、損失、損害或成本及費用金額係由以下任一方之重大疏忽或故意違約直接且唯一原因導致，則客戶在該等情況下於合理可預見且直接範圍內不負責第5.1條所述之責任：

- (a) 銀行；
- (b) 銀行的代理人或被指定人；
- (c) 銀行或銀行代理人或被指定人的行政人員或僱員。



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6. FEES AND CHARGES

費用及收費

6.1 Upon giving reasonable notice to the Customer, the Bank has the right to charge fees and charges relating to the Service.

銀行有權在向客戶發出合理通知後，收取與服務相關的費用及收費。

6.2 The Customer authorizes the Bank to debit any charges, expenses or fees relating to the Service from the Customer's Accounts without further notice to the Customer.

客戶授權銀行可從客戶的帳戶中扣除與服務相關的任何費用、支出或收費，且無需另行通知客戶。

7. TERMINATION OR SUSPENSION OF THE SERVICE

本服務的終止或暫停

7.1 The Customer may terminate an Account or Service after it has given 30 days' prior notice to the Bank. The Bank retains the discretion to accept a shorter notice period.

客戶可於提前30天通知銀行後終止帳戶或服務。銀行有權酌情接受較短的通知期。

7.2 The Bank may at any time, by 30 days' prior notice to the Customer and without giving a reason, terminate all or any part of the Services provided to the Customer. The notice may, if necessary, take effect immediately.

銀行可於提前30天通知客戶，且無需說明理由，終止向客戶提供的全部或任何部分服務。如需要，該終止服務通知可立刻生效。

7.3 Without limiting or reducing the effect of Clause 7.2, the Bank may suspend all or any part of the Service without giving notice to where the Bank has reason to believe that (i) the security of the Customer's email address or the e-Information sent to the Customer has been compromised, or (ii) the e-Information will no longer reach the Customer at its e-Banking Device. In that case, until the suspension is lifted, the Bank will send those e-Information to the Customer's mailing address in accordance with the Bank's procedures from time to time.

在不限制或減少第7.2條效力的情況下，銀行若有理由相信(i)客戶的電郵地址或發送給客戶的電子資訊安全受損害，或(ii)電子資訊將無法送達客戶的電郵地址或電子銀行裝置，銀行可在未通知客戶的情況下暫停全部或部分服務。於暫停期間，銀行將按照不時制定的程序，將該等電子資訊寄送至客戶的郵寄地址。

7.4 Any suspension or termination of the Service does not affect the liabilities and rights between the Customer and the Bank respectively before the date of suspension or termination.

服務的任何暫停或終止，均不影響暫停或終止日期之前，客戶與銀行各自擁有的權利與責任。

8. WAIVER AND REMEDIES

放棄與補救措施

No failure or delay by the Bank in exercising any power, right or remedy will operate as a waiver of that power, right or remedy. Nor will any single or partial exercise preclude any other or further exercise of a power, right or remedy. Any power, right or remedy under these Terms and Conditions is intended to be cumulative and in addition to any other power, right



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or remedy the Bank has in law.

銀行行使任何權力、權利或補救措施時，無論是否有延遲或未能行使，均不構成對該權力、權利或補救措施的放棄。任何單一或部分的行使亦不妨礙銀行對該權力、權利或補救措施的其它或進一步行使。本條款與細則下的任何權力、權利或補救措施，旨在與法律賦予銀行的任何其它權力、權利或補救措施一併累計並補充使用。

9. AMENDMENT OF TERMS

條款修訂

The Bank has the right to amend these Terms and Conditions (including any fees and charges) from time to time. The Bank will give the Customer notice in any manner the Bank considers appropriate. The Customer shall be bound by an amendment unless the Bank has received notice from the Customer to terminate the Service with effect before the date on which that variation takes effect.

銀行有權不時修訂本條款與細則(包括任何費用及收費)。銀行將以其認為適當的方式向客戶發出通知。除非銀行於該修訂生效日前已收到客戶終止服務之通知，否則客戶須受該修訂約束。

10. COMMUNICATIONS

通訊

10.1 Unless the Bank specifies otherwise, the Customer will be considered as having received any notice given by the Bank:

除非銀行另有指明，客戶將被視為已收到銀行發出的任何通知，情況如下：

- (a) 48 hours after posting it to the Customer's address if that address is in Hong Kong or seven days after posting if that address is outside Hong Kong (if sent by post);
若以郵寄方式發送，通知郵寄至客戶在香港的地址後48小時或郵寄至香港以外地址後7日視作已送達；
- (b) immediately after emailing it to the email address last notified in writing by the Customer (if sent by email);
若以電郵方式發送，於電郵發送至客戶最後以書面通知銀行的電郵地址後即時視為送達；
- (c) at the time of personal delivery or leaving it at the address last notified in writing by the Customer (if delivered personally);
若以親身送達方式發送，於親身送達或放置於客戶最後以書面通知銀行的地址時即時視為送達；
- (d) immediately after faxing it to the fax number last notified in writing by the Customer (if sent by fax).or
若以傳真方式發送，於傳真發送至客戶最後以書面通知銀行的傳真號碼後即時視為送達；
- (e) immediately after placing it in the Personal Internet Branch Profile maintained by the Customer with the Bank (if made available there).
若於客戶與銀行維持的個人網上分行檔案（Personal Internet Branch Profile）內提供，於該通知放置於該位置後即時視為送達。

10.2 Communications sent by the Customer to the Bank will be considered as having been received by the Bank on the day of actual receipt.

客戶向銀行發送的通訊，將於銀行實際收到當天視為已接收。



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11. DIRECT MARKETING

直接促銷

The Bank may from time to time include within the Service or send with the e-Information marketing materials relating to the Bank's products and Services or those offered by the Bank if the Bank has the Customer's consent or no objection or otherwise permitted by law. 銀行可不時在服務中或隨電子資訊寄送與銀行產品及服務相關的推廣資料，前提是銀行已獲得客戶同意、客戶無異議或法律另有允許。

12. PARTIAL INVALIDITY

部分條款無效

If in any event, any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision which shall remain in full force, validity and effect.

若本條款與細則中的任何條文在任何情況下被視為非法、無效或不可執行，該非法、無效或不可執行的部分不影響其它條文，其它條文仍保持完全有效及具執行力。

13. THIRD PARTY RIGHTS

第三方權利

No person other than the Customer and the Bank will have any right to enforce the provisions of these Terms and Conditions.

除客戶及銀行外，任何人均無權強制執行本條款與細則的任何條文。

14. GOVERNING LAW AND VERSION

適用法律及版本

14.1 These Terms and Conditions are governed by and will be construed according to Hong Kong laws.

本條款與細則受香港法律管轄，並依其解釋。

14.2 The Chinese version of these Terms and Conditions is for reference only and in the event of any discrepancy between the English and Chinese versions of these terms and conditions, the English version shall prevail over that of the Chinese version.

本條款與細則之中文版本僅供參考，如英文版本與中文版本有任何不一致，概以英文版本為準。

15. JURISDICTION

管轄權

The Customer hereby agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts for matters relating to these Terms and Conditions.

客戶同意就與本條款與細則相關的事宜，接受香港法院的非專屬管轄權。

PART E – EMAIL AND FACSIMILE INSTRUCTIONS SERVICE

E 部分 – 電郵及傳真指示服務

This Part E will only apply if the Customer chooses to use the Email & Fax Service (as defined below) of the Bank. The provisions in this Part E should be read in conjunction with other provisions of these Terms and Conditions. In the event of any inconsistency between the provisions in Part E and other provisions of these Terms and Conditions, the provisions in Part E shall prevail.

本 E 部分僅於客戶選擇使用銀行之電郵及傳真服務(定義見下文)時適用。此 E 部分條款應與本條款與細則其它部分一併閱讀。如 E 部分與本條款與細則其它部分有任何不一致之處，則以 E 部分條款為準。

1. RISK DISCLOSURE

風險披露

Before applying for the email & facsimile instructions service of the Bank (the “Email & Fax Service”), the Customer should read this Part E of these Terms and Conditions carefully and consider the possible risks, which shall include but not limited to:

在申請銀行的電郵及傳真指示服務(「電郵及傳真服務」)前，客戶應仔細閱讀本條款 E 部分，並考慮可能涉及的風險，包括但不限於：

- (a) contents of the facsimile, such as transaction details or signatures, may be forged;
傳真內容(如交易細節或簽名)可能被偽造;
- (b) instructions issued by emails and facsimiles may be transmitted to wrong email addresses / wrong facsimile number, or may never reach the Bank and may thereby become known to third parties;
透過電郵及傳真發出的指示可能傳送至錯誤的電郵地址 / 傳真號碼，或可能從未送達銀行，從而被第三方知悉;
- (c) the Bank may act on any instructions given, or purport to be given, by the Customer so long as the Bank in good faith believes it to be genuine or considers appropriate.
銀行可根據本著誠信的判斷，對其相信為真或認為適當的客戶所發出的或疑似發出的任何指示行事。

2. ACCEPTANCE OF TERMS AND CONDITIONS

接受條款與細則

- 2.1 Part E of these Terms and Conditions supersedes all earlier terms and conditions relating to the Email & Fax Service (if any).

本 E 部分條款與細則取代所有先前與電郵及傳真服務相關的條款與細則(如有)。

- 2.2 This Part E sets out the rights and obligations of the Customer and the Bank in connection with the use of Email & Fax Service and shall be legally binding on the Bank and the Customer.

本 E 部分載列客戶與銀行就使用電郵及傳真服務所享有的權利和義務，對雙方具有法律約束力。

- 2.3 The Customer understands and agrees to use the Email & Fax Service subject to these Terms and Conditions including this Part E and authorizes the Bank to accept instruction submitted by emails or facsimiles and the Customer agrees that the Bank



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may give reply on account enquiry or confirm Transaction via telephone.

客戶理解並同意使用電郵及傳真服務須受本條款與細則(包括本 E 部分)約束，並授權銀行接受透過電郵或傳真發出的指示，客戶亦同意銀行可透過電話回覆賬戶查詢或確認交易。

- 2.4 The Customer may terminate the Email & Fax Service by giving written notice (duly signed by the Customer) to the Bank. The Customer acknowledges that the Bank has the right to terminate the Email & Fax Service at any time after giving prior written notice to the Customer. The Customer further agrees that any indemnities given by the Customer pursuant to these Terms and Conditions shall survive the termination of the Email & Fax Service for whatever reason.

客戶可透過書面通知(須由客戶正確簽署)銀行終止電郵及傳真服務。客戶承認銀行有權於提前書面通知客戶後隨時終止電郵及傳真服務。客戶進一步同意，客戶依本條款與細則所作的任何賠償承諾，於電郵及傳真服務終止後仍然有效。

3. DESCRIPTION OF THE SERVICE

服務說明

- 3.1 The Email & Fax Service shall cover Transactions conducted for the Customer, including but not limited to Current/ Savings/ Fixed Deposit, remittance, trade finance, loans, investment, treasury and derivatives Transactions, and other Transactions as agreed by the Bank from time to time.

電郵及傳真服務涵蓋銀行不時同意提供的客戶進行的交易，包括但不限於活期 / 儲蓄 / 定期存款、匯款、貿易融資、貸款、投資、財資及衍生工具交易，以及銀行不時同意的其它交易。

- 3.2 The Customer authorizes the Bank to accept the Customer's instructions (including those from its authorized person(s) (the "Authorized Person")) made via email or facsimile (but the Bank is not obliged to comply with the same). Customer's email address which encloses facsimile instructions shall be identical to the email address previously registered with the Bank.

客戶授權銀行接受透過電郵或傳真發出的指示(包括其授權人士(「獲授權人士」)所發出之指示)，惟銀行無義務必須遵從該等指示。提供傳真指示的客戶電郵地址須與銀行已註冊的電郵地址相同。

4. ACCURACY OF INFORMATION

資料準確性

The Customer should ensure that all information (including but not limited to mobile phone number, email address and contact persons) provided to the Bank is true, current, complete and accurate and the Customer agrees to update such information as necessary. Any failure to provide the Bank with or update any required information may result in the Bank unable to provide the Email & Fax Service and the Customer's inability to perform any Transactions conducted by the Email & Fax Service.

客戶應確保向銀行提供的所有資料(包括但不限於手機號碼、電郵地址及聯絡人)均真實、有效、完整及準確，客戶並同意必要時更新資料。如客戶未能向銀行提供或更新所需資料，可能導致銀行無法提供電郵及傳真服務，客戶亦無法透過電郵及傳真服務進行任何交易。



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5. AUTHENTICATION

驗證

- 5.1 The facsimile instructions must bear a signature (or signatures) of the Customer (or its Authorized Person(s)) which matches the Bank's record.
傳真指示必須載有與銀行紀錄相符的客戶(或其獲授權人士)簽名。
- 5.2 The facsimile instructions must be authenticated by One-Time-Password ("OTP") authentication mechanism generated by short message service ("SMS") transmitted to the registered mobile number(s).
傳真指示須通過一次性密碼(OTP)驗證機制驗證，該密碼由短訊服務(SMS)發送至已登記的手機號碼。
- 5.3 Upon receiving the facsimile instructions from the Customer, the Bank shall contact the "Authorized Contact Person for Facsimile Instruction and Account Enquiry by Phone" as stipulated in the Service Application Form (the "Contact Person") via telephone for verification, and verify the OTP produced by the SMS (the Bank has the right but does not owe any obligation to verify part or whole of the facsimile instructions). If the Bank is unable to contact the Contact Person after two attempts, the Bank reserves the right to reject or proceed with the facsimile instruction without verification. As such, any damages or liabilities caused to the Customer or third party shall be borne by the Customer and the Bank shall not be held liable to pay any compensation therefor.
銀行收到客戶的傳真指示後，將透過電話聯絡服務申請表所指明的「傳真指示及電話賬戶查詢授權聯絡人」(「聯絡人」)核實，並驗證由短訊服務(SMS)發送的一次性密碼(OTP) (銀行有權但無義務核實傳真指示的部分或全部)。如銀行嘗試聯絡聯絡人兩次仍未果，有權拒絕或在未核實的情況下繼續處理傳真指示。由此引致客戶或第三方的任何損害或責任由客戶承擔，銀行無須負責賠償。
- 5.4 When the Bank contacts the Contact Person via telephone and confirms the OTP, the Bank may without further enquiry presume that the facsimile instructions are made with the authorization of the Customer such that such facsimile instructions shall be binding on the Customer. The Customer agrees that upon the Bank receiving the valid OTP along with the facsimile instructions (notwithstanding the fact that the facsimile instructions were or were not sent by the Customer, or whether the OTP was confirmed by a third party without the Customer's consent) and proceeding with the said instructions, the Bank shall not be liable for any losses or damages whatsoever.
銀行成功聯絡聯絡人並確認一次性密碼(OTP)後，視為該傳真指示已獲客戶授權，該指示對客戶具約束力。客戶同意，銀行在收到有效一次性密碼(OTP)及指示後並依此執行，無論該指示是否由客戶本人發出，或一次性密碼(OTP)是否經未經客戶同意的第三方確認，銀行均不承擔任何損失或損害責任。
- 5.5 Upon the Bank contacting the Contact Person via telephone and that the OTP was confirmed, the Customer agrees that the Bank is under no duty to inquire into the authority or identity of the person making or purporting to make such facsimile instructions or the authenticity of any such instructions before the Bank acts on it.
銀行聯絡聯絡人並確認一次性密碼(OTP)後，銀行無需再就指示發出人之授權或身份，或該等指示之真實性進行查詢，即可依該指示行事。
- 5.6 Delivery of OTP via SMS may be subject to delayed transmission due to the traffic of the network of the mobile service provider. The Bank shall not be liable for any loss or



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damages arising out of any interruption or delays due to any failure of the mobile service network.

一次性密碼 (OTP) 透過短訊服務 (SMS) 發送或受手機服務供應商網絡流量影響而延遲，銀行對因手機服務網絡故障所造成的任何損失或損害不承擔責任。

- 5.7 For the avoidance of doubt, the Bank shall not be obliged to act on instructions conveyed by a mode of transmission other than the modes of transmission agreed by the Customer and the Bank.

為免存疑，銀行無義務執行客戶與銀行未約定或同意的傳送方式所發出的指示。

6. CUSTOMER'S SECURITY DUTIES

客戶安全責任

The Customer should bear full responsibility for the security in using the Email & Fax Service and the OTP and agrees to act prudently and in good faith when using the Email & Fax Service, including taking the measures listed below to safeguard the security of the Email & Fax Service and the OTP:

客戶應全面負責使用電郵及傳真服務及一次性密碼 (OTP) 的安全，並同意謹慎誠信使用該服務，包括採取以下措施保障安全：

- 6.1 the Customer should not disclose to any other person (except notifying its Authorized Person(s) for conducting Transaction on behalf of the Customer) or otherwise permit or enable any other person to access the OTP;
不得向任何人(除通知其獲授權人士代為操作外)透露或允許任何人獲取一次性密碼 (OTP);
- 6.2 if there is any actual or suspected misuse of OTP and/or the device used for receiving OTP, the Customer should notify the Bank immediately to be followed up with written confirmation of such notification together with detailed information of the misuse to the Bank; and
如發現或懷疑一次性密碼 (OTP) 及 / 或接收一次性密碼 (OTP) 用裝置遭濫用，應立即通知銀行，並以書面確認該通知及提供詳細濫用資料；
- 6.3 the Customer should follow the Bank's recommendations on security measure and any other notices relating to the Email & Fax Service which may be issued from time to time.
應遵循銀行不時發佈的安全建議及任何有關電郵及傳真服務的通知。

7. CUSTOMER'S LIABILITIES AND OBLIGATIONS

客戶責任與義務

- 7.1 The Customer agrees to immediately notify the Bank of any loss or theft or change of mobile phone, which is registered for the Email & Fax Service. For security reason, the Email & Fax Service will be suspended as soon as practicable upon receiving such notification. The Customer is required to re-submit application for the Email & Fax Service with replacement mobile phone number(s).
客戶同意若登記使用電郵及傳真服務的手機遺失、被盜或更換，應立即通知銀行。為安全起見，銀行將儘快暫停該服務。客戶須重新提交申請並提供替換手機號碼。
- 7.2 The Customer shall bear all risks and damages in the event of any erroneous or unauthorized use of the OTP. In any event, the Customer shall further bear all risks and damages in connection with any use of it, save and except in the circumstance that



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such damages are due to the willful misconduct or fraud or gross negligence on the Bank's part.

客戶須承擔因一次性密碼 (OTP) 誤用或未經授權使用所產生的所有風險和損失；惟若該等損失因銀行故意不當行為、欺詐或重大疏忽造成，則不在此限。

- 7.3 If the Customer issues a written confirmation (including but not limited to by facsimile, email or post) to confirm a previous facsimile instruction, such written confirmation should be clearly marked with "FOR CONFIRMATION PURPOSE ONLY – PLEASE DO NOT EXECUTE REPEATEDLY". The Customer understands that the Bank does not require any further written confirmation in order to execute the facsimile instructions and in the event that the content of the written confirmation, in the reasonable opinion of the Bank, differs from the previous facsimile instructions or without remarks, the Customer shall be held liable for any loss or legal responsibility so arising.

若客戶就先前的傳真指示提交書面確認(包括但不限於傳真、電郵或郵寄)，該確認應清楚標註「僅供確認用 — 請勿重複執行」。客戶明白銀行無需其它書面確認以執行該指示，若該書面確認之內容與傳真指示有差異或沒有標明備註，客戶將承擔因而產生的任何損失或法律責任。

- 7.4 The Customer shall bear all risks arising out of or in connection with the facsimile instructions. The Bank shall be discharged of any such liability save and except in the circumstance of the Bank's willful misconduct or fraud or gross negligence. The Bank shall not bear the risks of any transmission error including the risk arising out of misidentification of the Customer (or the Authorized Person).

客戶須承擔與傳真指示有關的所有風險。除銀行有故意不當行為、欺詐或重大疏忽外，銀行不承擔任何責任。銀行亦不承擔任何傳輸錯誤風險，包括因誤認客戶(或獲授權人士)身份所致風險。

8. DISCLAIMER OF WARRANTIES AND LIMITATION OF THE BANK'S LIABILITY

免責聲明及銀行責任限制

- 8.1 In the event the Bank reasonably believes and acts upon any facsimile instructions provided by a third party on Customer's behalf and suffers any loss as a result, the Customer agrees to fully indemnify the loss caused to the Bank. The Customer further agrees to perform and ratify any contact created or actions taken on its behalf.

若銀行合理相信並依第三方代表客戶提供的傳真指示行事並因此蒙受損失，客戶同意全額賠償銀行損失，並同意履行及追認銀行代表客戶所簽訂的任何合約或採取的行動。

- 8.2 The Bank reserves the sole discretionary right (but does not assume any obligation) to refuse any facsimile instructions, despite any staff of the Bank confirming the receipt or acceptance of the facsimile instructions.

銀行保留獨有酌情權(但無義務)拒絕任何傳真指示，即使銀行職員已確認接收或接受該指示。

- 8.3 Notwithstanding any provisions of these Terms and Conditions, the Bank assumes no obligation to pay or deliver the Customer's money or property to any third party (save that the recipient is a subsidiary or an associate company of the Customer), save and except in the circumstances where the Bank has received money or property to be held by it to the credit or for the account of the Customer sufficient for making the payment and delivery.

不論本條款與細則有任何規定，銀行對於任何第三方(除非為客戶的附屬公司或關聯公司)均無義務支付或交付客戶的資金或財產，除非銀行已收到足夠金額或財產予以支付



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或交付。

- 8.4 In the event the Bank issues a confirmation of the Transaction conducted according to the facsimile instructions, the Customer shall peruse and inspect the confirmation within specific period according to the terms and conditions relating to and applicable to such Transaction, and notify the Bank of reasons (including misidentification of parties to the Transaction, fraud of any person acting for the Customer or third parties, forged signature(s), lack of authorization or negligence) which caused any error, discrepancy, or unauthorized Transaction (the "Unauthorized Transaction(s)"). After the aforesaid period, the Bank shall (in the absence of manifest error) presume that the Customer has authorized the Transaction. Such Transaction shall be deemed accurate and binding on the Customer and in any event such confirmation shall be regarded as conclusive evidence of the Transaction.
銀行就傳真指示執行的交易發出確認後，客戶應依該交易適用之條款與細則，於指定期限內查閱該確認並通知銀行任何錯誤、差異或未經授權交易(包括錯誤識別當事人身份、行事人或第三方欺詐、偽造簽名、授權不足或疏忽)，逾期未通知者，銀行將(除明顯錯誤外)視為該交易已獲客戶授權，且該確認為該交易之具有法律效力的最終證據。
- 8.5 Any claims directed to the Bank shall be deemed invalid save and except in the circumstance that (1) the Unauthorized Transaction(s) was made by a third party but the Bank has failed to take reasonable measures to ascertain the validity of such Transaction or; (2) the Unauthorized Transaction was made due to the counterfeiting, fraud, or gross negligence on the part of the Bank, its staff, agent, or employee.
客戶針對銀行提起之任何索償，除非(1)未經授權交易係第三方所為，銀行未採取合理措施驗證交易有效性；或(2)銀行或其職員、代理人或僱員有偽造、欺詐或重大疏忽，否則視為無效。
- 8.6 Facsimile instructions shall be subject to the Bank's prescribed conditions including these Terms and Conditions of each Transaction payment(s), daily Transaction limit(s) and daily Transaction quota restriction(s).
傳真指示應受銀行規定之條件約束，包括各交易付款的本條款與細則、每日交易限額及交易配額限制。
- 8.7 Upon receiving the Contact Person's telephone enquiry, the Bank shall examine in part or in whole with regard to the information about the Contact Person as specified in the Service Application Form. The Bank shall in its examination of such enquiry exercise its sole discretion to consent or reject to provide the Customer's Account information; and in the circumstance that if the Customer or any third party suffers any losses or damages as a result, the Customer shall bear all such losses and damages and the Bank shall not be held liable therefor.
銀行接獲聯絡人電話查詢時，將依服務申請表所載聯絡人資料，根據其自由裁量權審查並決定是否同意提供客戶賬戶資料；若客戶或第三方因此遭受任何損失或損害，概由客戶承擔，銀行不負賠償責任。
- 8.8 The Bank shall not be liable to the Customer and/or any third party for any modification, non-availability, malfunctioning, suspension or discontinuance of the Email & Fax Service, whether within or outside the Bank's control.
銀行對於電郵及傳真服務不論因內部或非銀行控制的原因的修改、未能提供、故障、暫停或終止不對客戶及/或第三方承擔責任。



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9. SUSPENSION AND TERMINATION

暫停及終止

- 9.1 The Bank reserves the right to suspend or terminate the Email & Fax Service or its use temporarily or permanently at any time, without prior notice, for any reason where the Bank considers necessary or advisable to do so, including but not limited to, when there is a suspected breach of security, or when the Bank has reasonable grounds to suspect that the information provided by the Customer or its Authorized Person is untrue, not current, incomplete or inaccurate.

銀行保留隨時(包括無須事先通知), 基於銀行認為有必要或適當之任何理由, 包括但不限於疑有安全漏洞, 或合理懷疑客戶或其獲授權人士提供的不實、不完整或不準確資料, 暫停或終止電郵及傳真服務或其使用之權利。

- 9.2 The Customer may apply to the Bank in writing to suspend, amend or terminate the Email & Fax Service. Such application shall not affect the liabilities of the Customer whatsoever in connection with the use of the Email & Fax Service prior to making such application, which shall be made in accordance with these Terms and Conditions.

客戶可書面向銀行申請暫停、修改或終止電郵及傳真服務。但申請並不影響客戶於申請前因使用該服務所承擔之責任, 申請須依本條款與細則規定提出。

10. MISCELLANEOUS

其它事項

- 10.1 The Bank reserves the right to change any provision of these Terms and Conditions and/or the fees and charges of the Email & Fax Service any time provided that the Bank shall give the Customer not less than 30 days' notice prior to any change of such provisions and/or fees and charges unless such changes are beyond the Bank's control and are required to take effect subject to shortened notice. Once the Customer has received notice in this regard, the Bank will treat the Customer's subsequent use of the Service as acceptance and agreement of the change.

銀行保留於任何時間變更本條款與細則及 / 或電郵及傳真服務費用的權利, 但銀行應在變更前至少提前30日通知客戶, 除非該變更超出銀行控制範圍及須縮短通知期生效。客戶接獲通知後繼續使用服務, 視為接受該變更。

- 10.2 If in any event, any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision which shall remain in full force, validity and effect.

若本條款與細則任何條款因任何原因被視為非法、無效或不可執行, 該條款的無效不影響其它條款繼續有效。

- 10.3 If a conflict arises between the provisions in this Part E and other provisions of these Terms and Conditions governing the Email & Fax Service, the provisions in this Part E shall prevail.

如本 E 部分條款與本條款與細則其它有關電郵及傳真服務的條款有衝突, 則以本 E 部分條款為準。

11. THIRD PARTY RIGHTS

第三方權利

No person other than the Customer and the Bank will have any right to enforce the provisions



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of these Terms and Conditions including this Part E.

除客戶及銀行外，任何人均無權強制執行本條款與細則(包括本 E 部分)之任何條款。

12. GOVERNING LAW AND JURISDICTION

適用法律及管轄權

These Terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong. The Customer irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.

本條款與細則受香港法律管轄並依其解釋。客戶不可撤銷地同意接受香港法院的非專屬管轄權。

13. Governing Version

條款版本

The Chinese version of these Terms and Conditions is for reference only. If there is any conflict between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

本條款與細則之中文版本僅供參考。如英文與中文版本有任何抵觸，以英文版本為準。