

Terms and Conditions for Industrial Bank Co. Ltd., Hong Kong Branch Corporate Internet Banking Services

("Terms and Conditions")

IMPORTANT: Before you use the Internet Banking Services of Industrial Bank Co., Ltd. (A joint stock company incorporated in P.R.C with limited liability), Hong Kong Branch, please read these Terms and Conditions carefully and make sure you understand them and find them acceptable. By registering to use the Internet Banking Services and signing the application form, you will be considered to have accepted these Terms and Conditions and will be bound by them.

In consideration of Industrial Bank Co., Ltd. (A joint stock company incorporated in P.R.C with limited liability), Hong Kong Branch, making Internet Banking Services available to you, you agree as follows:

Definitions

1. In these Terms and Conditions:

"Account" means each and any bank account held with the Bank by the Customer which is associated or used with the Internet Banking Services.

"Approval Matrix" means the a table setting out the approval(s) required from the Approver(s) of different categories for different types of transactions of different transaction amounts, which is completed by the Authorised Person in such forms as prescribed by the Bank from time to time.

"Approver" means, in relation to the Multiple-user Authorization Mode outlined under clause 17, an Authorised User who is authorised by the Customer to approve instructions for the making of transactions according to the Approval Matrix via the Internet Banking Services on the Customer's behalf in accordance with these Terms and Conditions.

"Authorised Person" means any person or persons duly authorised by the Customer (whether under the Resolutions (where the Customer is a company or corporation) or otherwise) to apply for, amend or terminate the Internet Banking Services on behalf of the Customer and to complete any subsequent acts required for the operation of the Internet Banking Services.

"Authorised Transaction Person" means, in relation to the Single-user Authorization Mode outlined under clause 17, an Authorised User who is authorised by the Customer to singly make transactions via the Internet Banking Services on the Customer's behalf in accordance with these Terms and Conditions, without the need for approval from another Authorised User.

"Authorised User" means any person duly authorised by the Customer to access and use Internet Banking Services on the Customer's behalf in accordance with these Terms and Conditions, and includes any Authorised User who is authorised to use any of the Enquiry Services, any Authorised Transaction Person, any Maker and any Approver.

"Bank" means Hong Kong Branch of Industrial Bank Co., Ltd. and its successors and assigns.

"Bank's Website" means <http://www.cibhk.com/>

“**CBN**” has the meaning given to such term in clause 21.

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

“**Internet Banking Services**” means the corporate internet banking services offered by the Bank to the Customer from time to time (and outlined under clause 3) which are the subject of these Terms and Conditions.

“**Maker**” means, in relation to the Multiple-user Authorization Mode outlined under clause 17, any Authorised User who is authorised by the Customer to give instructions for transactions via the Internet Banking Services on the Customer’s behalf in accordance with these Terms and Conditions.

“**Resolutions**” means, where the Customer is a company or corporation, the relevant corporate resolutions of the Customer approving, amongst other things, the Customer’s application for and the use of the Internet Banking Services and authorising the relevant person(s) to apply for, amend or terminate the Internet Banking Services on behalf of the Customer and to complete any subsequent acts required for the operation of the Internet Banking Services.

“**Security Code**” means a one-time code generated by the Security Device and required for the use and access of certain services or functions in relation to the Internet Banking Services.

“**Security Device**” means a device provided by the Bank to the Customer for the purposes of generating a Security Code.

“**User Number**” has the meaning given to such term in clause 22.

“**User Profile**” means the profile assigned to an Authorised User which sets out the scopes and limits of the authority in relation to that Authorised User.

“**first-time PIN**” has the meaning given to such term in clause 22.

“**instructions**” means orders for transactions, approvals of orders for transactions, and requests for account and transaction information, rates and other financial data.

“**transactions**” means transfers of funds held in the Account and include internal transfers (i.e. transfers between accounts held with the Bank, whether the accounts are held by the same person(s) or not), inter-bank transfers, overseas remittances (i.e. remittances to bank accounts outside of Hong Kong), the making of time deposits and any other transactions which the Bank may from time to time agree to execute via the Internet Banking Services.

“**we**”, “**us**” and “**our**” means or relates to the Bank.

“**you**”, “**your**” and “**Customer**” means the company, corporation, society, association, club, partnership or sole proprietor applying for the Internet Banking Services, and to whom we will provide the Internet Banking Services, and includes each of that person’s lawful successors (if applicable).

The Internet Banking Services

2. Internet Banking Services are offered through the Bank's Website in accordance with these Terms and Conditions (as amended from time to time).
3. You may apply to the Bank for a number of services that the Bank may offer via the Internet Banking Services from time to time, including but not limited to:-
 - a. **"Enquiry Services"**, which may include one or more of the following sub-set(s) of Enquiry Services: (1) bank statements / advices; (2) account overview; and/or (3) loans enquiry; and/or
 - b. **"Transactional Services"**, which may include one or more of the following sub-set(s) of Transactional Services: (1) internal transfers; (2) inter-bank transfers; (3) overseas remittances; and/or (4) making of time deposits.

Availability and Use of Internet Banking Services

4. We may introduce, vary, suspend, or terminate any part or parts of the Internet Banking Services. We may also vary the scope of the Internet Banking Services, including but not limited to introducing additional services in the future, and setting daily transaction limits, single transaction limits and other transaction limits and limits on types of transactions that may be executed via the Internet Banking Services. For the avoidance of doubt, the provision of the Internet Banking Services to you is subject to any restrictions and conditions that the Bank may impose on the transactions at its absolute discretion from time to time.
5. We will set days of operation, service hours, daily cut-off times and other timing matters for our Internet Banking Services or other specific and related services from time to time at our discretion. Any instruction, request for transaction details or other similar request made by you that we receive from your use of the Internet Banking Services after an applicable daily cut-off time will be treated as having been received on the next day on which the relevant Internet Banking Services are in operation.
6. Internet Banking Services and your use of the Internet Banking Services are subject to these Terms and Conditions, other terms and conditions of the Bank applicable to these Internet Banking Services, including the Bank's Personal Information Collection Statement and Security Advisory, and any other documents or terms and conditions of the Bank applicable to the accounts, transactions and services from time to time, including but not limited to the General Conditions for Accounts and the General Agreement by Customer(s).
7. If there is any inconsistency, these Terms and Conditions shall prevail over any other applicable terms and conditions for accounts, transactions and services covered by the Internet Banking Services.
8. The Internet Banking Services will only be made available to you upon the successful completion of your application for them. The Bank reserves the right to refuse an application and may, at its sole discretion, at any time and without notice, withdraw the Internet Banking Services (together with all their associated rights and privileges).
9. You must not use or permit any other person to use the Internet Banking Services for any illegal purpose or activity, and you must notify us as soon as reasonably practicable if you become aware of any such use.

10. All software, data, documentation, and related material provided in connection with the Internet Banking Services, including any information downloaded by you during your use of the Internet Banking Services, is and shall remain the property of the Bank.
11. You acknowledge that any information or data provided by the Bank or an information provider through the Internet Banking Services, including all financial and related information, is proprietary to the Bank or such information provider, and any such information and data provided to you is for your own information purposes only and may not be copied, distributed, retransmitted, sold, or used for any other purpose except where required by any applicable laws, rules and regulations. Any such information or data provided by the Bank or an information provider through the Internet Banking Services may not be accurate, complete or up-to-date and any use or reliance you may place on such information or data shall be at your own risk and we are not responsible for any action which you may or may not take as a result of receiving such data or information. The data or information shall be used by you only for the purposes in these Terms and Conditions. You will use the data or information in accordance with any applicable laws, rules and regulations.

Customer Responsibilities and Security in relation to Internet Banking Services

12. The Internet Banking Services are only offered to Customers in Hong Kong and to such other jurisdictions where the offer of such Internet Banking Services are not illegal or unlawful. It is the responsibility of the Customer and any other user of the Internet Banking Services to ensure that they are not in breach of any prohibition or restrictions on such services applicable to them in their relevant jurisdiction when using the Internet Banking Services.
13. You warrant that you have full power and authority to accept and perform the obligations arising from your application for the Internet Banking Services and/or these Terms and Conditions and that all necessary corporate or administrative actions have been taken to authorise acceptance and performance of such obligations, and that the acceptance and performance of these obligations will not contravene or conflict with any provision of your constitutional documents.
14. You must follow any guidance on online security which we provide to you from time to time and secure your use and access of the Internet Banking Services.
15. On application for Internet Banking Services, you may nominate and authorise one or more persons as Authorised User(s) to access your Internet Banking Services on your behalf, and assign to each Authorised User such role(s) and access right(s) as permitted by the Bank from time to time. Where you would like to apply for a change in the Authorised User(s) or his/her/their role(s) or access right(s), you must promptly notify the Bank by completing and submitting such forms and documents as prescribed by the Bank from time to time. No change in the Authorised User(s) or his/her/their role(s) or access right(s) will be effective until it has been notified to and accepted by the Bank.
16. If you apply to the Bank for Enquiry Services via Internet Banking Services, you may select and specify the sub-set(s) of Enquiry Services that is/are to be made available to any Authorised User.
17. If you apply to the Bank for Transactional Services via Internet Banking Services, you may select and specify the sub-set(s) of Transactional Services that is/are to be made available to any

Authorised User and you must also select one of the two authorisation settings for Transactional Services. The two authorisation settings are:

- a. **“Single-user Authorization Mode”**, under which any Authorised Transaction Person can singly make a transaction, without the need for approval from another Authorised User; and
 - b. **“Multiple-user Authorization Mode”**, under which each Authorised User can be assigned the access rights of a Maker or an Approver or both, and each instruction for the making of a transaction must be approved by the relevant group of Approver(s) in accordance with the Approval Matrix before it would be processed by the Bank.
18. If you select Single-user Authorization Mode, you may assign to any Authorised User the access rights of an Authorised Transaction Person.
 19. If you select Multiple-user Authorization Mode, you may assign to any Authorised User the access rights of a Maker or an Approver or both.
 20. If you select Multiple-user Authorization Mode, you must complete the Approval Matrix in such forms as prescribed by the Bank from time to time, and the Bank will only process an instruction for a transaction when the instruction is approved by the Approver(s) required in accordance with the Approval Matrix, and an Approver cannot approve any instruction for a transaction given by the Approver himself/herself.
 21. The Bank will associate a unique Corporate Internet Banking Number (**“CBN”**) with each Customer and a User Profile with each Authorised User. The scope of authority and limits on such authority for an Authorised User’s User Profile in relation to the use of the Internet Banking Services can be determined by the Customer on application for Internet Banking Services.
 22. A Security Device, a unique user number (**“User Number”**) and a first-time personal identification number (**“first-time PIN”**) will be pre-allocated by the Bank to each relevant Authorised User, and the Bank will provide such Security Devices, User Numbers and first-time PINs to you or your Authorised Person to distribute to the relevant Authorised Users. You or your Authorised Person shall confirm receipt of the Security Devices and first-time PINs by returning to the Bank such forms as prescribed by the Bank from time to time. It is the responsibility of you and your Authorised Person to ensure that the correct first-time PIN and Security Device allocated by the Bank to the particular Authorised User is distributed to that particular Authorised User before his/her first access to the Internet Banking Services, and you agree to indemnify the Bank for any loss or liability as a result of or arising from any unauthorised use of the Internet Banking Services directly or indirectly caused by the failure to distribute the correct first-time PIN and Security Device to the particular Authorised User. Each Authorised User shall not have more than one username (if any), User Number, password and Security Device, and the username (if any), User Number, password and Security Device will be associated with that Authorised User.
 23. Each Authorised User must use the first-time PIN and Security Device in order to access the Internet Banking Services for the first time. After this first logon, the Authorised User will be asked to provide a new password and, if selected by the Authorised User, a username for his/her access and use of the Internet Banking Services. Subsequently, when he/she attempts to access to the Internet Banking Services, he/she will be prompted to enter the Customer’s CBN, his/her username (if any), his/her User Number and his/her password in order to use and access to the

Internet Banking Services. He/she will also be prompted to enter a one-time password generated by his/her Security Device.

24. You instruct and authorise us to accept any instructions quoting an effective username (if any), User Number, password, CBN and where used, Security Code and which complies with the scope and limits of the authority as set in the User Profile associated with the relevant Authorised User. Whilst the Bank will verify that the username (if any), User Number, password, CBN and Security Code (if used) are effective and valid, we have no duty to verify the identity or authority of the person using the username (if any), User Number, password, CBN and/or Security Device, and we have no duty to verify whether you have allocated that username (if any), User Number, password, and/or Security Device to the relevant Authorised User (or whether the relevant Authorised User has selected the same).
25. If we, at our sole discretion, determine an instruction for transaction to be involving unusual or high risks, you agree that we may require your Authorised User(s) to undertake further security verification steps that may be prescribed by the Bank from time to time (including but not limited to the implementation of any two-factor authentication mechanism which may require the use of Security Code generated by the Security Device) before processing that instruction.
26. You and/or the relevant Authorised User (as the case may be) will promptly notify us of each User Profile, and any changes to the User Profiles, usernames (if any) and/or passwords in the manner as prescribed by us from time to time. The User Profiles and any changes to the User Profiles, usernames (if any) and/or passwords shall only become effective on our acceptance of the same.
27. The username (if any), User Number and password (including but not limited to the first-time PIN) of any Authorised User should not be disclosed to any person other than to that Authorised User. The CBN of the Customer should not be disclosed to any person other than to the Authorised Person(s) and the Authorised User(s) of the Customer.
28. In the event that there is any discrepancy between the scope and limits of authority set out in the User Profile associated with an Authorised User and any authority and limits otherwise assigned by you, the User Profile shall prevail insofar as it relates to instructions and transactions using the Internet Banking Services. You instruct and authorise the Bank to accept any instructions given to the Bank according to these Terms and Conditions, regardless of any joint signing arrangement in place over the relevant Accounts at the time.
29. Each Security Device is and shall at all times remain the property of the Bank and issued, upgraded, replaced or cancelled at our discretion. You and/or the relevant Authorised User shall return it to the Bank immediately upon our request. Each Security Device should be kept safe and secure under the personal control of the relevant Authorised User (or yourselves) and no other person shall be permitted to use the Security Device.
30. You and/or the relevant Authorised User shall inform the Bank as soon as reasonably practicable of any loss or theft of a Security Device by the means specified by the Bank from time to time. Failure to report such loss or theft will mean that you and/or the relevant Authorised User may be responsible for all direct losses arising from or as a result of any unauthorised transaction involving the use of the lost or stolen Security Device. You or your Authorised Person may apply for a new or replacement Security Device by the means specified by the Bank from time to time, and it is your responsibility to ensure that any appropriate authorisation is obtained, e.g.

authorisation from the relevant Authorised User (if required). The Bank may charge a fee for a new or replacement Security Device.

31. The username of an Authorised User may be changed by that Authorised User at any time and you shall ensure that each Authorised User will change his/her password on a regular basis to ensure security of access to the Internet Banking Services. Changes must be effected by the means specified by us from time to time. You shall also ensure that the Authorised Users understand and agree that any change to their usernames and/or passwords shall only take effect after we have received, processed and accepted it. You or your Authorised Person may apply for a new password on behalf of any Authorised User, and it is the responsibility of you and your Authorised Person to ensure that any appropriate authorisation is obtained, e.g. authorisation from the relevant Authorised User (if required).
32. Username (if any), User Number and password and any other security code or measure should be kept safe and secure by each Authorised User at all times. Both you and the Authorised User(s) must not disclose any relevant username (if any), User Number and password and any other security code or measure to any other person, or permit any other person to access to the Internet Banking Services using their username (if any), User Number and password or any other security code or measure.
33. You are fully responsible for any accidental or unauthorised disclosure of any Authorised User's username (if any), User Number and/or password and any other security code or measure to any other person by yourselves or by your Authorised Users. You bear the risks of any unauthorised use of any Authorised User's username (if any), User Number and/or password and any other security code or measure, including any risk of unauthorised use by Authorised Users or any other unauthorised persons.
34. You must notify us as soon as you become aware of or suspect the following (or any of them):
 - a. any loss, theft, disclosure or unauthorised use of an Authorised User's username (if any), User Number and/or password and any other security code or measure; and
 - b. any unauthorised use of the Internet Banking Services by an Authorised User or any other person.

You can notify us by the means specified by us from time to time, including, but not limited to, visiting the Bank's offices in person or by telephone. We may request that you confirm any such notification in writing. You understand and agree that you remain responsible for any use of the Internet Banking Services by an Authorised User, any unauthorised person or for any unauthorised purpose that occurs before we actually receive your notification and we have had a reasonable opportunity to take action on such a notice.

35. The Bank may from time to time request information from you for the purposes of providing you with the Internet Banking Services. By applying to use Internet Banking Services, you confirm that all information that you provide to us at any relevant time is true, complete and up-to-date. You must ensure that all the information provided to us from time to time remains true, complete and up-to-date and notify us (by the means specified by us from time to time, including, but not limited to, any designated telephone numbers, the Internet Banking Services, or in person) of any change in such information as soon as reasonably practicable. On application for Internet Banking Services, you authorise the Bank to complete the activation process and set up the Internet Banking Services in accordance with these Terms and Conditions,

and you acknowledge that the Bank shall have no responsibility whatsoever if it acts in accordance with these Terms and Conditions and the information and instructions as provided by you in any application forms, supplemental application forms, and such other forms relating to the Internet Banking Services as received by the Bank from time to time.

36. You shall, and shall procure that each Authorised User shall execute such forms and/or documents and perform such acts as we may reasonably request in connection with the use of the Internet Banking Services.
37. You and each Authorised User authorises the Bank to disclose and/or transfer any information relating to the Customer, any Authorised User, any Accounts, and/or any instructions provided through the Internet Banking Services, and/or any transactions completed through the Internet Banking Services to any person in accordance with any applicable law or any rule, regulation, guideline, circular, code of conduct or other requirement (with or without the force of law) imposed by any governmental or regulatory authority.
38. You or your Authorised Users must not do anything, or attempt to do anything, which interferes or tampers with Internet Banking Services generally. You will not, and you will ensure that your Authorised Users will not, tamper, modify, or otherwise alter or gain unauthorised access to any part of the Internet Banking System or the Bank's Website or any software comprised within them. You or your Authorised Users must not gain access to Internet Banking Services except in the manner specified by us. We are entitled to terminate your and your Authorised User's use of the Internet Banking Services without notice and to take further legal action against you or the relevant Authorised User for any breach of this clause.
39. You shall notify us if you or your Authorised Users experience any irregularity or difficulty in accessing or using the Internet Banking Services as soon as reasonably practicable.
40. You are responsible for all acts and all omissions of each Authorised User, and you shall ensure that each Authorised User shall comply with these Terms and Conditions and any other relevant documents, including but not limited to, the Security Advisory, where applicable.
41. You may terminate or suspend the use of the Internet Banking Services by all or any of the Authorised Users after you have given notice of such suspension or termination to us by the means prescribed by us from time to time and after we have had a reasonable opportunity to take action on such a notice.

Instructions through the Internet Banking Services

42. Instructions can only be given to us online via the Bank's Website and/or logging onto the Internet Banking Services by the means specified under these Terms and Conditions or otherwise by us from time to time. We will not consider any instruction from you to have been received by us unless the instruction is given by the means specified under these Terms and Conditions or otherwise by us from time to time, and unless we have actually received the instruction in full.
43. Once provided, your instructions for transactions are binding on you and cannot be withdrawn, cancelled or amended unless and until you or your Authorised Person have completed and submitted such forms and documents as prescribed by the Bank from time to time and the Bank has accepted such withdrawal, cancellation and amendment request in its sole discretion,

except that an instruction for a Forward Date Transaction (defined in clause 44) may be cancelled via Internet Banking Services online in the limited circumstances as provided in clause 44.

44. Subject to clause 43, an instruction for a transaction that is scheduled to be executed on a future date ("**Forward Date Transaction**") may be cancelled via the Internet Banking Services online by the relevant Authorised User(s) who give(s) or approve(s) the instruction before the scheduled execution date of the Forward Date Transaction in accordance with such procedures and requirements as prescribed by the Bank on its website from time to time. No such request is effective until the Bank has accepted such withdrawal, cancellation and amendment request in its sole discretion.
45. You acknowledge and agree that the Bank shall be entitled to a reasonable period of time to process any request for withdrawing, cancelling or amending an instruction and the Bank does not guarantee that any withdrawal, cancellation or amendment requested by you, whether pursuant to clause 43 or clause 44 or otherwise, can be successfully executed notwithstanding receipt by us of the abovementioned forms, documents and/or online instructions as prescribed by the Bank from time to time. Whether such request can be executed may depend on third parties and the Bank has no responsibility or liability whatsoever should such request be rejected, delayed or is unsuccessful and the Bank shall not be obliged to furnish any reasons in connection therewith. You undertake to pay and authorise the Bank to deduct from your Account(s) any associated bank charges (which the Bank may prescribe from time to time) for withdrawing, cancelling or amending any instructions.
46. If we reasonably believe that instructions are given to us or authorised to be given to us by an Authorised User, we may act on those instructions without being liable in any circumstance. Any instruction executed by us in good faith will be binding on you, even if the instructions are unclear, incorrect, false, or otherwise not given or authorised by you or your Authorised Users. We are under no obligation to verify the identity of the Authorised User giving an instruction apart from verifying the security measure(s) (such as the username (if any), User Number, password and CBN) used to access the Internet Banking Services.
47. We will only accept your instructions if it is practicable and reasonable to do so. We are entitled to act according to our regular business practices and procedure in accepting any instructions from you from time to time.
48. We need not act on any instruction (in whole or in part) if it is not, in our opinion, practicable or reasonable to do so. We may decline to act on your instructions without giving any reason and without any liability. Circumstances where we may not act on your instructions include but are not limited to the following:-
 - a. there are insufficient funds in your Account to complete the transaction;
 - b. there are insufficient funds in your Account to pay any fees, charges, expenses or other sums payable by you to the Bank;
 - c. completion of the transaction will result in your Account exceeding any limits we have set on you or your Account, including but not limited to credit limits, transaction limits, and limits on the number of transactions;
 - d. your Account has been closed, frozen or otherwise made unusable for any reason;
 - e. the counterparty is unable to accept the transaction for any reason; or
 - f. any circumstances under which we are not required to act on your instructions, as provided in other terms and conditions of the Bank applicable to these Internet Banking

Services and any other documents or terms and conditions of the Bank applicable to the accounts, transactions and services from time to time, including but not limited to the General Conditions for Accounts and the General Agreement by Customer(s).

49. Where we become aware of or suspect a breach of security or any other irregular circumstances in relation to your Account or use of Internet Banking Services, we have the right to delay acting or refuse to act on any instructions you may send us. We shall not be liable for any delay or refusal to act in these circumstances. We will inform you of any delay or refusal if it is reasonably practicable to do so.
50. You understand that there may be time lags in the transmission of instructions or other communications and information through the internet which are beyond our control.
51. A confirmation will be sent to you by the means specified by us from time to time after a transaction or instruction has been effected through Internet Banking Services. You must check any confirmation you may receive from us, and you will be deemed to have received such confirmation immediately after we send it. If you have not received any confirmation from us within (i) the usual time you expect to receive such confirmation or (ii) 48 hours after the sending of your instructions (whichever is the shorter period), you must check the status of the relevant instruction, and you must make enquiries with us as to the status of the relevant instruction.
52. Your instructions to us will be kept on our records and will be kept for as long as we consider necessary.

Use of the Internet Banking Services

53. We grant you and your Authorised User(s) (for the term of these Terms and Conditions) a personal, limited, non-exclusive, revocable, non-transferable, and non-sublicenseable license to use the Internet Banking Services pursuant to these Terms and Conditions. Certain parts of the Internet Banking Services may be provided under license from other third parties – you will comply with any restrictions or limits set by such third party as notified to you from time to time.
54. The Internet Banking Services are for your internal use purposes and are subject to these Terms and Conditions. You are not permitted to use the Internet Banking Services on behalf of third parties without our permission. You are also not allowed to sell, lease, or provide (directly or indirectly) the Internet Banking Services (in part or in full) to any third party except as permitted by these Terms and Conditions.
55. From time to time we may provide links to the websites of third parties, or contents, products and services provided by third party service providers. As we may not have reviewed these third party websites or materials, our linking to these websites or materials should not be construed as or deemed to be an endorsement or approval of these websites or materials. You understand that your access or use of these third party websites or use of third party services are entirely done at your own risk, and that all further enquiries or requests for further information should be sent to these third parties before accessing or using the third party's websites.
56. When you access or use the website of third parties or deal with third party service providers, we may need to transfer certain personal data to these third parties. You agree to be subject to any terms and conditions and privacy policy of the third party and it is your responsibility to

ensure that you and any of your Authorised Users understand the suitability of those terms and conditions and privacy policy as well as any services or products offered by the third party, and make enquiries with the third party if you have any queries.

57. We may from time to time offer means and features of communication in order to enhance your ability to communicate with us. Where such means of communication are provided, you agree to use them in accordance with the applicable laws, rules and regulations, and you agree to not use them to transmit any inappropriate information (including any information that may be deemed obscene, libellous, harassment, fraudulent, or slanderous).
58. You are responsible for any losses, damages or costs which you may incur as a consequence of any errors or failures in the software or equipment you use to access the Internet Banking Services.
59. The Bank accepts no liability for any losses suffered and does not make any representations or warranties concerning the use of any third party electronic services and/or facilities which we may provide for your use from time to time.

Fees

60. We have the right to charge or vary fees for the use or termination of the Internet Banking Services. We will give you 30 days prior notice of new fees or any variation of fees unless this is not possible. You are required to pay such fees if we do not receive notice from you to terminate the Internet Banking Services with effect before the date on which the new fees or revised fees take effect. Fees are payable at such times and by such means as we may notify to you from time to time.

Bank's Determinations

61. Any certification or determination by the Bank of a rate, amount or other thing under these Terms and Conditions is, in the absence of manifest error, conclusive evidence of the matters to which it relates.
62. Any of the Bank's records of any transaction processed using Internet Banking Services shall be conclusive evidence of such transaction and binding on you for all purposes.
63. If any exchange rate, interest rate and other rates and information is provided to you or on your request through Internet Banking Services from time to time, such information is provided to you for reference only, unless the relevant rate or information is confirmed by us or otherwise adopted for a transaction. After this confirmation or adoption, the relevant rate or information will be binding on you, regardless of any previously provided but unconfirmed/adopted reference rate or information.
64. In relation to any rates and information which may be provided by us, you acknowledge and agree as follows:-
 - a. the market price of any asset or thing using any relevant rate must be independently determined by you;

- b. you must verify and confirm any information provided by us from time to time through the Internet Banking Services before you act upon that information;
- c. you must make any investment decisions according to your own judgment without advice or guidance from us; and
- d. any independent professional advice you obtain on legal, tax, or other issues may also influence your use of the Internet Banking Services, any transactions or dealings conducted by you, or the application of these Terms and Conditions.

Liability of the Bank

65. We make no warranty to you, express or implied, concerning the Internet Banking Services. You expressly acknowledge and agree that we have made no recommendations with respect to the Internet Banking Services or any transactions and that we (or any third party service provider) provide the Internet Banking Services on an “as-is” basis and at your sole risk. We expressly disclaim any implied warranty of merchantability or fitness for a particular purpose.
66. Reasonable and practicable measures will be employed to ensure that adequate security systems are in place to safeguard the security of the Internet Banking Services and our relevant network systems generally.
67. We cannot guarantee that the Internet Banking Services we provide are free from computer viruses or other destructive or disruptive features which may adversely affect your own mobile phone, hardware, software, system or equipment. We shall not be liable for any disruption, interruption, delay, or other failure by us to provide any Internet Banking Services, to transmit instructions or information through Internet Banking Services, or to connect you to Internet Banking Services due to any circumstances beyond our control, including but not limited to any operation of law.
68. The Internet Banking Services offered through the Bank’s Website are designed to be accessed through computer devices with compatible Internet browsers which may be specified on the Bank’s Website from time to time, and some features or functions of the Internet Banking Services may not be available when the Bank’s Website is accessed through other mobile devices such as mobile phones, and the Bank shall not be liable for such unavailability of features or functions when the Bank’s Website is not accessed through computer devices with compatible Internet browsers.
69. The Bank has and will continue to endeavour to avoid interruptions to the Internet Banking Services. However, failures, delays, periods of outage or other malfunctions with the Internet Banking Services may still occur. In the event of such situations, you should, and should ensure that the Authorised Users should, place or give your instructions or enquiries using alternative means as set out by the Bank from time to time (including but not limited to telephone hotlines, attending to specified branches, etc.).
70. Where there is a system failure of the Internet Banking Services, we may need to cancel your instructions or pending instructions given to us through your use or your Authorised User’s use of the Internet Banking Services. We may contact you or your Authorised Users of such a cancellation of your instruction(s) by any means we consider to be appropriate (including but not limited to e-mails, mobile messaging, etc.), but we are not obliged to send you such a notice. We will not assume any liability or responsibility for such cancellation of your instruction(s), or for your failure to receive such a notice of cancellation, or (where no notice is issued) for our

non-notification of such cancellation. You will and ensure that your Authorised Users will check the status of the Accounts and check whether your instructions have been processed.

71. The Bank is not liable for any loss, damage or expense of any kind which you may incur or suffer arising from the use of or in connection with the Internet Banking Services, unless the loss, damage or expense suffered or incurred is proven to be the result of fraud, gross negligence or wilful default by the Bank or its agents and employees. In no circumstances shall the Bank, its agents, or its employees be responsible to you or any other person for any loss of profit or interest, indirect or consequential loss arising from or in connection with the Bank's provision of the Internet Banking Services, or any failure or delay in the provision of the Internet Banking Services.
72. The Bank is not liable for any loss or damage suffered by you or any Authorised User as a result of or arising from the use of the Internet Banking Services which is against or otherwise inconsistent with these Terms and Conditions, or from any failure on the part of yourselves or any Authorised Users to carry out your responsibilities under these Terms and Conditions.
73. The Bank is not liable for any loss or damage suffered by you or any Authorised User as a result of or arising from the Bank acting on good faith in accepting any instructions from you or an Authorised User, or any misunderstanding or misinterpretation of any instruction.
74. The Bank shall not be liable to you, any Authorised Users, and any other persons in any event for any incidental, indirect, special, consequential or exemplary damages including any loss of use, revenue, profit or savings.
75. We will take and continue to take reasonably practicable steps to ensure that the systems used in relation to the Internet Banking Services are used with adequate security systems in place, as well as adequate measures to control and manage the risks of operating such systems. We will take into account any applicable laws, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time.

Set-Off and Lien

76. We may, at any time and without prior notice to you, apply any credit balance in any currency on any of your Accounts in or towards the satisfaction of any indebtedness owed by you to the Bank in whatever capacity, whether actual or contingent and whether owed solely by yourselves or by yourselves and any other person.
77. We shall be entitled to exercise a lien over all of your property which is in our possession or control for custody or for any other reason and whether or not in the ordinary course of banking business, with power for us to sell such property to satisfy any indebtedness owed by you to the Bank.

Liability of the Customer

78. You are fully liable and responsible for all consequences arising from or in connection with your or your Authorised User's use of Internet Banking Services. However, you will not be responsible for any direct loss you suffer as a result of any unauthorised transactions conducted through the

Internet Banking Services on your Account, unless you or your Authorised User acted fraudulently or with gross negligence in relation to the unauthorised transaction.

79. To act with “gross negligence” includes a failure to keep secure your username and password and other security measures, a failure to follow the security safeguards and recommendations issued by the Bank from time to time, or a failure to report to the Bank that the Account has been compromised.
80. You must examine any advice or statements you receive from us in relation to Internet Banking Services and your use of Internet Banking Services. Unless otherwise expressly provided in these Terms and Conditions, you have 90 days to report any unauthorised transactions through Internet Banking Services which you discover from your examination of any advice or statement. Unless you inform us of any unauthorised transaction, the advice or statement shall be regarded as a conclusive record of the transactions which have validly been taken through your use of Internet Banking Services. This shall not apply to unauthorised transactions which result from the fraud, gross negligence or wilful default of the Bank, or which are a result of any fraud or forgery by an employee, agent or servant of the Bank.
81. You will indemnify the Bank, its agents and its employees for all actions, proceedings and claims which may be brought by or against them, and for all losses, damages and reasonable costs and expenses which they may incur or suffer as a result of or in connection with your use of the Internet Banking Services or the preservation or enforcement of the Bank’s rights and exercise of its powers under these Terms and Conditions. However, you will not be liable under this clause where the action, proceeding, losses, damages, or costs and expenses were caused by the fraud, gross negligence or wilful default of the Bank its agents and/or its employees, to the extent that the actions, proceedings, losses, damages, or costs and expenses are directly and reasonably foreseeable as arising directly and solely from such fraud, gross negligence or wilful default.
82. You represent and warrant to the Bank that your use of the Internet Banking Services will comply with all applicable laws, rules and regulations and any guidelines, policy and security statements, and procedures of the Bank applicable to the Internet Banking Services. You further represent and warrant that you and your Authorised Users will comply with these Terms and Conditions and any other agreement between yourselves and the Bank, as these may be amended from time to time.

Termination

83. You may terminate your use of Internet Banking Services at any time by giving us prior written notice in such forms as prescribed by the Bank from time to time, but such termination shall not be effective until it has been accepted by the Bank.
84. Your responsibilities and liabilities to the Bank created under these Terms and Conditions will survive any suspension or termination of Internet Banking Services and continue to apply after such suspension or termination.

Variation

85. The Bank has the right to vary these Terms and Conditions from time to time. You will be given reasonable notice before the variation takes effect. You will be given 30 days’ notice of any

variation of these Terms and Conditions which will affect your fees, or your obligations and liabilities, if possible.

86. If you do not accept any variation, you can terminate the Internet Banking Services you have with us by written notice, which shall be in such forms as prescribed by the Bank from time to time, before the date on which the variation takes effect or before the date as may be specified by the Bank for that variation. Unless you specified the date on which the termination shall be effective (and subject to such termination being accepted by the Bank), the Internet Banking Services will be taken to have been terminated before the date on which the variation is intended to take effect.

Notices and communication

87. We are entitled to set the form of notice and mode of communication with respect to each type of notice to be given under these Terms and Conditions.

88. Unless we specify otherwise, you will be deemed to have received any notice given by us:

- a. at the time of personal delivery or leaving it at the address last notified to us in writing by you (if delivered personally);
- b. 48 hours after we have posted it to the above address if that address is in Hong Kong or seven days after posting if that address is outside Hong Kong (if sent by post);
- c. immediately after we have sent it to the fax or email address last notified to us in writing by you (if sent by fax or email); or
- d. immediately after we have made it available through the Internet Banking Services (if made available there).

89. Communications sent by you to us will be deemed to have been received by us on the day of actual receipt.

Partial Invalidity

90. If at any time any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions of these Terms and Conditions shall not be affected.

Waiver

91. Our failure to exercise and our delay in exercising any right, power or remedy in these Terms and Conditions shall not operate as a waiver of that right, power or remedy, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right, power or remedy, or the exercise of any other right, power or remedy. Our rights, powers and remedies provided in these Terms and Conditions are cumulative and not exclusive of any rights, powers or remedies provided by law. Furthermore, no time or indulgence expressly granted by us in respect of any of your obligations under these Terms and Conditions shall in any way affect or prejudice our other rights, powers and remedies thereunder.

Third Party Rights

92. Unless (i) expressly provided to the contrary in these Terms and Conditions or (ii) a right or remedy of a third party already exists or is available other than under the Contracts (Rights of Third Parties) Ordinance ("**3PO**"), a person who is not a party has no right under the 3PO to enforce or to enjoy the benefit of any provision of these Terms and Conditions.

Governing Law and Miscellaneous

93. These Terms and Conditions are governed by the laws of the Hong Kong, and you 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.

94. In the event of any conflict or discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

By signing the application form for the Internet Banking Services, you confirm that you have read, understood & accepted the Terms and Conditions on this form and you have signed the application form in acknowledgment thereof.

興業銀行股份有限公司香港分行企業網上銀行服務條款及細則

(「條款及細則」)

重要提示：在閣下使用興業銀行股份有限公司（于中國註冊成立的股份有限公司），香港分行網上銀行服務之前，敬請細閱本條款及細則並確保閣下明白並接受本條款及細則。藉登記使用網上銀行服務並簽署申請表格，閣下將被視作已接受本條款及細則並將受其約束。

鑑於興業銀行股份有限公司（于中國註冊成立的股份有限公司），香港分行向閣下提供網上銀行服務，閣下同意如下：

定義

95. 在本條款及細則內：

「**賬戶**」指由客戶在本行所持有，與網上銀行服務相聯繫或一併使用的每個及任何銀行賬戶。

「**授權模式列表**」指由獲授權人士以本行不時訂明的該等表格填寫的列表，列明不同交易金額的不同交易類型所需不同組別授權人給予的批核。

「**授權人**」就在第 17 條下所概述的多人操作模式而言，指獲客戶授權的授權用戶，可根據本條款及細則代表客戶透過網上銀行服務按照授權模式列表批核經辦交易的指示。

「**獲授權人士**」指獲客戶正式授權的任何一位人士或多位人士(不論是根據決議案(若客戶是一間公司或一個法團)或以其他方式授權)，可代表客戶申請、修改或終止網上銀行服務，以及完成操作網上銀行服務所須的任何後續行動。

「**授權交易人士**」就在第 17 條下所概述的單人操作模式而言，指獲客戶授權的授權用戶，可根據本條款及細則代表客戶透過網上銀行服務單獨經辦交易，不需另一授權用戶給予批核。

「**授權用戶**」指獲客戶正式授權的任何人士，可根據本條款及細則代表客戶登入及使用網上銀行服務，並包括獲授權使用任何查詢類服務的任何授權用戶、任何授權交易人士、任何經辦人及任何授權人。

「**本行**」指興業銀行股份有限公司的香港分行以及其繼承人和承讓人。

「**本行的網站**」指 <http://www.cibhk.com/>

「**企業網銀號**」具有在第 21 條內給予該詞的涵義。

「**香港**」指中華人民共和國香港特別行政區。

「**網上銀行服務**」指由本行不時向客戶提供(並在第 3 條概述)的企業網上銀行服務，屬本條款及細則的主題事項。

「**經辦人**」就在第 17 條下所概述的多人操作模式而言，指獲客戶授權可根據本條款及細則代表客戶透過網上銀行服務發出交易指示的任何授權用戶。

「**決議案**」若客戶是一間公司或一個法團，指客戶的相關企業決議案，藉以批准(其中包括)客戶申請及使用網上銀行服務，並且授權相關人士代表客戶申請、修改或終止網上銀行服務，以及完成操作網上銀行服務所須的任何後續行動。

「**保安編碼**」指由保安編碼器所產生的一次性編碼，須用以使用及登入與網上銀行服務有關的若干服務或功能。

「**保安編碼器**」指由本行提供予客戶，目的在於產生保安編碼的器具。

「**用戶號**」具有在第 22 條內給予該詞的涵義。

「**用戶檔案**」指編配予某授權用戶的檔案，當中列出與該授權用戶有關的授權範圍及限制。

「**首次個人密碼**」具有在第 22 條內給予該詞的涵義。

「**指示**」指交易指令、批核交易指令，以及要求提供賬戶及交易資料、利率/匯率/費率及其他財務數據。

「**交易**」指在賬戶內所持資金的轉賬，並包括行內轉賬(即在本行所持賬戶之間的轉賬，不論賬戶是否由相同人士持有)、跨行轉賬、海外匯款(即匯至香港境外銀行賬戶的匯款)、開立定期存款及本行可能不時同意透過網上銀行服務執行的任何其他交易。

「**本行**」、「**本行的**」指或關於本行。

「**閣下**」、「**閣下的**」及「**客戶**」指現正申請網上銀行服務，而本行將會向其提供網上銀行服務的公司、法團、社團、協會、會社、合夥經營或獨資經營者，並包括該人士的每位合法繼承人(如適用)。

網上銀行服務

96. 網上銀行服務乃按照本條款及細則(經不時修訂)透過本行的網站提供。

97. 閣下可向本行申請本行可不時透過網上銀行服務提供的多項服務，包括但不限於：

- a. 「**查詢類服務**」，可包括一項或多於一項下列分組查詢類服務：(1) 銀行結單/通知書；(2) 賬戶概覽；及/或 (3) 貸款查詢；及/或
- b. 「**交易類服務**」，可包括一項或多於一項下列分組交易類服務：(1) 行內轉賬；(2) 跨行轉賬；(3) 海外匯款；及/或 (4) 開立定期存款。

提供及使用網上銀行服務

98. 本行可推出、更改、暫停或終止網上銀行服務的任何一個或多個部分。本行亦可更改網上銀行服務的範圍，包括但不限於在將來推出額外服務，以及就可透過網上銀行服務執行的交易設定每日交易限額、單筆最高限額和其他交易限額以及對交易種類的限制。為免產生

疑問，本行向閣下提供的網上銀行服務須受制於本行可不時絕對酌情決定對該等交易施加的任何限制及條件。

99. 本行將酌情決定不時設定本行網上銀行服務或其他特定及相關服務的操作日子、服務時間、每日截止時間及其他時間事宜。本行在適用的每日截止時間之後所收到由閣下使用網上銀行服務所發出的任何指示、索取交易詳情的要求或其他類似要求，將被視作在相關網上銀行服務投入運作的下一天收到處理。
100. 網上銀行服務及閣下使用網上銀行服務均受制於本條款及細則、適用於此等網上銀行服務的本行其他條款及條件，包括本行的個人資料收集聲明及保安建議，以及不時適用於賬戶、交易及服務的本行任何其他文件或條款及條件，包括但不限於賬戶一般條款及客戶總協議。
101. 本條款及細則與網上銀行服務所涵蓋的賬戶、交易及服務的任何其他適用條款及條件如有任何不符之處，應以本條款及細則為準。
102. 本行只在閣下成功完成閣下的網上銀行服務申請後，方會向閣下提供網上銀行服務。本行保留權利拒絕某項申請，並可全權酌情決定，隨時在無須給予通知下，撤銷網上銀行服務(連同其所有相關權利及特權)。
103. 閣下不得使用或准許任何其他人士使用網上銀行服務作任何非法用途或活動，以及如果閣下知悉有任何該等使用情況，閣下必須在合理地切實可行的範圍內盡快通知本行。
104. 在與網上銀行服務相關的情況下所提供的一切軟件、數據、文件及相關資料，包括在閣下使用網上銀行服務期間由閣下所下載的任何資料，均屬且應維持屬本行的財產。
105. 閣下承認，由本行或資料提供者透過網上銀行服務所提供的任何資料或數據，包括一切金融及相關資料，均屬本行或該資料提供者所專有，而任何已提供予閣下的該等資料及數據，僅供閣下本身作參考之用，除在任何適用法律、規則及規例所規定的情況外，閣下不得複製、分發、轉傳、出售或使用任何該等資料及數據作任何其他用途。由本行或資料提供者透過網上銀行服務所提供的任何該等資料或數據可能並不準確、完整或符合現況，以及閣下應在自行承擔風險下使用該等資料或數據或者將該等資料或數據賴以作為依據，對於閣下因收到該等數據或資料而可能採取或可能不採取的任何行動，本行概不負責。閣下只應使用該等數據或資料作在本條款及細則內的用途。閣下將會按照任何適用法律、規則及規例使用該等數據或資料。

與網上銀行服務有關的客戶責任及保安

106. 網上銀行服務只提供予香港的客戶及提供該等網上銀行服務不屬違法或非法的其他司法管轄區。客戶及網上銀行服務的任何其他用戶有責任確保在使用網上銀行服務時，他們並無違反在其所屬的相關司法管轄區內對其適用的任何對該等服務的禁止或限制。
107. 閣下保證，閣下具有全面權力及授權，以接受並履行因閣下申請網上銀行服務及/或本條款及細則而產生的責任，並已採取一切必需的法團或行政行動，以授權接受並履行該等責任，以及接受並履行此等責任不會違反或抵觸閣下的章程性組成文件。
108. 閣下必須遵循本行不時向閣下提供的任何網上保安指引，以及確保閣下安全使用並登入網上銀行服務。

109. 在申請網上銀行服務時，閣下可指定並授權一位或多於一位人士作為授權用戶，以代表閣下登入閣下的網上銀行服務，以及向每位授權用戶編配本行不時所准許的該(等)角色及權限。若閣下擬申請更改該(等)授權用戶或者其角色或權限，閣下必須藉填寫並遞交本行不時所訂明的該等表格及文件，盡速通知本行。在本行獲告知並接納對該(等)授權用戶或者其角色或權限的任何更改前，該等更改將不具效力。
110. 如果閣下向本行申請透過網上銀行服務的查詢類服務，閣下可選定並指明將會向任何授權用戶提供的分組查詢類服務。
111. 如果閣下向本行申請透過網上銀行服務的交易類服務，閣下可選定並指明將會向任何授權用戶提供的分組交易類服務，以及閣下亦必須在交易類服務的兩種授權設定中選定其中一種。兩種授權設定為：
- a. 「**單人操作模式**」，根據此模式，任何授權交易人士可單獨經辦交易，不需另一授權用戶給予批核；及
 - b. 「**多人操作模式**」，根據此模式，每位授權用戶可獲編配經辦人或授權人或兩者的權限，以及經辦交易的每項指示均必須先行按照授權模式列表獲相關組別的授權人批核後，方會由本行處理。
112. 如果閣下選定單人操作模式，閣下可向任何授權用戶編配授權交易人士的權限。
113. 如果閣下選定多人操作模式，閣下可向任何授權用戶編配經辦人或授權人或兩者的權限。
114. 如果閣下選定多人操作模式，閣下必須以本行不時訂明的該等表格填寫授權模式列表，以及本行只在交易指示已按照授權模式列表獲所須授權人批核時，方會處理該項指示，而授權人不可批核由授權人本身所發出的任何交易指示。
115. 本行會將一個獨有企業網上銀行號碼(「**企業網銀號**」)與每位客戶相聯繫，以及將一個用戶檔案與每位授權用戶相聯繫。某授權用戶的用戶檔案就使用網上銀行服務所獲授權的授權範圍及限制均可由客戶在申請網上銀行服務時釐定。
116. 保安編碼器、獨有用戶號碼(「**用戶號**」)及首次個人識辨號碼(「**首次個人密碼**」)將由本行預先分配予每位相關授權用戶，以及本行會將該等保安編碼器、用戶號及首次個人密碼提供予閣下或閣下的獲授權人士，以便分發予相關授權用戶。閣下或閣下的獲授權人士應藉向本行交回本行不時訂明的該等表格，確認收到保安編碼器及首次個人密碼。閣下及閣下的獲授權人士有責任確保在某特定授權用戶首次登入網上銀行服務前，把由本行分配予該特定授權用戶的正確的首次個人密碼及保安編碼器分發予該特定授權用戶，對於因未能把正確的首次個人密碼及保安編碼器分發予該特定授權用戶所直接或間接造成的任何未經授權使用網上銀行服務而引致或產生的任何損失或法律責任，閣下同意對本行作出彌償。每位授權用戶不應具有多於一個用戶名稱(如有)、用戶號、密碼及保安編碼器，而該用戶名稱(如有)、用戶號、密碼及保安編碼器將會與該授權用戶相聯繫。
117. 每位授權用戶必須使用首次個人密碼及保安編碼器，藉以首次登入網上銀行服務。在作出此首次登錄後，授權用戶將被要求提供新密碼及(如授權用戶有選定用戶名稱的話)用戶名稱，以便其登入及使用網上銀行服務。其後，當授權用戶試行登入網上銀行服務時，

會有提示要求其輸入客戶的企業網銀號、其用戶名稱(如有)、其用戶號以及其密碼，藉以使用及登入網上銀行服務。亦會有提示要求授權用戶輸入由其保安編碼器所產生的一次性密碼。

118. 閣下指示並授權本行接受引述有效的用戶名稱(如有)、用戶號、密碼、企業網銀號及(如被使用時)保安編碼，並且符合在與相關授權用戶相聯繫的用戶檔案中所設定的授權範圍及限制的任何指示。雖然本行將會核實用戶名稱(如有)、用戶號、密碼、企業網銀號及保安編碼(如被使用)均屬有效力及作用，但本行並無責任核實使用用戶名稱(如有)、用戶號、密碼、企業網銀號及/或保安編碼器人士的身份或授權，以及本行並無責任核實閣下是否已將該用戶名稱(如有)、用戶號、密碼、企業網銀號及/或保安編碼器分配予相關授權用戶(或相關授權用戶是否已選定前述各項)。
119. 如果本行全權酌情認為某項交易指示涉及不尋常風險或高風險，閣下同意，本行可在處理該指示前可要求閣下的授權用戶採取本行可能不時訂明的進一步保安核實步驟(包括但不限於實行任何雙重認證機制，而此機制或須使用由保安編碼器所產生的保安編碼)。
120. 閣下及/或相關授權用戶(視屬何情況而定)將會以本行不時訂明的方式，就每個用戶檔案，以及對用戶檔案、用戶名稱(如有)及/或密碼的任何更改盡速通知本行。用戶檔案及對用戶檔案、用戶名稱(如有)及/或密碼的任何更改，應只在獲本行接納後方成為有效。
121. 任何授權用戶的用戶名稱(如有)、用戶號及密碼(包括但不限於首次個人密碼)均不應披露予任何人士，但該授權用戶則除外。客戶的企業網銀號不應披露予任何人士，但客戶的獲授權人士及授權用戶則除外。
122. 若在與某授權用戶相聯繫的用戶檔案內所列出的授權範圍及限制與閣下另行編配的任何授權及限制之間存在任何差異，就有關使用網上銀行服務的指示及交易而言，應以用戶檔案為準。閣下指示並授權本行接受按照本條款及細則向本行發出的任何指示，而無須理會當時就相關賬戶所設有的任何聯名簽署安排。
123. 每個保安編碼器屬於並應時刻維持屬於本行的財產，以及應由本行酌情決定發出、更新、更換或取消。在本行提出要求下，閣下及/或相關授權用戶應立即將該保安編碼器交還本行。每個保安編碼器應在相關授權用戶(或閣下)親自控制下安全穩妥地保管，且不得准許其他人士使用該保安編碼器。
124. 保安編碼器如被遺失或被竊，閣下及/或相關授權用戶應在合理地切實可行的範圍內盡快以本行不時指明的方式通知本行。如沒有就上述被遺失或被竊的情況作出報告，即表示閣下及/或相關授權用戶可能須就因涉及使用被遺失或被竊的保安編碼器進行的任何未經授權交易而產生或引致的一切直接損失承擔責任。閣下或閣下的獲授權人士可以本行不時指明的方式申請新保安編碼器或更換保安編碼器，以及閣下有責任確保取得任何適當的授權，例如：來自相關授權用戶的授權(如有需要)。本行可就新保安編碼器或更換保安編碼器收取費用。
125. 某授權用戶的用戶名稱可由該授權用戶隨時更改，而閣下應確保每位授權用戶將會定期更改其密碼以確保登入網上銀行服務的安全性。上述更改必須以本行不時指明的方式進行。閣下亦應確保授權用戶明白並同意，對其用戶名稱及/或密碼所作的任何更改，應只在本行已收到、處理並接受該等更改後方具效力。閣下或閣下的獲授權人士可代表任何授權用戶申請新密碼，以及閣下及閣下的獲授權人士有責任確保取得任何適當的授權，例如：來自相關授權用戶的授權(如有需要)。

126. 用戶名稱(如有)、用戶號及密碼以及任何其他保安編碼或措施應時刻由每位授權用戶安全穩妥地保存。閣下及該(等)授權用戶均不得向任何其他人士披露任何相關用戶名稱(如有)、用戶號及密碼以及任何其他保安編碼或措施，或者准許任何其他人士使用其用戶名稱(如有)、用戶號及密碼或任何其他保安編碼或措施登入網上銀行服務。
127. 對於由閣下或閣下的授權用戶在任何意外或未經授權的情況下向任何其他人士披露任何授權用戶的用戶名稱(如有)、用戶號及/或密碼以及任何其他保安編碼或措施，閣下應全面負上責任。閣下須承擔任何未經授權使用任何授權用戶的用戶名稱(如有)、用戶號及/或密碼以及任何其他保安編碼或措施的風險，包括由授權用戶或任何其他未獲授權人士在未經授權下使用前述各項的任何風險。
128. 閣下必須在知悉或懷疑有下列情況(或當中任何情況)後盡快通知本行：
- 授權用戶的用戶名稱(如有)、用戶號及/或密碼以及任何其他保安編碼或措施的任何被遺失、被竊、披露或未經授權使用；及
 - 授權用戶或任何其他人士在未經授權下使用網上銀行服務。

閣下可以本行不時指明的方式通知本行，包括但不限於親臨本行辦事處或致電通知本行。本行可要求閣下以書面形式確認任何上述通知。閣下明白並同意，對於在本行實際接獲閣下的通知以及本行有合理機會就該等通知採取行動之前出現的由授權用戶、任何未獲授權人士或為任何未經授權目的而使用網上銀行服務的情況，閣下仍須負上責任。

129. 本行可為向閣下提供網上銀行服務之目的而不時要求閣下提供資料。藉申請使用網上銀行服務，閣下確認，閣下在任何相關時間向本行提供的一切資料均屬真實、完整及符合現況。閣下必須確保不時向本行所提供的一切資料均持續屬真實、完整及符合現況，以及該等資料如有任何更改，閣下必須在合理地切實可行情況下盡快(以本行不時指明的方式，包括但不限於致電任何指定電話號碼、網上銀行服務或親身)通知本行。在申請網上銀行服務時，閣下授權本行按照本條款及細則完成啟動程序並設定網上銀行服務，以及閣下承認，如果本行按照本條款及細則，以及在任何申請表格、補充申請表格及本行不時收到的該等與網上銀行服務有關的其他表格內由閣下所提供的資料及指示行事，本行應無須負上任何責任。
130. 閣下應並應促致每位授權用戶應簽立本行可能就使用網上銀行服務而合理地要求的表格及/或文件，以及執行本行可能就使用網上銀行服務而合理地要求的行動。
131. 閣下及每位授權用戶授權本行按照由任何政府或監管機構所施加的任何適用法律或任何規則、規例、指引、通函、行為守則或其他規定(不論是否具法律效力)，向任何人士披露及/或轉移有關客戶、任何授權用戶、任何賬戶，及/或透過網上銀行服務提供的任何指示，及/或透過網上銀行服務完成的任何交易的任何資料。
132. 閣下或閣下的授權用戶不得作出或試圖作出一般地干擾或干預網上銀行服務的任何事情。閣下不會且閣下將確保閣下的授權用戶不會干預、修改或以其他方式改動或未經授權登入網上銀行系統或本行的網站或包含於當中的任何軟件之任何部分。閣下或閣下的授權用戶不得以本行指明方式以外的其他方式登入網上銀行服務。如有任何違反本條的情況，本行有權終止閣下及閣下的授權用戶使用網上銀行服務而無須給予通知，以及針對閣下或相關授權用戶採取進一步法律行動。

133. 如果閣下或閣下的授權用戶在登入或使用網上銀行服務時遇有任何不正常情況或困難，閣下應在合理地切實可行情況下盡快通知本行。
134. 閣下須就每位授權用戶的一切作為及一切不作為負責，以及閣下應確保每位授權用戶應遵循本條款及細則以及任何其他相關文件，包括但不限於保安建議(如適用的話)。
135. 在閣下已以本行不時訂明的方式向本行發出終止或暫停由所有或任何授權用戶使用網上銀行服務的通知後，以及在本行有合理機會就該通知採取行動後，閣下可作出上述終止或暫停使用。

透過網上銀行服務的指示

136. 指示只可以由本行不時在本條款及細則下或另行指明的方式，透過本行的網站及/或登入網上銀行服務向本行發出。除非來自閣下的任何指示是以由本行不時在本條款及細則下或另行指明的方式發出，以及除非本行已實際收到全部指示，否則本行不會將該指示視作已被本行接獲。
137. 閣下的交易指示一經發出即對閣下具有約束力並且不能予以撤銷、取消或更改，除非及直至閣下或閣下的獲授權人士已填寫並遞交本行不時訂明的該等表格及文件，以及本行已全權酌情決定接納該項撤銷、取消或更改要求，但預約交易(在第 44 條內界定)指示則可在第 44 條內所規定的有限情況下在網上透過網上銀行服務予以取消。
138. 在受第 43 條規限下，預定於某個未來日期執行的交易(「預約交易」)指示可按照本行不時在其網站上訂明的該等程序及規定，由發出或批核該指示的相關授權用戶於預約交易的預定執行日期之前在網上透過網上銀行服務予以取消。在本行已全權酌情決定接納該項撤銷、取消及更改要求前，該項要求將不具效力。
139. 閣下承認並同意，本行應有權在一段合理期間內處理任何撤銷、取消或更改指示的要求，以及本行並不保證，由閣下不論是依據第 43 條或第 44 條或其他規定所提出的任何撤銷、取消或更改指示的要求均可成功地獲執行，即使本行已接獲由本行不時訂明的上述表格、文件及/或網上指示。上述要求是否可獲執行可能視乎於第三方而定，若上述要求遭拒絕受理、延誤或不成功，本行無須負責任或法律責任，以及本行應無責任就此給予任何理由。閣下承諾支付並授權本行從閣下的賬戶中扣除撤銷、取消或更改任何指示的任何相關銀行收費(本行可不時訂明)。
140. 如果本行合理地相信指示是由授權用戶發給本行或在獲授權下發給本行，則本行可按照該等指示行事，而無須在任何情況下負上法律責任。由本行本着真誠所執行的任何指示將對閣下具約束力，即使該等指示是不清晰、不正確、虛假的，或因其他原因而並非由閣下或閣下的授權用戶發出或者並未獲閣下或閣下的授權用戶授權。除核實用以登入網上銀行服務的保安措施(例如：用戶名稱(如有)、用戶號、密碼及企業網銀號)外，本行並無責任核實發出指示的授權用戶之身份。
141. 本行只在切實可行及合理的情況下方會接受閣下的指示。在接受閣下不時發出的任何指示時，本行有權按照本行的正常業務慣例及程序行事。
142. 本行不需按本行認為不切實可行或不合理的任何指示(全部或部分)行事。本行可拒絕按閣下的指示行事，而不須給予任何理由及不須負上任何法律責任。本行可不按閣下的指示行事的情況包括但不限於下列各項：-

- a. 閣下的賬戶並無足夠資金完成交易；
 - b. 閣下的賬戶並無足夠資金支付閣下應支付予本行的任何費用、收費、開支或其他款項；
 - c. 完成交易將會導致閣下的賬戶超過本行對閣下或閣下的賬戶所設定的任何限額，包括但不限於信用限額、交易限額以及對交易宗數的限額；
 - d. 閣下的賬戶因任何理由已被結束、凍結或以其他方式成為不能使用；
 - e. 交易對手方因任何理由無法接受交易；或
 - f. 按在適用於此等網上銀行服務的本行其他條款及條件，以及不時適用於賬戶、交易及服務的本行任何其他文件或條款及條件，包括但不限於賬戶一般條款及客戶總協議內所規定，本行無須按閣下的指示行事的任何情況。
143. 若本行知悉或懷疑出現與閣下的賬戶或使用網上銀行服務有關的違反保安規定事故或任何其他不正常情況，本行有權延遲或拒絕按照閣下可能發送給本行的任何指示行事。本行應無須為在此等情況下延遲或拒絕行事負上法律責任。如在合理地切實可行的情況下，本行將會就任何延遲或拒絕按指示行事通知閣下。
144. 閣下明白，透過互聯網傳輸指示或其他通訊及資料可能存在非本行所能控制的時間滯後。
145. 在交易或指示已透過網上銀行服務進行後，本行將會以本行不時所指明的方式發送確認書予閣下。閣下必須核對閣下可能收到來自本行的任何確認書，而閣下將被視作在本行發送確認書後立即收到該確認書。如果閣下在 (i) 閣下預期收到該確認書的慣常時間或 (ii) 閣下的指示發送後 48 小時之內(以較短期間為準)，閣下並未收到來自本行的任何確認書，閣下必須核對相關指示的狀況，以及閣下必須就相關指示的狀況向本行作出查詢。
146. 閣下給予本行的指示將保存在本行的記錄內，並將在本行認為所需的期間內予以保存。

使用網上銀行服務

147. 本行向閣下及閣下的授權用戶授予(在本條款及細則的年期內)依據本條款及細則使用網上銀行服務的個人、有限、非專用、可撤銷、不可轉讓及不可轉授的特許。網上銀行服務的若干部分可能根據來自其他第三方的特許而提供 – 閣下將會遵守不時通知閣下由該第三方所設定的任何限制或限額。
148. 網上銀行服務旨在供閣下作內部使用，並須受本條款及細則的規限。閣下未獲本行准許，不得代表第三方使用網上銀行服務。閣下亦不得(直接或間接)出售、租賃或提供(部份或全部)網上銀行服務予任何第三方，但如屬根據本條款及細則所准許的情況則除外。
149. 本行可不時提供連結到第三方網站，或者由第三方服務提供者所提供的內容、產品及服務。由於本行可能並未審核此等第三方網站或材料，本行連結到此等網站或材料，不應被理解作或被視為本行認可或核准此等網站或材料。閣下明白，閣下登入或使用此等第三方網站或使用第三方服務完全是在閣下自行承擔風險下進行，以及一切進一步查詢或索取進一步資料的要求應在登入或使用第三方網站之前發送予此等第三方。
150. 當閣下登入或使用第三方網站或者與第三方服務提供者進行交易時，本行可能需要轉移若干個人資料予此等第三方。閣下同意須受該第三方的任何條款和條件及私隱政策所規

限，以及閣下有責任確保閣下及閣下的任何授權用戶明白該等條款和條件及私隱政策以及由該第三方所提供的任何服務或產品的合適性，而如閣下有任何疑問，應向該第三方作出查詢。

151. 本行可不時提供通訊方法及功能，藉以提升閣下與本行進行通訊的能力。若本行提供該等通訊方法，閣下同意按照適用法律、規則及規例使用該等通訊方式，以及閣下同意不會使用該等通訊方式傳送任何不恰當的資料(包括可能被視作淫褻、誹謗性、騷擾性、欺詐性或誣蔑性的任何資料)。
152. 閣下須就因閣下用以登入網上銀行服務的軟件或設備有任何錯誤或故障而引致閣下可能招致的任何損失、損害或費用負上責任。
153. 本行不就涉及使用本行可能不時提供予閣下使用的任何第三方電子服務及/或設施而蒙受的任何損失承擔法律責任，以及不就涉及該等第三方電子服務及/或設施作出任何陳述或保證。

費用

154. 本行有權就使用或終止網上銀行服務收取或更改費用。本行將會就新收費或收費的任何更改給予閣下 30 天事先通知，除非此舉並不可行。如果本行並未收到閣下所發出，自新收費或經修訂收費生效日期之前生效的終止網上銀行服務通知，閣下須支付該等收費。有關收費應按本行可能不時通知閣下的時間及方式支付。

本行的決定

155. 本行就在本條款及細則項下的利率/匯率/費率、金額或其他事宜作出的任何證明或決定，在沒有明顯錯誤下，應是與之相關事宜的確實證據。
156. 本行就使用網上銀行服務所處理的任何交易作出的任何記錄應屬該交易的確證，且就任何目的而言應對閣下具約束力。
157. 如果任何匯率、利率和其他費率及資料是不時透過網上銀行服務向閣下或應閣下的要求而提供，該等資料僅提供予閣下作參考之用，除非相關匯率/利率/費率或資料獲本行確認或就某宗交易被另行採納。經上述確認或採納後，相關匯率/利率/費率或資料將對閣下具約束力，即使有任何先前已提供但未經確認/已採納的參考匯率/利率/費率或資料。
158. 就任何可能由本行提供的匯率/利率/費率而言，閣下承認並同意如下：
 - a. 使用任何相關匯率/利率/費率計算的任何資產或事項的市價必須由閣下獨立決定；
 - b. 在閣下依據由本行不時透過網上銀行服務提供的任何資料行事之前，閣下必須核實並確認該等資料；
 - c. 閣下必須按照閣下本身的判斷作出任何投資決定，而無須本行給予意見或指引；及
 - d. 閣下就法律、稅務或其他事宜取得的任何獨立專業意見亦可能影響閣下使用網上銀行服務、由閣下所進行的任何交易或買賣，或本條款及細則的適用範圍。

本行的法律責任

159. 本行並無向閣下作出任何涉及網上銀行服務的保證(明示或隱含)。閣下明確承認並同意，本行並未就網上銀行服務或任何交易作出任何建議，以及本行(或任何第三方服務提供者)

是以「現況」形式提供網上銀行服務，所涉風險由閣下自行承擔。本行明確表示就任何適銷性或適合作某特定用途的隱含保證作出免責聲明。

160. 本行將會採用合理及切實可行的措施，確保設有足夠保安系統，以廣泛地保障網上銀行服務及本行相關網絡系統的安全性。
161. 本行不能保證本行提供的網上銀行服務不存在可能對閣下本身的流動電話、硬件、軟件、系統或設備造成不利影響的電腦病毒或其他破壞性或干擾性功能。對於因非本行所能控制的任何情況(包括但不限於法律的任何施行)而導致本行在提供任何網上銀行服務、透過網上銀行服務傳送指示或資料、將閣下聯接到網上銀行服務方面有任何干擾、中斷、延誤或其他故障，本行均無須負上法律責任。
162. 透過本行的網站所提供的網上銀行服務，其設計旨在透過設有可能不時在本行的網站上指明的兼容互聯網瀏覽器的電腦裝置登入，在透過其他流動裝置(例如流動電話)登入本行的網站時，網上銀行服務的某些安排或功能可能無法提供，對於上述在並非透過設有兼容互聯網瀏覽器的電腦裝置登入本行的網站時無法提供安排或功能的情況，本行無須負上法律責任。
163. 本行已經並將繼續致力避免網上銀行服務出現中斷。然而，網上銀行服務可能仍會出現故障、延誤、暫停期間或其他失靈。在該等情況下，閣下應並應確保授權用戶應使用本行不時所列明的其他方式(包括但不限於致電電話熱線、親臨指定分行等)設定或發出閣下的指示或查詢。
164. 若網上銀行服務存在系統故障，本行可能需要取消閣下透過閣下使用或閣下的授權用戶使用網上銀行服務向本行發出的指示或待辦指示。本行可能以本行認為適當的任何方式(包括但不限於電郵、流動電話短訊等)就上述取消閣下的指示與閣下或閣下的授權用戶聯絡，但本行並無責任向閣下發送該等通知。對於上述取消閣下的指示，或對於閣下沒有收到該等取消通知，或(在沒有發出任何通知的情況下)對於本行不發出有關該項取消的通知，本行將不會負上任何法律責任或責任。閣下將會並確保閣下的授權用戶將會核對賬戶狀況並核對閣下的指示是否已獲處理。
165. 對於閣下因使用網上銀行服務或在與網上銀行服務相關的情況下，而可能招致或蒙受的任何種類的損失、損害或開支，本行無須負上法律責任，除非閣下所蒙受或招致的該等損失、損害或開支，經證實為因本行或其代理人及僱員的欺詐行為、嚴重疏忽或故意失責導致。在任何情況下，本行、其代理人或其僱員無須因本行提供的網上銀行服務或者在提供網上銀行服務的任何故障或延誤而引致或與此相關的任何利潤或權益損失、間接或相應而生的損失，而向閣下或任何其他人士負上責任。
166. 對於因在違反或在其他方面抵觸本條款及細則下使用網上銀行服務，或閣下或任何授權用戶本身沒有履行閣下在本條款及細則下的責任而引致或產生的由閣下或任何授權用戶所蒙受的任何損失或損害，本行均無須負上法律責任。
167. 對於因本行在接受來自閣下或授權用戶的任何指示時本着真誠行事，或者對任何指示的錯誤理解或錯誤詮釋而引致或產生的由閣下或任何授權用戶所蒙受的任何損失或損害，本行無須負上法律責任。

168. 本行在任何情況下均無須就任何附帶的、間接的、特殊的、相應而生的或懲罰性的損害(包括任何使用、收益、利潤或儲蓄的損失)而對閣下、任何授權用戶及任何其他人士負上法律責任。
169. 本行將會採取並繼續採取合理地切實可行的措施，以確保就網上銀行服務所使用的系統是在設有足夠保安系統下使用，以及設有足夠措施，以控制及管理該等系統的運作風險。本行將會考慮到可能不時適用於本行的任何適用法律、規則、規例、指引、通函、行為守則及通行的市場慣例。

抵銷及留置權

170. 本行可隨時在無須事先通知閣下的情況下，將在閣下的任何賬戶內以任何貨幣為單位的任何貸項結餘用以或用作清償閣下欠下本行的任何債項，不論是以任何身份欠下的，不論屬實際或是或有債項，以及不論是由閣下單獨欠下的或由閣下與任何其他人士共同欠下的。
171. 本行應有權對本行取得管有權或控制權的閣下一切財產(不論是基於託管或任何其他理由，以及不論是否在正常銀行業務過程中取得)行使留置權，且本行有權出售該財產以清償閣下欠下本行的任何債項。

客戶的法律責任

172. 對於因閣下或閣下的授權用戶使用網上銀行服務，而引起的或與此相關的一切後果，閣下須負上全部法律責任及責任。然而，對於透過網上銀行服務在閣下的賬戶上進行的任何未經授權交易所引致閣下蒙受的任何直接損失，閣下將無須負責，除非就該未經授權交易而言，閣下或閣下的授權用戶在行事上有欺詐成分或嚴重疏忽則除外。
173. 在行事上有「嚴重疏忽」包括沒有安全保管閣下的用戶名稱及密碼及沒有妥善維持其他保安措施，沒有遵從本行不時發出的保安措施和建議，或沒有向本行報告賬戶曾受到影響。
174. 閣下必須查看閣下所收到由本行就網上銀行服務及閣下使用網上銀行服務而發出的任何通知書或結單。除在本條款及細則內另有明文規定外，閣下可在 90 天內就閣下查看任何通知書或結單時發現的任何透過網上銀行服務進行的未經授權交易作出報告。除非閣下通知本行有任何未經授權交易，否則該通知書或結單應被視作對已透過閣下使用網上銀行服務有效進行的交易之最終記錄。這並不適用於因本行的欺詐行為、嚴重疏忽或故意失責而引致的，或者因本行的僱員、代理人或員工的任何欺詐行為或偽冒行為而引致的未經授權交易。
175. 對於因閣下使用網上銀行服務，或者因本行保留或強制執行本行根據本條款及細則的權利及行使本行根據本條款及細則的權力所引致或與此相關的，而可能由本行、其代理人及其僱員提出的或針對本行、其代理人及其僱員提出的一切行動、法律程序及申索，或者可能招致或蒙受的一切損失、損害及合理費用和開支，閣下將會對本行、其代理人及其僱員作出彌償。然而，若該等行動、法律程序、損失、損害或費用及開支是由本行、其代理人及/或其僱員的欺詐行為、嚴重疏忽或故意失責而導致，則閣下將無須根據本條負上法律責任，但只限於該等行動、法律程序、損失、損害或費用及開支為直接及可合理預見是直接及完全因該等欺詐行為、嚴重疏忽或故意失責而引致者。

176. 閣下向本行陳述並保證，閣下將會在遵循一切適用法律、規則和規例以及本行適用於網上銀行服務的任何指引、政策及保安聲明以及程序下使用網上銀行服務。閣下進一步陳述並保證，閣下及閣下的授權用戶將會遵循本條款及細則，以及閣下與本行之間訂立的任何其他協議，以及可能經不時修訂的前述各項。

終止

177. 閣下可以本行不時訂明的該等表格隨時向本行發出事先書面通知終止閣下使用網上銀行服務，但該項終止在獲本行接納前應不具效力。

178. 根據本條款及細則所設定閣下對本行所負有的責任及法律責任將在暫停或終止網上銀行服務後仍然有效，並將在上述暫停或終止後繼續適用。

修改

179. 本行有權不時修改本條款及細則。閣下將在該等修改生效之前獲給予合理通知。若對本條款及細則作出的任何修改會影響閣下的收費或閣下的責任及法律責任，則在可行情況下，本行將會給予閣下 30 天通知。

180. 如果閣下不接受任何修改，閣下可在有關修改擬定生效日之前或本行指明的其他時限內，以本行不時訂明的該等表格書面通知終止閣下在本行設有的網上銀行服務。除非閣下已指明終止的生效日期(及在該項終止獲本行接納的前提下)，網上銀行服務將被視作已在有關修改擬定生效的日期之前被終止。

通知及通訊

181. 本行有權就根據本條款及細則將會發出的每種通知設定通知的形式及通訊方法。

182. 除非本行另行指明，否則閣下將會在下列時間視為已收到由本行發出的任何通知：

- a. 於專人交付通知之時或將通知留置在閣下最後以書面通知本行的地址之時(如由專人交付)；
- b. 如上述地址在香港，則於本行已投寄通知之後的 48 小時；如上述地址在香港境外，則於投寄之後七天(如以郵寄方式發出)；
- c. 在緊接本行將通知發送至閣下最後以書面通知本行的傳真號碼或電郵地址之後(如以傳真或電郵發出)；或
- d. 在緊接本行透過網上銀行服務提供通知之後(如透過網上銀行服務提供)。

183. 閣下發送給本行的通訊將於本行實際收到之日視為已被本行收到。

部分無效

184. 如果在任何時間，本條款及細則的任何條文在任何方面屬於或成為不合法、無效或不可強制執行，本條款及細則剩餘條文的合法性、有效性或可強制執行性應不受影響。

放棄權利

185. 本行沒有行使及本行延遲行使在本條款及細則內的任何權利、權力或補救不應被視為放棄該權利、權力或補救，而任何單次或部分行使任何權利、權力或補救不應妨礙另行或進一步行使該權利、權力或補救，或者行使任何其他權利、權力或補救。在本條款及細則內所規定之本行的權利、權力及補救是累積的，且並不排除法律上所規定的任何權利、權力或補救。此外，本行就閣下在本條款及細則下的任何責任所明文授予的時間或寬免不應在任何方面影響或損害本行在本條款及細則下的其他權利、權力及補救。

第三方權利

186. 除 (i) 本條款及細則有明文的相反規定或 (ii) 並非根據《合約(第三者權利)條例》(「《第三者條例》」)而已存在的第三者權利或第三者並非根據《第三者條例》而可獲的補救外，並非一方的人士沒有權利根據《第三者條例》強制執行本條款及細則的任何條文或享有本條款及細則的任何條文下的利益。

管轄法律及雜項

187. 本條款及細則受香港法律管轄，以及閣下同意就因本條款及細則所引致或與本條款及細則相關的任何訴訟、行動或法律程序接受香港法院的非專屬司法管轄權管轄。

188. 本條款及細則的英文版本與中文版本之間如有任何抵觸或差異，應以英文版本為準。

藉簽署網上銀行服務申請表格，閣下確認，閣下已閱讀、明白並接受在本表格上的條款及細則，以及閣下已簽署申請表格以確認接受條款及細則。