

电话理财服务条款及细则

在使用电话理财服务（「服务」）前，阁下务须阅读并充分理解本条款及细则。客户或任何被授权人士（就非个人客户而言）如使用服务，即构成客户已接受本条款及细则，而该被授权人士、客户及所有被授权人士均受本条款及细则的约束。

1. 定义及释义

1.1 在本条款及细则中，除文义需要不同释义，否则：

「被授权人士」指任何非个人客户所指定的有权使用电话理财服务的人士。

「电话理财指定使用人士」指任何获客户授权可通过电话发送指示操作指定账户的人士；

「本行」指恒生银行（中国）有限公司及其于中国成立的任何一家分行、支行及其它子公司以及其继承人及受让人；

「客户」指以其名义于本行的开立指定账户并由本行向其提供服务的任何个人、公司、个人独资企业、合伙企业、政府部门或其它组织或实体。如属个人，则包括其任何个人代表或合法继承人；如属公司，包括其合法继承人；如属个人独资企业则指该个人独资企业投资人；如属合伙企业，则指合伙企业中的现在或未来加入的合伙人；并且如属个人独资企业或合伙企业，也包括个人独资企业投资人或每位合伙人的任何个人代表及合法继承人；

「指定账户」指任何由客户预先指定并以客户、任何被授权人士或其他人士名义所开立以使用服务的（以人民币或本行随时指定币种开立的）账户；

「指示」指就相关服务向本行发出的指示，包括任何电话指示，在此等情况下，有关指示均受本行随时确定的任何适用的最低及/或最高金额所约束；

「中国」指中华人民共和国，但为此条款及细则的目的不包括香港特别行政区、澳门特别行政区及台湾省；

「非指定账户」指并非由客户（不论以客户、任何被授权人士或任何其他人士名义）预先指定的任何账户；

「人士」指个人、公司、个人独资企业、合伙企业、政府部门及其它组织或实体；

「电话理财密码」指随时为客户及（如非个人客户）被授权设定的私人密码，以便在电话指示中识别身份；

「服务」指本行根据本条款及细则（尤其是第2条）随时提供的电话理财服务；

「电话指示」指以声音及/或其它方法利用电话（包括但不限于移动或固定电话）直接或通过任何电信公司、网络、设备、装置或媒介（机械、电子或其它）以本行随时规定的方式向本行发出的任何指示，但不包括利用装载于客户手机或其他手持电子装置或设备的应用程序发起的任何指示；及

「交易」指本行依据指示而执行的转账、取款、交易或买卖。

1.2 除文义需要不同释义外，否则，单数词的含义包括复数词，反之亦然；单一性别的词语也包含所有性别。除非另有说明，否则本条款及细则所指的条文均指本条款及细则正文的条文。

1.3 本条款及细则各条文的标题仅供参考，不能作为解释本条款及细则的依据。

2. 服务

2.1 客户或（如非个人客户）被授权人士可通过使用电话理财服务从事下列行为（本行可能随时修订有关服务的细则）；

- （一） 查询利率及价格，例如存款利率、借贷利率及汇率；
- （二） 查询指定账户及/或客户在经本行同意后指定的任何其它账户的余额；
- （三） 查阅指定账户的往来记录，此等往来的性质及种类由本行随时确定；

- (四) 使用电话理财服务于客户本人账户或已登记第三方账户之间进行转账，但须受任何适用的预先设定的转账限额约束；
- (五) 认/申购银行自有或代销的产品（本行可不时调整可通过电话理财服务认/申购的产品范围）
- (六) 就有关指定账户及/或任何客户经本行同意下指定的其它账户申请支票簿及/或结单；及
- (七) 从事本行随时提供的其它银行及/或其它活动。

2.2 尽管本条款及细则有任何规定，本行有权随时指定所提供服务的范围。本行可随时增加、修订或缩减服务的范围而无需给予任何通知或理由。

2.3 本行有权就使用服务而实施及更改任何限制，包括但不限于规定客户或（如非个人客户）被授权人士使用服务进行任何交易或任何种类交易的每日最低及最高限额。

2.4 本行有权规定及更改提供服务的正常服务时间及任何种类指示或交易的每日截止时间。本行于每日截止时间后接获的任何指示，将视作于下一个营业日收到。本行可参照在不同时区的相关市场运作时间而指定本行的营业日及每日截止时间。

3. 被授权人士及账户

3.1 如非个人客户委任被授权人士，客户须就每位被授权人士指明指定账户。每位被授权人士只可就指定账户发出指示。

3.2 所有通过电话理财服务的转账均限于客户本人账户或已登记第三方账户。

3.3 客户须遵守本行关于被授权人士（如适用）及指定账户随时确定的条款及细则。

4. 电话理财密码

客户或（如非个人客户）每位被授权人士须为服务指定本行接受的电话理财密码。在本行同意下，客户或（如非个人客户）每位被授权人士可随时更改电话理财密码。任何经更改的电话理财密码，须于本行接受后方属有效。

5. 指示

5.1 客户或（如属非个人客户）每位被授权人士发出电话指示时，须引用其电话理财密码及其它本行需要的资料。

5.2 本行只会于其自行判断指示合理可行并符合商业惯例及程序时，才按指示行事。

5.3 客户及每位被授权人士不可撤销地授权本行可按照指示，贷记或借记有关账户。客户应确保有关指定账户内备有充足资金或事先安排的信贷额，以供任何指示之用。本行无须对因资金及/或信贷额不足而未能执行指示所产生的任何后果负责。然而，本行有绝对酌情权可在未获客户事先批准或预先通知的情况下，即使资金不足仍执行任何指示，而客户则须对任何透支、垫款或所产生欠款承担全部责任。

5.4 在任何情况下，凡本行依据指示为客户及任何被授权人士进行的所有交易，均对客户及该被授权人士具有约束力。如属非个人客户，则客户及每名被授权人士对其在本条款及细则下的债务及责任负连带责任。

5.5 未经本行书面同意，客户或（如非个人客户）任何指定被授权人士引用电话理财密码所发出的指示，皆不可撤销或撤回。本行以善意理解及执行的所有指示，不论该等指示由有关指定被授权人士或自称为有关指定被授权人士的任何其他人士所发出，均属不可撤回并对客户及（如非个人客户）该等指定被授权人士具有约束力。除核实电话理财密码外，本行并无责任验证发出任何指示人士的身份或权限或任何指示的真实性和确定性。

5.6 除非能提供相反证明，否则本行关于任何交易及客户所使用的任何服务的记录，在任何情况下均为最终证据，对客户及（如非个人客户）有关被授权人士有绝对约束力。

5.7 本行有权随时确定用于接收电话指示的电话号码。

5.8 本行有权依照有关法律或法规的规定执行任何付款及要求客户及（如非个人客户）任何被授权人士按本行指定的任何货币付款。如需将一种货币兑换成另一种货币，须按本行根据有关外汇市场当时通行的汇率而确定的汇率进行，本行确定的该等汇率是决定性的，对客户及（如非个人客户）有关被授权人士均具有约束力。

6. 私人密码遗失

6.1 客户或（如非个人客户）每位被授权人士应以善意、合理审慎及注意确保电话理财密码的保密性及安全性。无论在任何时间及在任何情况下，客户或（如非个人客户）被授权人士均不得向任何人士披露电话理财密码。

6.2 **客户或（如非个人客户）每位被授权人士须对电话理财密码因任何意外或未经授权而泄露予未获授权人士承担全部责任。并须承担电话理财密码被未经授权人士使用或被用于未经许可的用途而产生的风险。**

6.3 如客户或（如非个人客户）每位被授权人士知悉或怀疑电话理财密码被泄露予任何未经授权人士或有任何未经授权的指示被发出，有关被授权人士或客户须立即以电话或本行随时确定的其他方法通知本行。任何该等通知一经发出，除非经本行同意，

一律不得取消或撤回。客户及 / 或有关被授权人士须与本行另作安排以便重新使用服务。

- 6.4 如客户或（如非个人客户）有关被授权人士以善意行事及遵守第 6.3 条的规定，则客户或（如非个人客户）此等被授权人士将无须对本行实际收到根据第 6.3 条发出的通知后进行的任何交易负责。然而，客户或（如非个人客户）客户及有关被授权人士仍须对本行实际收到该通知前的所有交易（不论是否获其授权）负责。

7. 承认、保证及承诺

- 7.1 在本行要求下，客户或（如非个人客户）每位被授权人士须签署本行认为在提供服务、履行、行使及维护本行在本条款及细则项下义务、权利和权利方面属必需或适当的有关表格及 / 或文件，及提供有关资料及执行有关行为。
- 7.2 如属非个人客户，客户确认任何被授权人士可发出从指定账户取款及 / 或转账款项的指示，以供其本人使用（包括但不限于通过服务，将资金转移至非指定账户）。客户授权本行可根据本条款及细则执行此等指示，并确认本行并不承担核实任何指示是否恰当及其真实性和确定性的责任。
- 7.3 客户须负责采取适当措施，以随时监察及控制服务的使用、被授权人士的委任及更换（如适用）及指定账户，并采取适当安全措施以防止未经许可的人士使用服务或将服务用于未经许可的用途，包括但不限于规定每日最高限额，或限制任何被授权人士可在指定账户进行的借款、取款或转账金额（如适用）。
- 7.4 客户可通过为任何被授权人士指定任何指定账户或第 2.1(二)项或第 2.1(五)项条文所述的其它账户，以授权该等被授权人士可通过使用服务（但不得采用任何其它方法）单独操作该等账户，而不论就操作此等账户（包括任何交易限额）是否有任何适用的相反条文或协议。为避免疑问，任何此等相反条文或协议应被视为已为本第 7.4 条之目的作出修订。
- 7.5 客户或（如非个人客户）每位被授权人士确认，本行应客户或（如非个人客户）每位被授权人士的查询要求而提供的任何利率、汇率及其它价格及资料仅供参考，对本行并无任何约束力。尽管本行曾提供任何不同的利率、价格或资料，客户或（如非个人客户）有关被授权人士一经接受本行就有关交易而提供的任何利率、价格及资料，即对该客户或有关被授权人士具有约束力。
- 7.6 如非个人客户，客户保证其具有接受本条款及细则以及履行其在本条款及细则项下义务的全部权力和授权；其已采取或取得一切必要的公司内部或政府行动和批准，以接受本条款及细则、履行其义务和使用电子银行服务。客户进一步保证，上述接受、履行和使用均不会违反其组织文件或适用法律的任何条款或与之相冲突。
- 7.7 本条款及细则对本行与已于本行开立账户的客户之间就电话银行服务项下的相互权利和义务进行规范及/或界定。本条款及细则是本行的任何其它与账户服务有关的条款及细则的补充。若本条款及细则与其它账户服务的条款及细则有任何冲突或抵触，则就电话银行服务而言，应以本条款及细则为准。
- 7.8 如客户为一人以上，则根据本条款及细则：
- （一） 每位客户的法律责任及义务为连带责任及义务；
 - （二） 本行有权就任何事项与任何一位客户单独交易，包括在不影响任何其他客户的法律责任的前提下，解除该客户需履行的法律责任；及
 - （三） 就任一客户的法律责任或义务而提供的保证，其他客户无权获得该项保证项下的权利或补偿。

8. 费用

- 8.1 本行有权（根据适用的法律法规）随时因提供服务而向客户征收费用、修订任何现有费用标准及征收额外费用。本行可就任何费用的征收标准及其任何修订随时通知客户，倘若客户于生效日期后继续使用服务，则该等费用或修订将对客户有约束力。
- 8.2 本行可按本行随时确定或本行与客户随时约定的方式及间隔向客户收取费用。
- 8.3 除本行另有规定外，已支付的费用概不退还。
- 8.4 本行就客户欠缴本行的任何费用或金额的记录，除非能提供相反证明，应为最终证据并对客户具有约束力。

9. 法律责任的限制

- 9.1 除非由于本行、其职员或雇员的故意不当行为或重大过失所导致（有关赔偿仅限于由此直接导致的合理可预见损失及损害（如有）或有关交易金额（以较低者为准），本行概不就以下事项所导致的后果向与其有关的客户或（如非个人客户）任何被授权人士或任何其他人士承担任何法律责任或义务：
- （一） 由客户 / 任何被授权人士或其他不论是否获得被授权人士的授权使用及 / 或享用服务；
 - （二） 因任何理由而在输送指示时出现的任何干扰、中断、延误、损失、毁坏或其它故障；

(三) 本行因当时的市场情况或执行任何指示的方式及时间而无法执行任何指示；或

(四) 与服务有关的任何机械故障、电力故障、失灵、故障、干扰或设备或装置不足。

9.2 在任何情况下，本行一律无须对客户或（如非个人客户）任何被授权人士或任何其他人士就任何偶然、间接、特殊、关联性的或惩罚性的损害负责，包括但不限于有关使用、收入、利润或利息方面的任何损失。客户或（如非个人客户）任何被授权人士承诺放弃就任何偶然、间接、特殊、关联性的或惩罚性的损害，包括但不限于有关使用、收入、利润或利息方面的任何损失，提出任何索赔请求。

10. 赔偿承诺

除因本行、其职员及雇员的故意不当行为或重大过失直接导致的合理可预见损失及损害（如有）外，客户及任何被授权人士（如适用）须就赔偿本行、其职员及雇员因提供服务及 / 或履行、行使或维护本行在本条款及细则下赋予的权力及权利所导致的任何法律行动或诉讼而承受的一切法律责任、索偿、要求、损失、损害、赔偿、诉讼费、任何形式的费用及开支（包括但不限于按全额补偿基准支付的法律费用）承担连带责任。

11. 终止服务

11.1 本行可随时暂停及 / 或终止服务，而无需给出任何通知或理由。

11.2 在不影响第 11.1 项条文的原则下，本行可在任何情况下，随时向客户及有关被授权人士（如适用）发出书面通知，以终止客户或（如非个人客户）所有或任何被授权人士享用服务，包括但不限于：

(一) 客户未能支付根据本条款及细则应付的任何费用或其它款项，或由客户指定的付款安排成为无效；

(二) 客户或（如非个人客户）被授权人士违反本条款及细则的任何规定，或如属可予补救的违反，在收到本行列明违反情况及要求补救的书面通知后七日内，仍未能对违反作出补救

11.3 客户可随时以本行随时确定的形式向本行发出不少于 3 日的事先书面通知以终止其或（如非个人客户）所有或任何被授权人士对服务的使用，但本行也可酌情接受任何声称由客户或代表客户发出的口头通知，本行将无须对据此而采取的行动向客户或有关被授权人士（如适用）负责。

11.4 本条款及细则中依其本义需要在电子银行服务和/或被授权人士使用电子银行服务的使用暂停或终止后继续有效的一切规定，应在本条款及细则暂停或终止后继续完全有效，这些规定包括但不限于第 7、9 及 10 条。尽管有上述暂停或终止，只要本条款及细则与客户及 / 或（如非个人客户）被授权人士仍须履行的任何义务或法律责任有关，客户及（如非个人客户）被授权人士仍将继续受本条款及细则中相关规定的约束。

12. 抵销

12.1 本行可无须事先通知客户和（如非个人客户）被授权人士，随时将客户和（如非个人客户）被授权人士（不论是以客户或被授权人士的名义单独开立的或是以客户或被授权人士和任何其它人的名义联名开立的）在本行开设的任何账户内的任何余额进行组合或合并，并且无论付款地、本行办理业务的分行或双方各自义务所涉及的币种，无论该等债务是实际的还是或有的，也无论其是客户或被授权人士单独欠付的或是客户或被授权人士与任何其它人共同欠付的，本行可以将客户和（如非个人客户）被授权人士对本行的任何到期义务和本行对客户和（如非个人客户）被授权人士的义务（如果该等义务尚未到期，则本行可以采取任何行动将其到期日提前）相互抵销。

12.2 如果第 12.1 条中提及的债权和债务涉及不同币种，本行可按债务抵销时其依法公布的汇率折算债务。

12.3 如果第 12.1 条提及的任何债务尚未确定，本行可按其保存的资料核算债务并予以抵销。

13. 修订

本行可随时修改本条款及细则和/或采用额外的条款及细则。本行向客户和（如非个人客户）被授权人士发出合理通知后，对本条款及细则的任何修改和/或增加即告生效，本行可通过在因特网网站上张贴或通过展示、广告或本行认为合适的其它方法发出通知。如果客户和（如非个人客户）被授权人士在变更生效之日或之后继续维持或使用本行服务，则该等变更即对其具有约束力。

14. 录音

「客户」明确地授权「本行」有权（但无义务）以录音或其它方式将「客户」以口头向「本行」发出的指示及「客户」与「本行」间的其他所有口头通讯予以记录。该等指示及通讯包括但不限于以电话发出的指示或通讯（统称「口头通讯」）。「客户」明确同意如于任何时间就任何「口头通讯」的内容出现争议，该等「口头通讯」的录音或其它形式的记录，或由「本行」一名职员签署确认真实的有关记录副本，足以作为「本行」与「客户」就该等「口头通讯」内容及性质的最终证据。除非相反的证明成立，否则此等「口头通讯」将作为该等争议的最终证明。

15. 通讯

15.1 本行有权根据本条款及细则，随时确定发出各类通讯的方式及格式，包括但不限于短信、官网公告、APP、官方微信公众号等方式。

15.2 以专人送递、邮递、图文传真、专用电报或电邮发出的通讯，如由专人送递，在送递或留放于客户在本行最后登记的地址后，即视为已送达客户。如采用邮递方式，对于地址位于客户账户所在地的信件，于寄出 48 小时后即视为已送达客户；对于地址并非位于客户账户所在地的信件，于寄出七天后即视为已送达。如采用图文传真、电报或电邮，则于按照在本行最后登记的图文传真或电报或电邮的地址发出通讯的当日即视为已传达客户。所有送交客户或其授权代表的通讯，不能接收或送达的风险一律由客户承担。

15.3 除非本行另有指明，由客户向本行发出的所有通讯均须以书面及（如适用）本行指定的形式作出，发送至本行列明作此用途的地址，并在本行实际收悉之日视作送达。

16. 可分性

本条款及细则的每项规定是可分割的，并且独立于其它规定。如果一项或多项规定在任何时候根据任何司法管辖区的法律在任何方面成为不合法、无效或不可强制执行，其它规定的合法性、效力或可强制执行性不受影响。

17. 不可抗力

本行无须就因非本行合理控制范围内的任何情形或事件而未能提供服务而导致的任何损失、损害或其它后果负责。此等情形或事件包括但不限于任何通讯网络故障、罢工、停止服务或其它劳资纠纷、战争、暴动、内乱、恶意损坏、火灾、水灾、暴风雨等。

18. 不弃权

本行的作为、延迟或不作为均不影响其在本条款及细则项下的权利、权力和救济措施，也不影响对上述权利、权力或救济措施的任何进一步行使。本条款及细则项下的权利、权力和救济措施是对法律规定的权利、权力和救济措施的补充，并且不排除法律规定的其他权利、权力和救济措施。

19. 其它事项

19.1 本行可委任任何人士作为代理人（包括任何代收债务公司或律师），收取客户或（如非个人客户）任何被授权人士欠付本行的任何或所有债项，客户及此等被授权人士（如适用）须负责本行就此等目的而发生的所有费用及开支。

19.2 本行将按照有关法律、本条款及细则以及本行其他相关条款及细则的规定，对有关客户或（如非个人客户）每位被授权人士的个人资料保密。客户或（如非个人客户）每位被授权人士承认及同意本行可根据随时发给客户的报表、通函、通知、章程或条款所载有关使用及披露个人资料的政策，使用及披露其个人资料。

20. 法律管辖及司法管辖

（一）本条款及细则及本条款及细则项下各方的权利和义务受中华人民共和国（“中国”）的法律管辖，并按其解释。

（二）在本条款及细则履行期间，凡因履行本条款及细则所发生的或与本条款及细则有关的一切争议、纠纷，各方可协商解决。协商不能解决时，任何一方可以依法向本行所在地有管辖权的法院起诉。客户接受该法院行使非专属司法管辖权，本行有权在任何其它拥有管辖权的法院提请解决相关争议和纠纷。在诉讼期间，本条款及细则不涉及争议部分的条款仍须履行。

21. 有效文本

本条款及细则由中英文两种语言制定，具有相同法律效力，但如有任何歧义，概以中文版本为准。

Terms and Conditions for Phone Banking Services

You must read these Terms and Conditions carefully before using the Phone Banking Services (the “Services”). Any use of the Service by the Customer or any of the Authorised Persons (In relation to non-personal Customers) shall constitute acceptance of these Terms and Conditions by the Customer and that Authorised Person and the Customer and all Authorised Persons shall be bound by these Terms and Conditions.

1. Definitions and Interpretation

1.1 in these Terms and Conditions unless the context otherwise requires:

“Authorised Person” means any Authorised Phone Banking User of non-personal Customer.

“Authorised Phone Banking User” means any individual authorised by the Customer to operate the Designated Accounts by giving Telephone Instructions;

“Bank” means Hang Seng Bank (China) Limited acting through its branches in Mainland China, and its successors and assigns;

“Customer” means any natural person, corporation, sole proprietorship, partnership, statutory body or authority in whose name the Designated Account is opened with the Bank’s branches in Mainland China to which the Bank provides the Services and, in the case of a natural person includes any personal representative or lawful successor of such person, in the case of a sole proprietorship, means the sole proprietor and, in the case of a partnership, means each of the present and future partners of the partnership; and includes, in the case of a corporation, its lawful successor and, in the case of a sole proprietorship a partnership, any personal representative and lawful successor of the sole proprietor or each partner;

“Designated Account” means any account (of whatever nature in RMB or such other currency as the Bank may specify from time to time) in the name of the Customer, and designated by the Customer for the purpose of using the Service.

“Instruction” means any instruction given to the Bank in relation to the Services and includes any Telephone instruction subject to any applicable minimum and maximum amounts as the Bank may from time to time prescribe;

“China” means the People’s Republic of China which for the purpose of these Terms and Conditions excludes the Hong Kong Special Administrative Region, Taiwan and the Macau Special Administrative Region.

“Non-designated Account” means any account which has not been pre-designated by the Customer (whether in the name of the Customer, any Authorised Person or any other person);

“Person” includes an individual, firm, company, corporation and an unincorporated body of persons;

“Phone PIN” means the personal identification number established for the Customer and, in the case of a non-personal Customer, each Authorised Phone Banking User from time to time for the purpose of identifying him in giving Telephone instructions;

“Services” means the phone banking services and from time to time provided by the Bank subject to these Terms and Conditions and more particularly described in Clause 2;

“Telephone Instruction” means any instruction given to the Bank in such manner as the Bank may prescribe from time to time, directly or through any telecommunication company, network, equipment, device or intermediary (mechanical, electronic or otherwise) by the use of telephone (including, without limitation, mobile or wireless phone) operated by voice and/or other means, but not including the instruction from any Applications established, operated and / or maintained by or on behalf of the Bank which are installed in customers’ mobile phones or other mobile devices; and

“Transaction” means any transfer, withdrawal transaction or dealing effected by the Bank pursuant to or as a result of an Instruction.

1.2 Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender. Unless otherwise stated, reference to Clauses means the clauses of these Terms and Conditions.

1.3 Clause headings shall be ignored in the interpretation of these Terms and Conditions.

2. The Services

- 2.1 The Services enable the Customer or, in the case of a non-personal Customer, the Authorised Persons to perform the following activities (as the Bank may offer from time to time) by using the phone banking services:
- (a) enquiry on rates and prices such as deposit interest rates, borrowing interest rates, and exchange rates;
 - (b) enquiry on the balance of the Designated Accounts and/or any other accounts designated by the Customer with the agreement of the Bank;
 - (c) check the activities of the Designated Accounts, the nature and type of activities to be prescribed by the Bank from time to time;
 - (d) transfer of funds among the Customer's self-name accounts or pre-designated 3rd party accounts by using the phone banking services subject to any applicable pre-defined transfer limit;
 - (e) Subscribe the investment products, including bank owned or sales agency products. (Bank has the right to determine from time to time to scope of the investment products which can be subscribed through Phone Banking Services.)
 - (f) request for cheque banks an/or account statements in relation to the Designated Accounts, and/or any other accounts designated by the Customer with the agreement of the Bank; and
 - (g) such other banking and/or other activities which the Bank may make available from time to time.
- 2.2 Notwithstanding any provision in these Terms and Conditions, the Bank has the right to determine from time to time the scope of the Services to be made available the Bank may expand, modify or reduce the scope of the Services at any time without giving notice or reason.
- 2.3 The Bank has the right to impose and vary any restriction on the use of the Services including, without limitation, prescribing minimum and maximum daily limits with respect to the amount of any transaction or any type of transactions which the Customer or in the case of a non-personal Customer, the Authorised Persons may conduct by using the Services.
- 2.4 The Bank has the right to prescribe and change the normal service hours during which the Services are available and any daily cut-off time for any type of instructions or transactions. Any instruction received by the Bank after any applicable daily cut-off time shall be deemed to be received on the next business day. The Bank may specify business day and daily cut-off time by reference to the time of the relevant markets which may be operating in different time zones.

3. Authorised Persons and Accounts

- 3.1 Where Authorised Persons are appointed in the care of a non-personal Customer, the Customer shall specify Designated Accounts in respect of each Authorised Person. Each Authorised Person is allowed to give Instructions only in relation to the Designated Accounts.
- 3.2 Transfers of funds may only be made among the Customer's self-name accounts or pre-designated 3rd party accounts.
- 3.3 The Customer shall comply with such procedures for specifying Authorised Persons (where applicable) and Designated Accounts as the Bank may prescribe from time to time.

4. Phone PIN

The Customer or in the case of a non-personal Customer, each Authorised Phone Banking User shall designate a Phone PIN acceptable to the Bank for the Service. The Customer or in the case of a non-personal Customer each Authorised Person may change his Phone PIN at any time with the agreement of the Bank and any changed Phone PIN that only be effective if accepted by the Bank.

5. Instructions

- 5.1 The Customer or in the case of a non-personal Customer, each authorised Person is required to quote his Phone PIN, and such other details as the Bank may require in giving Telephone Instructions.
- 5.2 The Bank will only act on an Instruction inciter as is in the Bank's opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures.
- 5.3 The Customer and each Authorised Person irrevocably authorise the Bank to effect debits and credits with the relevant accounts in accordance with instructions. The Customer shall ensure that there are sufficient funds or pre-arranged credit available in the relevant Designated Transferors Account for the purpose of any Instructions. The Bank shall not be liable for any consequence arising from or in connection with any instructions not carried out by the Bank due to insufficiency of funds and/or credit facilities. The Bank may, however, at its sole discretion carry out any instructions notwithstanding such insufficiency without prior approval from or notice to the Customer and the Customer shall be fully responsible for any overdraft, advance or debit created as a result.

- 5.4 All transactions effected by the Bank for the Customer and any Authorised Person pursuant to an instruction shall be binding on the Customer and such Authorised Person in all respects and in the case of a non-personal Customer, the facilities and obligations of the Customer and each Authorised Person under these Terms and Conditions are joint and several.
- 5.5 Any Instruction given by quoting the Phone PIN of the Customer or in the case of a non-personal Customer, any Authorised Person, once given, may not be rescinded or withdrawn without the written consent of the Bank. All instructions given, as understood and acted on by the Bank in good faith, shall be irrevocable and binding on the Customer and in the case of non-personal Customer, together with the relevant Authorised Person whether given by such Authorised Person or by any other person purporting to be such Authorised Person. Other than verifying the Phone PIN. The Bank shall be under no duty to verify the identity or authority of the person giving any Instruction or the authenticity of the Instruction.
- 5.6 The Bank's records in relation to any Transaction and any use of the Services shall in all respects be conclusively binding on the Customer and in the case of a non-personal Customer, together with the relevant Authorised Person unless and until the contrary is established.
- 5.7 The Bank shall be entitled to prescribe from time to time the telephone number through which Telephone Instructions must be directed.
- 5.8 The Bank shall be entitled to effect any payment and to require the Customer and in the case of a non-personal Customer, any Authorised Person to effect any payment in any currency as the Bank may prescribe as permitted by applicable laws and regulations. Where a conversion of one currency into another currency is required, such conversion shall be effected at the rate determined by the Bank to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Customer and in the case of a non-personal Customer, together with the relevant Authorised Person.
6. **Loss of PINs**
- 6.1 Customer or, in the case of a non-personal Customer, each Authorised Person shall act in good faith, exercise reasonable care and diligence in keeping his Phone PIN in secrecy. At no time and under no circumstances shall the Customer or, in the case of a non-personal customer, any Authorised Person disclose his Phone PIN or Card PIN to any person.
- 6.2 **The Customer or, in the case of a non-personal Customer, each Authorised Person shall be fully responsible for any accidental or unauthorised disclosure of his Phone PIN to any person and shall bear the risks of his Phone PIN, being used by unauthorised persons or for unauthorised purposes.**
- 6.3 Upon notice or suspicion of his Phone PIN being disclosed to any unauthorised person or any unauthorised Instruction being given, either the customer or, in the case of a non-personal Customer, the relevant Authorised Person or the Customer shall notify the Bank immediately by telephone or in such other manner as the Bank may from time to time prescribe. Any such notification, once given, may not be cancelled or withdrawn unless the Bank otherwise agrees. Separate arrangements have to be made by the Customer and/or the relevant Authorised Person with the Bank to re-activate the Services.
- 6.4 Provided that the Customer or, in the case of a non-personal Customer, the relevant Authorised Person have acted in good faith and complied with Clause 6.3, the Customer or, in the case of a non-personal Customer, such Authorised Person shall not be liable for any Transactions effected after the Bank has actually received the notice referred to in Clause 6.3. However, the Customer, or in the case of a non-personal Customer, the Customer together with the relevant Authorised person shall remain liable for all Transactions whether or not authorised by him/them prior to the Bank's actual receipt of such notice.
7. **Acknowledgements, Warranties and Undertakings**
- 7.1 The Customer or in the case of a non-personal Customer, each Authorised Person shall, at the request of the Bank, execute such forms and/or documents, provide such information and perform such acts as the Bank may consider necessary or expedient in connection with the provision of the Services and the performance, exercise and preservation of its obligations, powers and rights under these Terms and Conditions.
- 7.2 In the case of a non-personal Customer, the Customer acknowledges that any Authorised Person may give Instructions to withdraw and/or transfer funds from the Designated Accounts for his own use and benefit (including, without limitation, by transferring funds to Non-designated Accounts by using the Services). The Customer authorises the Bank to carry out such instructions in accordance with these Terms and Conditions and confirms that the Bank is not under any duty to verify the propriety or integrity of any instructions.
- 7.3 It is the Customer's responsibility to take appropriate measures to monitor and control the use of the Services from time to time, the appointment and change of the Authorised Persons (where applicable), and the Designated Accounts, and to adopt proper safeguards against the Services being used by unauthorised persons or for unauthorised purposes including, without limitation, prescribing daily maximum limits or other restrictions on the amounts which any Authorised Person may debit, withdraw or transfer from the Designated Accounts (where applicable).
- 7.4 In the case of a non-personal Customer, by designating any Designated Account or other account referred to in Clauses 2.1(b) or 2.1(f) for any Authorised Person, the Customer authorises such Authorised Person to operate singly such account by using the Services (but not by any other means), in each case irrespective of any contrary provision or arrangement for operating such account (including any transaction limit) currently applicable to such account. For the avoidance of doubt, any such contrary provision or arrangement shall be deemed to be amended to the extent necessary to give effect to this Clause 7.4.

- 7.5 The Customer or, in the case of a non-personal Customer, each Authorised Person acknowledge that any interest rate, exchange rate and other prices and information quoted by the Bank in response to an inquiry is for reference only and is not binding. Any rate, price and information offered by the Bank for the purpose of the relevant Transaction shall be binding on the Customer, or in the case of a non-personal Customer, the Customer together with the relevant Authorised Person upon their acceptance irrespective of any different rate, price or information requested by the Bank.
- 7.6 In the case of a non-personal Customer, the Customer warrants that it has full power and authority to accept these Terms and Conditions and perform its obligations hereunder and that all necessary corporate or administrative action has been taken to authorise acceptance of these Terms and Conditions, performance of its obligations and use of the Services. The Customer further warrants that such acceptance, performance and use shall not contravene or conflict with any provision of its constitutional documents.
- 7.7 The Services shall be provided subject to these Terms and Conditions and all other terms and conditions applicable from time to time in connection with the relevant accounts. Such other terms and conditions shall apply as if they were expressly extended to the Transactions and the use of the Services. However, where there is any discrepancy between these Terms and Conditions and such other terms and conditions, these Terms and conditions shall prevail for purposes of the Services.
- 7.8 Where the customer comprises of more than one person, then under these Terms and Conditions:
- (a) the liability and obligations of each Customer are joint and several;
 - (b) the Bank shall be entitled to deal separately with any Customer on any matter, including the discharge of the liability of that Customer to any event, without affecting liability of any other Customer; and
 - (c) no Customer shall be entitled to the rights or remedies of a surety as regards the liability or obligations of another Customer.

8 Fees

- 8.1 The Bank reserves the right, subject to applicable regulatory restriction to charge for the Services, revise any existing fee and to change additional fees from time to time. The Bank shall rectify the Customer of the rate of any fee and any revision from time to time and such fee or revision shall be binding on the Customer if the Customer continues to maintain the Services after the effective date.
- 8.2 The Bank shall collect the fees from the Customer in such manner and at such intervals as may be agreed between the Bank and the Customer from time to time.
- 8.3 Paid fees are not refundable except otherwise specified by the Bank.
- 8.4 The Bank's records of any fee or other amount outstanding from the Customer to the Bank shall be conclusive and binding the Customer unless and until the contrary has been established.

9. Restriction of Liabilities

- 9.1 Unless due to the gross negligence or willful default of the Bank or 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 does not assume any liability or responsibility to the Customer or, in case of a non-persona Customer any Authorised person or any other person for the consequences arising from or in connection with:-
- (a) use of and/or access to the Services by the Customer any Authorised Person or any other person whether or not authorised;
 - (b) any interruption, suspension, delay, loss, mutilation or other failure in the transmission of Instructions howsoever caused;
 - (c) the Bank's inability to execute any Instructions due to prevailing market conditions, or the manner and timing of executing any Instructions; or
 - (d) any mechanical failure, power failure, malfunction, or installation in connection with the Services.
- 9.2 In no event shall the Bank be liable to the Customer or, in the case of a non-personal Customer, any Authorised Person or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings. The Customer or, in the case of a non-personal customer, any Authorised Person waives any claim for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

10. Indemnity

The Customer and, where applicable, each Authorised Person shall jointly and severally indemnify the Bank and its officers and employees 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 by any of them and at actions or proceedings which may be brought by or against any of them in connection with the provision of the Services or the performance. Exercise or presentation of the Bank's obligations, powers and right under these Terms and Conditions unless due to the gross negligence or willful default of the Bank or any of its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.

11. Termination of Services

11.1 The Bank may, at any time, without giving notice or reason, suspend or terminate the Services.

11.2 Without prejudice to the generality of Clause 11.1, the Bank may terminate the use of the Services by the customer or, in the case of a non-personal Customer, all or any of Authorised Persons immediately at any time by giving written notice to the Customer and such Authorised Person (where applicable) for any reason including, without limitation:-

- (a) failure of the Customer to pay any fee or other amount due under these Terms and Conditions or the payment arrangement designated by the Customer becoming ineffective.
- (b) breach by the Customer or in the case of a non-personal Customer such Authorised Person of any other provisions of these Terms and Conditions and failure in the case of a remedial breach, to remedy the breach within seven days after receiving written notice from the Bank specifying the breach and requiring the breach to be remedied.

11.3 the Customer may terminate the use of the Services by all or any of the Authorised Persons at any time by giving to the bank not less than 3 days' prior written notice in such form as the Bank may prescribe from time to time provided that the Bank may at its discretion act on any oral notice purportedly given by or on behalf of the Customer and any action so taken by the bank shall not render it liable to the Customer or the relevant Authorised Person (where applicable).

11.4 All provisions of these Terms and Conditions which in order to give effect to their meaning need to survive the suspension or termination of the Services and/or the use of the Services by any of the Authorised Persons (where applicable) shall remain in full force and effect after suspension or termination including, without limitation, Clauses 7.9 and 10. Notwithstanding such suspension or termination, the Customer and the Authorised Persons (where applicable) shall continue to be bound by these Terms and Conditions to the extent that they relate to any obligations or liabilities of the Customer and/or the Authorised Persons (where applicable) which remain to be performed or discharged.

12. Set-off

12.1 The Bank may, without noticing the Customer and (if non-personal Customer) Authorised Person, at any time combine and consolidate any credit balance on any account of the customer and any account of each Authorised Person (whether separately in the name of the Customer or such Authorised Person or jointly in the name of Customer or Authorised Person and any other person), under these Terms and Conditions in whatever capacity and whether actual or contingent or whether owed solely by the Customer or such Authorised Person (where applicable) or by the Customer or such Authorised Person (where applicable) and any other person, the Bank may set-off any due obligations owed by the Customer and (if non-personal Customer) Authorised Person to the Bank with those obligations owed by the Bank to the Customer and (if non-personal Customer) (if such obligations are not due, the Bank may take any action to bring the due date forward).

12.2 If there are different currencies concerned in the creditor's rights and indebtedness in reference of 12.1, the Bank may convert the indebtedness according to the foreign exchange rate legally publicized at the time of setting-off.

12.3 If any of the indebtedness referred in 12.1 is uncertain, the Bank may calculate the indebtedness according to the materials maintained by itself and conduct setting-off.

13. Amendments

The Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time. Any revision and/or addition to these Terms and Conditions shall become effective subject to reasonable notice given by the Bank to the Customer and (if non-personal Customer) Authorised Person, by posting on internet or exhibition, advertisement or by such means as the Bank thinks fit, and shall be binding on the Customer and the Authorised Persons (where applicable if they continue to maintain or use the Services after the effective date of variation).

14. Tape Recording

The customer expressly authorise the Bank may (but shall not be obliged to) record by tape or other means all instructions and all other verbal communications between the Customer and the Bank. Such instructions and communications include but not limited to the instructions and communications given by telephone (collectively, "verbal Communications"). The Customer expressly agree that if a dispute arises at any time in relation to the contents of any Verbal Communication, then the tape recording or such other records of such Verbal Communication, or a transcript of the same certified as a true transcript by an officer of the Bank, shall be conclusive evidence between the Bank on one hand and the Customer on the other as to the contents and nature of such verbal communications unless and until the contrary has been established and may be used as evidence in such dispute.

15. Communication

- 15.1 The Bank shall be entitled to prescribe, from time to time, the mode and format of communication with respect to each type of notice and the form of notice to be given pursuant to these Terms and Conditions. The mode and format includes SMS, public website notice, APP and WeChat official accounts.
- 15.2 Communications delivered personally, sent by post, facsimile transmission, telex or email shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or on leaving it at the address last address registered by the Customer to the Bank. (where sent by post) 48 hours after posting if such address is in a location where the account of the Customer is maintained and seven days after posting if such address is outside such a location or (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile, telex number or email address last registered by the Customer to the Bank. Items sent to the Customer or delivered to an authorised representative are supplied at the customer's risk.
- 15.3 Unless otherwise specified by the Bank, all communications sent to the Customer to the Bank shall be in writing and fit applicable) in the form prescribed by the Bank and shall be sent to such address as the Bank may prescribe for such purpose and shall be treated as delivered to the Bank on the day of actual receipt.
16. **Severability**
Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.
17. **Force Majeure**
The Bank shall not be liable for any losses, damages or other consequences arising from its failure to provide the Services due to any circumstances or events beyond the reasonable control of the Bank including, without limitation, failure of any communication network, strikes, lock-outs or other industrial disputes, war, riot, civil commotion, malicious damage, fire, flood, storm, etc..
18. **Waiver**
No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions or any rather or other exercise of such rights powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.
19. **Miscellaneous**
- 19.1 The Bank may appoint any person as its agent (including any debt collection agency or solicitor) to collect any or all indebtedness owed by the Customer or, in the case of a non-personal Customer any Authorised Person (where applicable) to the Bank and the Customer and such Authorised Person shall be responsible for all costs and expenses which may be incurred by the Bank for that purpose on each occasion.
- 19.2 The Bank will keep the personal data relating to the Customer or in the case of a non-personal Customer, each Authorised Person confidential as mandates by the applicable laws or these Terms and Conditions or other Terms and Conditions of the Bank. The Customer or, in the case of a non-personal Customer, each Authorised Person acknowledge and agree that all personal data relating to them may be used and disclosed for such purposes and to such persons in accordance with the Bank's general policies on use and disclosure of personal data as set out in statements, circulates notices or terms and conditions.
20. **Governing Law and jurisdiction**
- (a) These Terms and Conditions and the rights and obligations of the Parties under this Terms and Conditions shall be governed by and interpreted according to the laws of PRC.
- (b) During the period of these Terms and Conditions, all disputes, conflicts in relation to the implementation of these Terms and Conditions or in relation to these Terms and Conditions shall be resolved by negotiation. If it is impossible to resolve by negotiation, each party submits to the non-exclusive jurisdiction of the Courts of the PRC, but during the proceeding, those Terms and Conditions without disputes may be enforced in the Courts of any competent jurisdiction.
21. **Governing Version**
These Terms and Conditions are made in Chinese and English versions and both have the same legal effects provided that in case of any inconsistency, the Chinese version shall prevail.