

(个人独立户口及聯名户口适用)

注意：在适用时，户口持有人可指多數。

下列个人银行客户一般章程及条款（下称「章程及条款」）适用于滙業银行股份有限公司（下称「本行」）所有户口。此外，本行亦有适用于特定类型户口的特定条款，其副本可向本行任何分行索阅。

1. 一般条款

1.1 本行与户口持有人基本上为债务人与债权人的关系，但会因应本行所提供的服务类别而产生不同的关系，例如在提供保管服务上，本行与客户的关系为托管人与委托人。

1.2 如户口持有人属数人，则：

- a. 如户口持有人中任何一人或多于一人要求提供有关户口的资料，或本行随时及不时全权酌情决定，本行均获授权可以不同形式及方式及至不同程度上向该等户口持有人提供此等资料；
- b. 每名户口持有人均受本章程及条款或其他规管户口的章程及条款所约束。即使(i)任何其他人士或任何其他拟受此等章程及条款约束但并未受约束的人士或(ii)由于欺诈、伪造或其他原因（无论本行是否得悉有关不足）令此等章程及条款可能无效或无法对任何一名或多名户口持有人执行；
- c. 本行有权与户口持有人中任何一人分别处理任何事宜，包括(i)在任何程度上变更或解除任何责任或(ii)给予时间或其他方面的通融或与户口持有人中任何一人另作安排而不损害或影响本行对其他人士的权利、权力及补偿；
- d. 若户口持有人中的任何一人均获授权单独运作户口，本行获授权履行任何一名此等户口持有人发出与户口有关的指示，包括但不限于结束户口的指示，除非本行另行议定或规定。如户口持有人中任何一人接纳任何规限本行就户口所提供的任何服务的章程及条款，则视每名及全部户口持有人已适当地接纳该等章程及条款，并因而受该等章程及条款所约束；及
- e. 就远期日交易而言，本行将把在正常营运过程中执行指示之前最后收到的指示视为就此从户口持有人收到的最后指示。

1.3 户口持有人同意，本行对其所负债务将不超过经扣除由本行持控的任何结欠或提拨所有户口持有人对本行所负各种形式债务的总额后，本行仍欠户口持有人的净金额，无论该等债务为实有、现有、将有、递延、或有、基本性、担保性、个别性、联同性或其他（合称「户口持有人的总负债」）。在不损害以上条文的总括性前提下，并除去本行对任何户口所可能拥有的一般性留置权、抵销权或其他因持有抵押而产生的权利之外，户口持有人同意，如户口持有人于相关时间的总负债相等或超过本行当时对其所负的债务，本行有绝对全权并毋须给予户口持有人通知，于本行对户口持有人的任何负债到期付还或其要求偿还时予以拒绝。如本行就对户口持有人的任何负债行使此项权利，有关债务将大体按照本行行使此项权利前生效的章程及条款或依本行视当时情况而认为适当的其他条款而列为未付账项，惟本行可随时毋须给予户口持有人预先通知而将其任何或全部结存或其在任何全部户口的结存与户口持有人总负债的任何部分或全部合并。如属个人户口持有人，则本行在本章程及条款下的权利不会因户口持有人的死亡或法律上无行为能力而受影响。

本行保留权利雇用收数代理机构及第三方代收户口持有人的任何欠款或逾期未付的款项。户口持有人须承担本行因催缴、追收、提出控诉或追讨该等欠款或逾期未付的款项而支付的任何合理费用及开支（包括但不限于律师费、雇用收数代理机构（及该等其他第三方）代收而需支付的收账费或其他开支）。

1.4 户口持有人应以本行不时规定或接纳的方式，包括但不限于用书面、传真、电话、或透过自动柜员机，或其他电子方式或媒介及/或其他方式或媒介发出指示、指令或通讯。

1.5 在提供银行服务的过程中，本行（或其代理人）可能需要（但无义务）以录音记存户口持有人的口头指示或户口持有人与本行（或其代理人）在该服务过程中的任何对话。本行保留在其认为适宜的一段时间之后将该等记录销毁的权利。

1.6 本行保留将已有缩微摄影/扫描的任何有关的户口文件销毁的权利，以及在其认为适宜的一段时间之后将已有缩微摄影/扫描件销毁的权利。

1.7 如户口持有人已设立户口的直接付款授权，而连续30个月内未有根据该授权而作出过账的纪录，本行保留取消该直接付款安排的权利而毋须另行预先通知有关户口持有人，即使该等授权并未到期或未有注明授权到期日。

1.8 户口持有人应确保透过使用本行提供或接纳的任何方式或渠道存入本行的所有支票及其他货币工具（统称「票据」）在存入本行之前依次列于票面上，包括但不限于票据应填妥日期及签署，大写金额与数字金额须相符。若户口持有人按要求需在将票据存入本行之时告知、填写或输入票据的各项详情，户口持有人同意全权负责确保其告知、填写或输入的该等详情准确完整，且本行有权在开具收据时倚赖该等详情。所开具的收据就所有目的而言须经本行随后在其正常营运过程中核实后方可发出。若收据与本行的核实结果不符，本行的核实结果为最终决定，并对户口持有人具约束力，且本行有权透过借记或贷记项目（视情况而定）相应调整户口。凡已入账的所有汇入汇款、支票及货币工具，均须待本行收妥款项后方能作实。若未完成结算程序，本行有权不提供所得收益。如任何支票及货币工具随后退回未收妥或仅部分被收妥，或汇款金额最终未收到，则无论其原因为何，本行保留在有关户口内照数扣取适当款项的权利。

1.9 作为任何常行指示受益人的户口持有人同意，根据常行指示的任何入账，须视乎转让人的最后付款，并同意若因转让人的户口情况（例如，转让人的户口资金不足），该常行指示后来遭退回，则本行保留权利且户口持有人授权本行从受益人户口内照数扣除该入账。

1.10 除非另行要求，否则本行于每月提供户口结单。若户口在有关期限内全无进支记录，户口结单将不予提供。

户口持有人同意审核本行所提供的每份户口结单，检查是否出现因任何原因（包括但不限于伪造、冒签、诈骗、未经授权交易或户口持有人或任何其他人士的

疏忽)而引致的任何错误、偏差、未经授权扣款或其他交易或入账(统称「过失」)。

户口持有人须于下列任一结单送达事实发生后 90 日内,以书面方式向银行申报结单内的错误、数额差异、未经授权扣款或其他异常事务历史记录(统称「过失」);若逾期未提出书面异议,该户口结单记录即具终局约束力,户口持有人将被视为自愿放弃就该结单向银行提出异议或追讨任何补偿的一切权利:

- a. 银行专人向户口持有人交付结单;或
- b. 银行以邮寄方式寄出结单;或
- c. 银行以电子邮件发送结单;或
- d. 银行将结单上载至户口持有人个人网上理财专区。

- 1.11** 户口持有人保证提供予本行的所有资料(不论在户口开户书中或以其他方式提供)就其所知均属正确,并确认本行可使用任何本行记录中的该等数据(包括但不限于地址、电话号码、电邮地址及传真号码)(统称「联络数据」),作为与户口持有人通讯之用(不论是透过书信、电话、SMS短讯、传真、电子邮件或其他方式)。户口持有人承诺就该等数据的任何更改(以本行不时指定或接纳的方式)通知本行。凡按照户口持有人最后于本行登记的任何一项或多项联络数据向户口持有人发送的所有通讯,均被视为已正式送达至户口持有人。如本行认为按照户口持有人最后于本行登记的一项或多项联络数据向户口持有人发送的通讯未能送达户口持有人,本行可全权酌情决定停止向有关联络资料或向户口持有人继续发送更多通讯(包括但不限于户口结单、出入账通知书及其他通讯)。户口持有人可书面要求本行编制提供户口结单及/或户口交易证明文件的副本,而本行可就这项服务收取手续费。
- 1.12** 如本行未能在本行不时订定的截数时间前收到存入户口的汇入汇款(无论是澳门元、港币或其他货币)的付款通知书,则该笔汇款或许不能即日存入有关户口。该笔汇款未确实存入有关户口前,将不获计算利息。
- 1.13** 如联名户口持有人或获授权签署人之间出现任何争议,本行有权将所持有的任何授权书视为暂停生效。此外,若本行认为有或有理由怀疑有以下情况,本行保留暂停执行户口持有人的所有或任何户口直至本行认为适当的时间之权利:
- a. 本行并无持有有效的户口授权书;或
 - b. 户口持有人(以受托人身份行事者除外)并非货方结存或户口中所持其他资产的真正拥有人。
- 1.14** 本行可不时全权酌情修订本文条款及本行所提供的任何服务的有关条款。有关修订将在本行各分行以张贴告示或本行决定的其他方式预先三十(30)日前通知户口持有人。如户口持有人并未于该段通知期届满前结束其户口或取消服务,户口持有人将被视为同意该等修订。
- 1.15** 存款利息:银行将按协议利率或其不时厘定之其他利率支付存款账户利息。如因有权管辖银行的政府或监管机构采取行动,以致银行持管的任何货币结余应计负利率或类似费用,银行可从有关账户扣支此等利息或费用。除银行另以书面同意外,所有债务均需计收费用或利息,收费率或利率则按银行认为恰当来计算。此等利息在银行要求付款或取得有利裁判之前及之后同样应缴。户口持有人同意对账户内未经约定的透支实时清偿。此项透支将按照银行随时决定的其他利率,自透支日至偿还日止之实际天数计算利息(法院裁决前后亦同)。应缴未付利息亦将按同样利率计息,银行可将此项利息自有关账户内支付或按月复利计息。
- 1.16** 外币:银行可根据本条款把任何于户口持有人账户的款项转入任何户口持有人与银行维持之账户,以支付任何投资或结算户口持有人之债务。若有关之账户是使用另外一种货币为单位,银行可按适用的兑换率把有关数额兑换成相应的货币。如户口持有人要求以任何货币转账,而当时户口持有人之有关货币账户结存不足付款,银行可将转账交易转至户口持有人当时指定而结存充裕的其他账户,并以账户的单位货币或当中一种单位货币(由银行绝对酌情选择)转账。银行可将任何非澳门元外币账户的结余存于该种外币乃法定货币的国家之银行或金融机构,而银行不用对上述银行或金融机构的选择或此等银行或金融机构的行为或遗漏行为负责。任何存于此等银行或金融机构的款项,一律需遵从有管辖此等款项(不论通适性或对指定款项而言)的政府、管理机构或其他权力机关所制订、实施或执行的任何性质法律、裁决、税项、征税、税费、收费、征费、预扣税及扣税规定,而若任何该等款项鉴于上述法律而不可提用,银行无需对户口持有人负责。银行可按其现货外汇汇率将任何款项从一种货币折算为另一种货币,以便利用第一种货币在银行选择的外汇市场购买第二种货币,而折算两种货币或汇率波动所招致的任何风险或损失,一律由户口持有人承担。
- 接受外币支票作为交易的付款或结账方式可能涉及风险。一些国家/地区设有处理有关结算或托收的支票之法例,即使已经结算并已支付给收款人亦有权将支票退回。例如,于美国银行开立的支票,支付的银行如在随后的六年内发现该支票为以欺诈手段签发、背书或篡改,将有权要求收款人退还款项。如为美国国库支票,可能不设退款期限。本行有权要求存款户口持有人退还任何被退回或需退款支票的款项。不论该支票是托收票或是由本行购买,此追索权在上述退款期限内均为有效。本行在接受存入任何外币支票时须受以下章程及条款的规限:
- a. 在承兑于海外银行开立的支票时,本行保留决定购买及托收其中任何支票的权利。如本行购买支票,本行会(使用本行的现行买入价)承兑,立即将款项存入存款户口并寄发通知书给存款户口持有人;如被退票,本行会向存款户口持有人追回有关款项。此外,本行于购买支票时,会考虑海外银行结算有关支票所需的时间,并视乎情况而规定客户必须在支票存入其户口后的一段时间,才可提取有关款项。为确认此项交易,本行会在寄给存款户口持有人的存款通知书中说明该段指定时间。
 - b. 如本行托收支票,本行会根据国际商会刊物第522号所载的规则办理,待海外银行支付支票款项后,才会将有关款项存入存款户口。
 - c. 如所购买的支票被退回或所托收的支票随后根据适用的法律及规例需要退还或退款,则本行会由存款户口支取有关款项,金额将按本行现行的卖出价或原本的买入价(以较高者为准)计算,另加任何收费。
 - d. 如海外银行征收任何费用(如有),本行会由存款户口支取有关款项,并寄发通知书给存款户口持有人。
 - e. 凡于本行不时订定的截数时间后收到的支票,将于下一个营业日处理。「营业日」指本行于澳门开放营业的日子(星期六、星期日或公众假期除外)。
- 1.17** 除非另行指明,否则下列条款适用于户口持有人向本行发出的电汇(「TT」)或跨行转账(「RTGS」)的申请,不论是透过本行的分行、电话理财服务、本行的网上理财服务或者本行于任何时间及不时提供的其他渠道或方式作出:
- a. 本行保留根据其发送安排办理电汇或跨行转账指示的权利;
 - b. 本行可自由使用文字或密码发送电汇/跨行转账,如在传输讯息时发生任何遗失、延误、错误、遗漏或损坏、或于接获时有所误解,本行毋须就此承担任何责任;
 - c. 除非另有相反指示,否则电汇/跨行转账将以作出付款所在国家/地区的货币执行;

- d. 虽然本行将竭尽所能就电汇 / 跨行转账的有关收费执行户口持有人的申请，但户口持有人应了解本行仅就其自己的收费拥有酌情决定权。如户口持有人请求支付海外或其他银行的收费，本行将传达该请求，但受益人能否收到电汇 / 跨行转账的全数付款将取决于有关代理银行及 / 或收款银行采用的付款惯例，非本行所能控制。本行毋须就此负责或承担法律责任；
- e. 如因操作情况所需，本行保留于户口持有人指定地点以外的其他地点支付电汇 / 跨行转账的权利；
- f. 如本行未能提供一个确定的汇率报价，则本行会根据临时汇率办理电汇 / 跨行转账，并在确定实际汇率时作出调整。任何临时汇率与实际汇率之间的差额，须在户口持有人的户口中扣除 / 归还（视情况而定）；
- g. 本行汇款部于本行不时订定的截数时间之后收到的申请不可于同日处理。此外，本行只会在能够提供有关服务的情形下方能处理有关申请，包括（但不限于）货币结算系统以及代理商行及 / 或目的地银行所在国家 / 地区的可供使用情况；
- h. 如电汇 / 跨行转账将于特定日期办理，户口持有人应在向本行提交的电汇 / 跨行转账申请书时明确指明此办理日期，除非本行另行指明；
- i. 即日收款的电汇 / 跨行转账申请，须受目的地所在地区的截数时间及 / 或结算银行的资金安排要求之规限。如因该等规限而引致户口持有人的户口于收款日之前被扣除付款金额，本行毋须就该等限制引致的任何利息开支或损失承担责任；
- j. 本行不负责告知户口持有人以下方面：
- 办理付款所在国家 / 地区的当地法律或规例订明的任何外汇管制或类似限制，亦毋须就因付款受该管制及限制规限而引致的任何损失或延误承担责任。强烈建议户口持有人自行查询有关规定；
 - 海外银行或其他银行可能订明的任何收费，亦毋须就不能提供该数据而承担责任；
- k. 如受益人并无在本行的海外集团办公室或其代理银行开户，本行或其代理银行保留根据作出付款所在国家 / 地区的常规或认可的银行惯例，透过除电汇 / 跨行转账以外的方式作出付款的权利。本行概不负责向户口持有人告知使用其他方式，如因采用该方式而引致延迟支付付款且该延误并非本行或其代理银行所能控制，则本行及其代理银行毋须就此承担责任；
- l. 本行保留不处理或另行拒绝有关电汇 / 跨行转账申请的权利，而不需给予任何理由；
- m. 如本行已办理电汇 / 跨行转账申请，而本行认为出现以下情况，则本行保留给予或毋须给予通知而不处理电汇 / 跨行转账的权利：
- 无充足可用资金；或
 - 所提供的数据不正确、不完整或不清晰；或
 - 该申请处理违反任何适用法律或规例；或
 - 户口持有人已列明本行并未提供的或另行接纳的额外电汇 / 跨行转账指示。
- 如因上述一个或多个理由导致电汇 / 跨行转账延误、拒收及 / 或退回，或者因本行延误处理电汇 / 跨行转账申请，或者本行决定不处理电汇 / 跨行转账申请而使任何人士蒙受任何损失或损害，本行毋须就此承担责任。本行保留从支付款项或户口持有人的任何户口扣减收款行订明的任何收费之权利；
- n. 为遵守有关打击洗钱和恐怖分子筹资活动的规定及 / 或国际指引，本行在进行电汇 / 跨行转账交易时，有可能需要透露有关户口持有人的个人或其他客户资料，包括但不限于扣款户口号码（如适用）和户口持有人的姓名、地址及其他独有的数据（如出生日期或个人身份证明文件）。户口持有人在此授权本行[和任何相关代理银行]向本行（或如适用，任何相关代理银行）认为有需要的任何相关代理银行、收款人或其他适当权力机关作出此等披露，及
- o. 本行会尽可能在合理的商业情况下处理已收到的任何止付指示，但本行不能保证有关止付指示可成功执行。由于执行止付指示需时，所以在户口持有人要求止付时（无论有关款项是否已从户口持有人的户口中扣除），止付指示的结果均不能实时确定。本行会在收到止付指示后的 24 小时内，尽力在合理的商业情况下通知户口持有人止付指示的结果。即使本行收到止付指示，本行并不会就未能阻止电汇 / 跨行转账汇出而导致户口持有人或任何其他人士的任何损失或损害负任何责任。
- 1.18** 若任何户口在本行决定的一段时间内全无进支记录（请联络本行查询不同户口类别的无进支记录时间），本行可限制户口的使用或修改使用户口的条件。若在本行不时决定的期间内户口结余为零，本行可自行酌情决定关闭该户口。
- 未经授权透支**
- 如阁下向本行发出指示从阁下的户口进行付款或提款(i)而阁下的户口中并无足够资金及(ii)如本行执行该指示，会导致阁下的户口透支或超过现有透支限额，本行将视此为阁下就未经授权透支服务的要求，而本行可：
- a. 拒绝阁下的要求；或
 - b. 同意阁下的要求并向阁下提供透支服务或增加阁下的现有透支限额。透支金额或现有透支限额增加的利息按本行当时的利率每日累算。本行可就透支服务或增加限额征收手续费。
- 1.19** 银行可按其官方收费表（可于各分行或透过网址 <https://www.delta-asia.com.mo> 查阅）收取服务费。银行在从任何户口扣取该等费用前，须向户口持有人发出至少三十（30）天的事先书面通知（透过挂号邮件、电子邮件或分行张贴方式），并清晰列明收费详情及生效日期。上述的收费不时适用于所有户口。有关收费细则可向本行各分行索取。本行保留权利随时毋须给予户口持有人通知而从户口持有人于本行的任何一个或多个户口扣账以结清有关服务费用、贷款费用及 / 或其他费用，而毋须理会上述户口是否有足够可用资金、透支或信贷融资，而由此而引起的任何透支或信贷额将按当时适用的利率计息及收费。
- 1.20** 户口持有人同意，本行可利用汇业集团旗下一家或多家成员公司或其他第三方协助本行向户口持有人提供服务或履行户口持有人的要求。该等公司可就提供予本行的服务收取任何性质的报酬（无论是收费、佣金、回扣或其他付款）。若户口持有人经汇业集团成员或其他第三方介绍予本行，本行亦可向彼等支付报酬。任何该等付款均不会影响户口持有人因于本行持有户口或获得本行提供服务而应缴的费用及收费金额。
- 1.21** 户口持有人需遵守本章则及条款内不时生效的一切有关户口活动或交易的法律和规则。户口持有人需赔偿本行由于以下原因而引致的所有责任、损失、成本费、支出及收费（无论是由各种税项所引致的收费或其他）：
- a. 为户口持有人保存户口；
 - b. 对户口持有人提供服务或进行交易；及 / 或
 - c. 户口持有人违反任何章则及条款或任何可适用的法律和规则。
- 1.22** 如仅由于本行合理控制范围以外的因素，包括任何机件故障或失灵，而导致本行延迟或无法向户口持有人提供任何银行机件，或其他设施或服务，本行概不负责。无论在任何情况下，户口持有人或任何第三者因此而引起或与此相关的任何间接或最终损失，本行亦概不负责。

- 1.23** 户口持有人特此同意及授权本行随时将其在本章程及条款下的权利及义务全部或部分转让或转移给任何人士。除非经本行事先书面同意，否则户口持有人不得将其任何权利或义务转让或转移给任何人士。
- 1.24** 如户口持有人未能结清本行征收的任何费用及收费，则本行保留权利暂停其户口。本行亦可在事先发出通知后终止任何户口（在特殊情况下，本行或会自行终止客户的户口而毋须事先发出通知），无论是否给出任何理由。
- 1.25** 户口持有人接受本行处理涉及货币兑换的付款申请 / 交易请求需时，及本行会以处理付款申请 / 交易请求时的汇率（可能会与提交时的汇率有所差异）处理该申请 / 请求。本行于户口持有人提交付款申请 / 交易请求时所提供的任何汇率仅供参考，实际适用的汇率以处理该申请 / 请求时的汇率为准。
- 1.26** 就跨境交易（「相关交易」）中进行的人民币兑换而言，除非本行收到令本行满意的文件证明（包括第三方的文件），显示根据所有适用的法律、规例或由澳门金融管理局不时发出而本行作为在澳门提供人民币服务的认可机构必须遵从的指引，该交易属跨境商品贸易，否则本行将不会认可相关交易为跨境商品贸易。
- 1.27** 基于保安理由，本行保留权利随时延迟或拒绝处理并非由户口持有人亲自提交的任何银行指示，而毋须事先发出通知。
- 1.28** 私人盖章：户口持有人若使用盖章以作为户口持有人签署之印鉴，并授权银行于户口持有人任何账户内扣除凡盖有户口持有人有关印鉴或与该印鉴极为相似之印鉴的支票、汇票、欠单或支付凭证。任何文件盖有此印鉴当作为有效及作为户口持有人代表之正式签署，银行无须查究该印鉴是否循正式手续及有充分权力盖于文件上，即使该印鉴未经户口持有人授权或超越权力范围或属欺诈或所盖印鉴属伪造，户口持有人仍向银行承担绝对支付此等文件之全责。户口持有人同意凡盖有户口持有人有关印鉴或与该印鉴极为相似之印鉴之支票、汇票、欠单或支付凭证，并已由银行支付购入或承兑者，其内容之真实性及正确性即属确定不移和业经授权的。户口持有人不得否认此等真实性及正确性，户口持有人现向银行保证绝对承担支付购入或承兑此等之文件全责。若账户多于一人，户口持有人同意单独及联合负担银行因上述请求及授权而产生之任何责任。如遗失有关盖章，户口持有人应立即以书面通知银行，列明遗失之时间、地点及有关情况。在未收到该通知之前，银行毋须对已支付之款项及/或支票负责。
- 1.29** 本章程及条款受澳门特别行政区法律所管辖，并按其诠释。
- 1.30 收集及披露户口持有人资料**

a. 服务定义

出现于本第1.30条的词语有下列涵义。

「**户口持有人资料**」指所有或任何有关户口持有人或关连人士的下列各项（如适用）：(i)个人资料，(ii)关于户口持有人、户口持有人的户口、交易、使用本行产品及服务，及户口持有人与汇业集团关系的资料，及(iii)税务资料。

「**权力机关**」包括对汇业集团任何部分具有司法权限的任何本地或外地司法、行政、公营或监管机构、任何政府、任何税务机关、证券或期货交易所、法院、中央银行或执法机关，或金融服务供应商的自律监管或行业组织或协会，或彼等的任何代理。

「**合规责任**」指汇业集团要遵守下列各项的责任：(i)任何法律或国际指引及内部政策或程序，(ii)权力机关的任何要求或法律下申报、披露或其他责任，及(iii)要求汇业集团核实其客户身份的法律。

「**关连人士**」指户口持有人以外的人士或实体，而其数据（包括个人资料或税务数据）由户口持有人（或户口持有人代表）向任何汇业集团成员提供或任何汇业集团成员因其他与提供服务有关的原因获得。**关连人士**可包括任何保证人、公司董事或职员、合伙商的合伙人或合伙成员，任何「主要拥有人」、「控制人」、信托的实益拥有人、受托人、财产授予人或保障人、指定户口持有人、指定收款人、户口持有人的代表、代理或代名人，或与户口持有人建立了关系的任何其他人士或实体，而该关系关乎户口持有人与汇业集团的关系。

「**控制人**」指控制实体的个人。就信托而言，指财产授予人、受托人、保障人、受益人或各类受益人，及就信托行使最终实际控制权的任何其他人士。就信托以外之其他实体而言，指处于相等或类似控制位置的人士。

「**金融罪行**」指清洗黑钱、恐怖分子融资、贿赂、贪污、逃税、欺诈、逃避经济或贸易制裁，或规避或违反有关此等事宜的任何法律的任何行为或意图。

「**金融罪行风险管理活动**」指本行或汇业集团成员为符合就或有关侦测、调查及防止金融罪行的合规责任而可能作出的任何行动。

「**汇业集团**」一并及分别地指本行或本行的任何控股公司、子公司、关联公司和/或它们的任何分行、办事处或单位（不论是否位于澳门）。「**汇业集团成员**」亦具有相同涵义。

「**法律**」包括任何本地或外地法律、法规、判决或法院命令、自愿守则、制裁制度、任何汇业集团成员与权力机关的协议，或权力机关之间适用于本行或汇业集团成员的协议或条约。

「**个人资料**」指任何与一名个人有关的数据而从该等数据可确定该名个人的身份。

「**服务**」包括(i)开立、维持及结束户口持有人的户口，(ii)提供信贷融资及其他银行产品及服务、处理申请、信贷及资格评估，及(iii)维持本行与户口持有人的整体关系，包括向户口持有人促销服务或产品，倘若包含在户口开户书申请或任何其他嗣后文件内时，亦包括市场调查、保险、审计及行政用途。

「主要拥有人」指有权直接或间接地从一个实体享有多于 10% 利润或权益的任何个人。

「税务机关」指澳门或外地税务、纳税或金融机关。

「税务证明表格」指税务机关或本行为确认户口持有人或关连人士的税务状况而不时发出或要求提供的任何表格或其他文件。

「税务资料」指关于户口持有人或关连人士的税务状况的文件或资料。凡提及单数则包括复数，反之亦然。

b. 收集、使用及分享户口持有人数据

本第1.30(b)条解释本行如何使用关于户口持有人及关连人士的数据。适用于户口持有人及其他个人的关于《个人资料（私隐）条例》的通知（前称关于《个人资料（私隐）条例》的客户通知）（简称「个人资料通知」）亦包含有关本行及汇业集团如何使用该等数据的重要讯息。户口持有人应一并阅读本条款及个人资料通知。本行及汇业集团成员可按本第 1.30 条及个人资料通知使用户口持有人数据。

户口持有人数据不会披露予任何人士（包括其他汇业集团成员），除非：

- 本行因应法律要求作出披露；
- 本行有公众责任作出披露；
- 本行因正当的商业用途需要披露；
- 获资料当事人同意作出披露；
- 按本第1.30 条或个人资料通知所载作出披露。

收集

- (i) 本行及其他汇业集团成员可收集、使用及分享户口持有人数据。本行或本行代表或汇业集团代表可要求提供户口持有人数据。户口持有人数据可直接从户口持有人、或从代表户口持有人的人士或其他来源（包括公开资料）收集，亦可与本行或汇业集团任何成员可获取的其他数据产生或组合。

使用

- (ii) 本行及汇业集团成员可为下列用途使用、转移及披露户口持有人数据：(1)按本第1.30条或附录1（适用于户口持有人资料中的非个人资料）所载的用途，(2)按个人资料通知（适用于个人资料）所载，及(3)为任何用途（不论是否有意对户口持有人采取不利行动）而把户口持有人资料与本行或汇业集团持有的任何数据进行核对（(1)至(3)统称「有关用途」）。

分享

- (iii) 本行可因应需要及适当的用途向个人资料通知及附录1（适用于户口持有人数据中的非个人资料）所载的接收者转移及披露任何户口持有人数据，而该等接收者亦可为用途而使用、转移及披露该等数据。

户口持有人的责任

- (iv) 若提供予本行或汇业集团成员的户口持有人数据不时有任何变更，户口持有人表明同意从速（在任何情况下于 30 天内）以书面通知本行。户口持有人亦同意从速回复本行或汇业集团成员就提供户口持有人数据的任何要求。
- (v) 户口持有人确认每名关连人士已获通知及同意（或在有关时候会获通知及同意）其已被或会被提供予本行或汇业集团成员的数据（包括个人资料或税务资料）按本行不时修改或补充的本第1.30条、附录1及个人资料通知所载处理、披露及转移。户口持有人须知会该等关连人士他们有权索取及改正其个人资料。
- (vi) 户口持有人同意本行按本章则及条款所述方式使用、储存、披露、处理及转移所有户口持有人数据，并会作出任何适用数据保护法律或保密法律不时要求的行动，以容许本行如上述行事。如户口持有人未能或未有在任何方面遵守(v)及(vi)列出的责任，户口持有人同意从速以书面通知本行。

(vii) 如：

- 户口持有人或任何关连人士未有按本行合理的要求从速提供户口持有人数据，或
- 户口持有人或任何关连人士拒绝给予或撤回任何本行可为用途（不包括向户口持有人促销或推广产品及服务有关的用途）而处理、转移或披露户口持有人数据所需的任何同意，或
- 本行或汇业集团成员就金融罪行或相关风险产生怀疑，本行可能：

- (1) 未能向户口持有人提供新服务或继续提供全部或部分服务，并保留终止本行与户口持有人关系的权利；
- (2) 作出所需行动让本行或汇业集团成员符合合规责任；及
- (3) 若本地法律许可，封锁、转移或结束户口持有人的户口。

另外，如户口持有人未有按要求从速提供户口持有人或关连人士的税务数据及随附陈述书、豁免书及同意书，本行可自行判断有关户口持有人或该关连人士的状况，包括户口持有人或关连人士需否向税务机关申报。本行或其他人士可能被要求扣起任何税务机关根据法律要求的金额，并支付有关金额予适当的税务机关。

c. 金融罪行风险管理活动

- (i) 金融罪行风险管理活动包括：(1)审查、拦截及调查任何指示、通讯、提取要求、服务申请，或任何户口持有人或替户口持有人收取或支付的款项；(2)调查款项的来源或预定收款人；(3)结合户口持有人数据和汇业集团持有的其他相关数据；及(4)对个人或实体的状况作进一步查询（不论其是否受制裁制度约束），或确认户口持有人或关连人士的身份及状况。
- (ii) 本行及汇业集团的金融罪行风险管理活动可导致延迟、阻截或拒绝支付或清算任何付款、处理户口持有人的指示或服务申请，或提供全部或部分服务。在法律许可的情况下，对户口持有人或任何第三方就不论任何方式产生而蒙受或招致的，不论完全或部分与进行金融罪行风险管理活动相关的任何损失，本行及任何汇业集团成员均无需向户口持有人或任何第三方负责。

d. 税务合规

户口持有人承诺自行负责了解及遵守户口持有人在所有司法管辖区有关及因开立及使用户口或由本行或汇业集团成员提供的服务引起的税务责任（包括缴税，或提交报税表或其他有关缴交所有相关税项的所需文件）。各关连人士亦以其关连人士身份为自身作出相同承诺。某些国家/地区的税务法例具跨领域效用，不论户口持有人或关连人士的所在地、住处、公民身份或成立地方。本行及任何汇业集团成员均不提供税务意见。本行建议户口持有人寻求独立法律及税务意见。户口持有人在任何司法管辖区可能引起的税务责任，包括任何特别有关开立及使用户口及由本行或汇业集团成员提供的服务的税务责任，本行及任何汇业集团成员均无需负责。

e. 杂项

- (i) 本第1.30条的条文与规管任何其他服务、产品、业务关系或户口的条文或户口持有人与本行之间的协议之间如有任何冲突或不一致，概以本第1.30条为准。
- (ii) 本第1.30条中的全部或任何条文在任何司法管辖区的法律下在任何方面如变成非法、无效或不可强制执行，该条文在任何其他司法管辖区或本第1.30条的其余部分在该司法管辖区的合法性、有效性或可强制执行性均不受影响或损害。

f. 终止后继续有效

即使户口持有人、或本行或汇业集团成员终止对户口持有人提供任何服务或户口持有人的任何户口结束，本第1.30条继续有效。

2. 澳门币及港币往来户口

2.1 支票簿

支票簿必须时刻妥为保存，如有需要，应予锁藏，以免被人非法盗用。

2.2 支票

在开设仅以澳门币及/或港币为币种的户口时，户口持有人将获发一本支票簿。

支票应以仅以澳门币及/或港币为币种的户口所属的货币，亦即澳门币或港币签发（视情况而定）。

如已签署的支票或支票簿遗失或被窃，户口持有人应立即以书面通知本行。如以邮寄或其他方式送发支票，请删去「或持票人」等字样，支票亦应加上划线。户口持有人可透过本行自动柜员机、网上理财服务或电话理财服务（如下文所述）或以本行接纳的任何其他方式申领新支票簿，惟本行亦可视乎情况而拒发支票簿。

本行在收到领取支票簿的申请后，将按本行纪录上所示地址以邮寄方式将所需的支票簿送交户口持有人。如因任何递送方式而引致任何延误或遗失，本行毋须负责。

户口持有人在收到新支票簿后，应在签发前核对支票上印示的序列号码、户口编号及户口持有人姓名，并核对支票数目。如有不合规格情况，应立即通知本行。

户口持有人在签发支票时应小心谨慎，以确保其准确性，并同意不使其签发的支票有机会被人涂改或作出诈骗或伪造行为。户口持有人在签发支票时，须将金额大写及数字在票面适当位置清楚填写，并应尽量紧贴左方位置，使难以加插文字或数字。在大写之后应加「正」字结尾，数字只能用阿拉伯数字填写。

所有支票必须以不能擦掉的墨水或原子笔以中文或英文填写，支票的签名式样必须与本行纪录内的签名式样相同。

支票如有涂改，必须由发票人全签证实。户口持有人明白如支票上有不易察觉的涂改而引致任何损失，本行毋须对此负责。户口持有人同意：

- 由户口持有人签发的已支付支票可于以有关机构确定的电子或其他形式录入后，由代收银行或澳门票据交易所（「澳门票据交易所」）于相关货币在票据交易所运营方面的规则所述期间保留，其后，可由代收银行或澳门票据交易所（视情况而定）销毁；
- 有关机构获授权根据(a)段条款与（其中包括）代收银行及澳门票据交易所取得联络；及
- 其将受印于支票簿封面内页的条件及其他现行条件约束。

2.3 退票

本行保留权利拒付因户口存款不足、有技术性错误或任何其他问题的支票，并收取有关退票而衍生的服务费。

2.4 止付指示

户口持有人可在支票兑付前随时透过向银行提供可核实的指示（例如：与签署样本相符的书面通知或亲身验证），并清晰注明支票号码，以取消（止付）该支票。银行保留核实指示真实性的权利，但不得对有效请求的处理施加等候期。有关的阐释如下：

- 如户口持有人能提供有关支票的号码及其他资料，本行不负责确保该等其他资料与凭号码辨认的有关支票的资料相符；
- 如户口持有人只能提供有关支票的其他资料而非有关支票的号码，本行并无责任采取任何行动。惟本行可酌情执行该指示，而毋须就此承担责任；
- 如本行无法鉴定户口持有人取消（止付）支票指示的真伪（不限于电话或传真指示），本行并无需要（责任）采取任何行动。惟本行可酌情执行该指示，而毋须就此承担责任。

如本行无法鉴定户口持有人给予本行取消（止付）支票指示的真伪，无论本行有否执行该指示，户口持有人应立即以书面或以本行能鉴定该指示真伪的方式向本行确认该指示。本行只须执行经验证的指示。如该指示为不正确（错误）、虚假（伪造）、不清楚（模棱两可）者，即使本行已执行该未经验证的指示，亦毋须承担任何责任。

2.5 存入票据及入账的汇款

- 户口持有人可经由任何本行不时接受的方式存入户口所属的货币的支票或现金（以下统称「票据」）。户口持有人在存入票据前，须确保所报称的数据正确无误，包括已在票据填写妥日期及签署、金额的大写与数字须相符。
- 当户口持有人存入票据时，本行有权利要求户口持有人提供票据的详细数据。户口持有人须提供准确及完整的数据。本行有权根据户口持有人提供的该等资料发出收据及完成过户程序。在发出票据之收据后，本行亦有权核实由户口持有人所提供之任何数据。若收据与本行的核实结果不符，本行的核实结果为最终决定，并对户口持有人具约束力。本行有权因此调整有关户口。
- 票据及入账的汇款可以澳门币、港币或任何其他货币，以及可包括支付第三方的常行指示。凡已入账的汇款或票据，仍须待本行收妥款项后方能作实。本行有权在收妥款项后才完成过户程序。倘入账的汇款或票据的款项基于任何原因（包括余额不足予发放款项）没有被本行收妥任何支票及货币工具其后退回或只有部分被收妥或其金额最终无法收到，无论任何原因，本行保留在有关户口内扣取适当款项并加上任何费用的权利。

3. 儲蓄賬戶

- 3.1** 儲蓄賬戶包括港元、澳門元、人民幣、外币及貴金屬儲蓄賬戶，戶口持有人同意遵守印制在儲蓄存摺上的儲蓄存款章程，並將存摺妥善保存。
- 3.2** 就外币儲蓄存款賬戶、貴金屬賬戶而言，戶口持有人同意銀行可按照以下條款，隨時依照戶口持有人之指示操作賬戶：
- 戶口持有人授權銀行全權處理戶口持有人之全部賬戶包括但不限於往來存款、儲蓄存款、通知及定期存款等賬戶。銀行于接到戶口持有人指示后，可用銀行所訂定之兌換價調撥戶口持有人任何賬戶之款項，該等款項并无限額，尽管此舉可能引致戶口持有人賬戶出現透支或增加透支。如戶口持有人賬戶并无足够存款，銀行有权不予处理。
 - 戶口持有人茲证实銀行无义务及責任查詢有关上述賬戶之支付目的。
 - 戶口持有人茲证实及同意委托銀行，根据戶口持有人电话指示，代戶口持有人賬戶买卖任何货币、外币远期合约及貴金屬等，一切風險 / 后果由戶口持有人承担。戶口持有人同意：銀行接納上述請求后，如因执行此种电话指示而发生任何爭論，戶口持有人自願放弃抗辯之權利。戶口持有人并同意无条件以銀行买卖记录上所列者为凭证。
 - 戶口持有人证实及同意若上述交易及指示属于欺詐或冒充，銀行毋須負任何責任。
 - 戶口持有人外币 / 貴金屬存款賬戶之收支及賬戶結存，均以銀行本身賬目及记录作准（明显错误者除外），戶口持有人愿接受该记录为銀行對戶口持有人賬戶結存及收支之记录，无论该等收支或結存曾否记录于存摺、月結单或任何其他文件內。
 - 戶口持有人同意，仅当賬戶持有人于提交購買指示時已明确选择接受部分执行，方可进行部分購買。如已作出该选择，而銀行依据本人的購買指示从本人賬戶扣取的款項，不足以支付所要求数量的貴金屬或外币時，銀行有权按照本人賬戶內可动用已清算余额購買较少数量的貴金屬或外币，并向賬戶持有人发出实时交易确认通知。如未有该项明确选择，銀行可全数拒绝该项指示，且不得部分执行有关購買。本條款并不排除适用法律规定不得豁免的責任。
- 倘日后因处理戶口持有人上述要求而发生糾葛，致令銀行遭受任何損失，戶口持有人同意共同及单独承担因上列各項委托及授權而引起之任何責任。戶口持有人承認外币存款/貴金屬開戶協議之內容已以戶口持有人明白之語言詳細解釋予戶口持有人，并得到戶口持有人完全同意。
- 3.3** 就万事通賬戶而言，賬戶只可选用港元为指定货币。万事通賬戶为月結单往來賬戶可为有息或无息。存戶每年須維持等于或多于港元貳百万元的总资产（资产包括于本行持有之存款、基金及証券等投資产品）。若每日結余維持在指定金額以上則可获派利息，利息每日計算，每月存入客戶之賬戶內。本行將透過万事通賬戶內之可用余额計算利息（而賬戶內尚未收妥之票據結算金額將不納入計算範圍）。

4. 定期存款

- 4.1** 定期存款的規條包括利率、存款期限、货币类别应在其设立之前由双方同意，并由銀行按本协议发出的通知書或确认書加以证明。通知存款之利率可在没有事先通知戶口持有人下由銀行不时更改。
- 4.2** 本存款单在期满后，存戶应凭有效之身份证明文件及与開戶時留存印鑑式样相符的簽名向開戶之分行兌現。
- 4.3** 存款到期若存款人不能親到銀行而委托他人代領存款時，則应以正式函件授權銀行將存款交給來人，以昭慎重。
- 4.4** 存款单上数据是供客戶參考之用，客戶之結余金額及有关数据仍以銀行之纪录為準。
- 4.5** 凡存入之支票須收妥后方能作實。
- 4.6** 若銀行未收到戶口持有人續延或提取定期存款的指示，不續存之定期存款的利息只計至到期日，逾期之利息另按每天銀行訂立之浮動利率計算。
- 4.7** 定期存款在到期前不能提取或終止。任何于到期前提取或終止要求須由銀行批准，銀行有权对未到期提取之定期存款收回已給之利息及收取适度數額的手續費，并可能从本金中扣除。

5. 持卡操作賬戶

- 5.1** 戶口持有人毋須对由下列原因引起的未經允許的交易負責：(a)銀行保安系統未能防止的計算機罪案；(b)由于銀行之人為或系統失誤所引致之不恰當交易而导致資金損失或錯放；或(c)由銀行引致的遺漏支付或錯誤支付。戶口持有人有权要銀行補還因上述(a)、(b)或(c)点原因引致遺漏支付而引起需由戶口持有人承擔的利息或罰款。
- 5.2** 戶口持有人同意提款之權利受澳門、作出提款要求之所在國家及（若是通過終端機提款）擁有終端機之機構所在國家之法律、規條及條例所管轄。
- 5.3** 对于任何透過終端機進行之交易，客戶可選擇实时打印通知書，銀行將不会另行編印及發出通知書或确认書（除非任何法例或監管規定另有規定），但該交易將會被记录在月結单中。銀行所记录之交易詳情及賬戶結余將被視為決定性的。
- 5.4** 銀行可不时訂立或更改每日之交易截止時間，而無須通知戶口持有人或向戶口持有人負責。在該截止時間后通過自助銀行服務（ATM服務）所進行之任何交易將被視為于按下一營業日價值所進行之交易。
- 5.5** 該卡如有遺失或被盜，持卡人必須立即以書面或其他獲銀行接受之方式通知銀行。唯銀行在接獲正式書面通知之前，持卡人仍須對該卡使用之后果完全負責。持卡人并同意銀行對補發新卡收取費用。

6. 投資服務

6.1 定义

在本第6條中，除非文義另有所指，否則：

本第6條中的「投資服務」指投資产品有关之服務。

本第6條中的「投資产品」指任何(i)外汇（包括現貨、期權、掉期、遠期和无本金交割遠期、与货币鏈接之结构性产品及与双货币鏈接之投資）；(ii)貨物产品（包括与貨物鏈接之结构性产品）；(iii)股權产品（包括股份、普通股、債權證、貸款股、交易所買賣基金/票據、優先股、无紙化証券及与股票鏈接之结构性产品）；(iv)固定收益产品（包括債券、票據、債權證、存款憑證、國庫券、債務憑證及结构性票據）；(v)信用或利率連接之结构性产品；(vi)投資基金（包括

私募股权基金、避险基金、共同基金、单位信托及基金中之基金)；(vii)一种或多种上述任何产品或符合证券、结构性存款或结构性产品定义之产品相结合；或(viii)本行不时确定为「投资产品」之任何其他产品。

本第6条中的「产品合约」指投资产品有关之合约。

本第6条中的「服务」指由本行向户口持有人提供或拟提供之任何及所有银行服务、贷款、投资服务、保管服务及任何及所有其他服务。

- 6.2 户口持有人同意本行在代其购入或出售任何投资产品时，可以接受任何有关的经纪、包销商或基金公司给予的回佣或回扣。
- 6.3 户口持有人同意本行可酌情决定由本行或其代理人持有户口持有人户口的投资产品。
- 6.4 除非本行另行明确同意，否则本行是在非全权的基础上提供投资服务，本行不会代表户口持有人作出任何投资决定：
- a. 本行为户口持有人进行之每项交易均会按照户口持有人之明确指示进行；
 - b. 户口持有人将对投资、持有或处置投资产品方面作出之所有决定负责；
 - c. 在订立任何交易之前，户口持有人应考虑投资目标、财政状况、投资经验和其他相关情况的同时充分了解和评估交易及投资产品之性质、特色和风险，并应在户口持有人认为适当时寻求独立专业意见；及
 - d. 本行没有义务持续不断地监控投资产品之绩效表现。
- 6.5 未考虑户口持有人的个人情况而提供的任何一般性投资产品相关的营销或推广材料，祇作参考用途，这一行为本身不构成本行向户口持有人提供任何个人投资建议或建议。
- 6.6 本行可以作为委托人或代理人与户口持有人或者为户口持有人进行交易。除非另在产品合约中载明、或经本行同意或者另行通知户口持有人，本行在交易中作为户口持有人之代理人行事。
- 6.7 户口持有人在采用本行提供之投资服务时，需签订产品合约。若本章则及条款与产品合约有任何冲突或不一致之处，且产品合约适用于具体之相关账户或服务，则在该等冲突或不一致范围内，应以产品合约为准。

7. 汇业银行股份有限公司电子银行服务条款

汇业银行股份有限公司(以下简称“银行”)致力将电子科技与银行业务相结合，为客户提供安全、便捷、高效的银行服务。汇业银行股份有限公司电子银行服务条款(下称“本条款”)适用于银行向客户提供的电子银行服务，客户使用或试图使用电子银行服务，即表示已接受本协议下列所有条款，并同意受其约束。

7.1 定义及解释

- a. 除法律另有规定外，以下字词在本条款内具下列含义：

「手机银行服务」指银行向客户以手机登录方式提供的电子银行服务，据此客户可通过在手机上下载客户端程序，透过输入电子银行用户名称及登录密码后，进行银行交易或从银行获取银行服务。

「网上银行服务」指银行向客户以互联网站提供的电子银行服务，据此客户可在银行的网站透过输入电子银行用户名称及登录密码后，进行银行交易或从银行获取银行服务。

「签署协议」指电子银行服务相关的协议书中列载有关电子服务指示或其他的通讯文件的签署安排，及其后客户以书面通知银行及为银行所接受的更改签署安排。

「银行」指汇业银行股份有限公司。

「本协议」指客户与银行签订关于提供电子银行服务的协议书。

「营业日」指银行的营业工作日期。

「客户」指使用银行提供的电子银行服务的人士。

「电子输入」指透过电子设备向银行发出并获银行计算机系统接收及认可的电子讯号。「指示」指电子银行服务的电子指示。

「电子服务指示」指客户在符合本条款第4.4.c条所载规定或程序后，透过电子输入向银行发出的任何指示。

「电子银行号码」指银行为客户申请使用电话银行服务而发予的辨认号码。

「电子银行密码」指银行为客户申请电话银行服务进行银行交易而发予的识别密码及其后由客户自行设定的识别密码。

「密码」指包括电子银行密码、登录密码、用户密码或客户使用电子银行服务的其他密码。

「交易」指客户对银行发出指示后，银行不时或绝对酌情而指定可通过合法及合理的方法执行指示或提供相关的银行服务。

「双重认证工具」指银行不时规定或指明及/或经银行同意由第三方认证机构提供用来确认客户身份的电子仪器或随机密码。下列的电子仪器或随机密码认为是有效的(但不限于这些，而且由银行不时规定或指明用于何种渠道或提供何种服务方式时可以使用)。

「电子证书」是由澳门特区邮政局发行的电子证书，用于存放客户身份标识，并对客户发送的电子银行敏感信息进行数字签名的电子文件。

「动态密码」依据客户私人身份信息并引入不确定因素产生随机变化的密码，使客户每次使用的密码具有动态变化性和不可预知性，动态密码的生成和发出将由银行不时规定或指明的电子仪器处理，及/或经银行同意由客户指定的流动电话号码以短讯形式接收的动态密码讯息。

「本条款」指本条款及其日后的修订本。

- b. 在本条款中的各段标题仅为方便参考而加添，不影响本条款的解释。
- c. 除上下文另有规定外：

- 表示单数的字词亦包括复数在内，反之亦然；
 - 表示某性别意思的字词亦包括其他性别在内；
 - 表示人士的字词包括所有具法律人格或不具法律人格的法律实体。
- d. 本条款的英文版仅供参考，若中、英文版有任何歧异，当以中文版为准。

7.2 服务范围

- a. 银行可不时调整电子银行服务所提供的银行服务及交易范围。银行有绝对酌情权在无须事先通知及给予任何理由的情况下，拒绝执行任何客户指示或撤回经电子银行服务指示而进行的任何交易；并且，银行有绝对权限撤消或暂停全部或部份提供电子银行服务的途径或渠道。
- b. 银行有绝对酌情权决定接受客户的指示作为客户的代理人，代其与第三者执行其他交易。在该情况下，银行的唯一责任是将指示转送或传达致第三者，当有关指示被转达后，银行即被视作已履行其责任。银行一概无须就该等第三者的行为、失职、不作为、不遵守、不履行、延误、诈骗或疏忽而负上任何法律责任或倘有的责任(包括但不限于该第三者的任何未执行或延误执行银行代客户发出的指示)。客户承认及确认该等由银行作为其代理人与第三者所执行的交易受有关交易的适用法律所约束，并且，为与第三者执行该等交易，客户同意并授权银行可向该第三者披露客户本身的任何数据。
- c. 客户确认，不论任何原因导致电子银行服务被暂停或取消或客户基于其他任何原因而未能使用电子银行服务，客户因此而引起的任何或所有损失，须自行承担并且不能藉此向银行作出追讨。客户须自行采取其他途径达成其拟执行的交易。
- d. 户口持有人确认，利用电子银行服务指示以进行外汇、黄金及/或贵金属、基金、证券等投资理财交易，须同意与银行在柜台及/或任一渠道签署或确认投资服务协议等相关协议，同时充分认识到投资类业务的风险，并对其使用电子服务指示作出投资类交易活动产生的结果承担全部责任。

7.3 管辖任何个别交易的条款

- a. 在使用电子银行服务指示而进行任何交易时，除受本条款约束外，亦同时受到管辖有关类别交易的条款所约束。客户承认其将继续遵守该等条款及受其约束。
- b. 若管辖有关类别交易的条款与本条款有任何冲突，则：
- (i) 倘该有关类别交易的个别条款载有本条款与有关个别条款之间的优先次序，则在决定以那一条款为准时需按该优先次序处理；
 - (ii) 倘该有关类别交易的个别条款并未载有本条款与有关个别条款之间的优先次序，则以有关个别条款为准。

7.4 使用电子银行服务指示

- a. 客户须自费申请、安装、获取及维修合适之器材以使用电子银行服务或(视乎情况而定)给予银行指示。
- b. 就通过流动通讯系统以使用电子银行服务，客户已/将在有关通讯网络供货商登记，并申请银行可能指定的设备。客户与该通讯网络供货商之间的安排纯由客户负责。
- c. 所有电子银行服务指示须按以下规定发出：
- (i) 只可通过流动通讯系统，或透过机器或计算机，或其他经银行认可可以使用电子银行服务的器材，及
 - (ii) 视/应银行要求（该等要求可以是以电子影像或数码声音或其他电子形式发出，视乎情况而定），客户须透过电子输入：
 - 其电子银行号码或有关电子银行服务的用户名称；及
 - 其有关电子银行服务的相关密码；及/或
 - 任何其他涉及客户身份的数据（包括但不限于客户姓名、身份证号码等）；及
 - 视/应银行的要求（形式如上），客户须选择其拟执行的交易及报出或输入银行所要求的数据及详情。
- d. 客户同意除非得银行明确同意，否则客户通过流动通讯系统对已发出的电子银行服务指示的任何更改、修改或撤消必须经同一流动通讯系统发出。客户知悉银行可选择采取其他媒体与客户就流动通讯系统所作出的交易联系。
- e. 在不影响本条款第 7.2.b 条载明银行拒绝接受任何指示的权利的情况下，所有指示一经本条款第 7.4.c 的情况下发出后，即属不可撤消并对客户具终局性约束力，不管该等指示是由客户自己所发出或由任何其他人士（不论有否被授权）代其发出。

7.5 接受及执行指示

- a. 就任何指示而言，当银行接获本条款第 7.4.c 条规定所发出的指示后，银行视该等指示为客户所发出的。客户须就该等指示执行的所有交易及因而产生的所有债务负责。
- b. 除非另有协议，银行只接纳或执行涉及交易的指示。但若涉及其他安排的指示为银行所接纳或执行，不管接纳或执行的理由为何，该等指示及据该等指示执行的安排均对客户具约束力。
- c. 只有在银行绝对决定接受个别种类的交易的时间内向银行发出的指示才会被银行接纳及执行。
- d. 客户知悉传递中可能出现错误、延误或讯息不全的风险，除客户证明银行有明显错误外，银行的簿册及记录是有关事务历史记录的终局证明。
- e. 客户须自行跟进个别交易是否已生效，并声明知悉一些交易能可因系统的设定而被自动拒纳，客户确认承担由此而引起之风险。
- f. 尽管规管个别交易产品的条文另有相反规定，银行有权执行户口持有人指示、落实交易安排及制作事务历史记录，而无须事先核实户口持有人指定户口是否存有足够可用资金、预批信贷额度，及/或户口内是否持有可供执行指示的合资格票据或资产。

- g. 若客户指定账户的可用资金、预批信贷结余或合资格资产不足以完成拟执行之交易，银行并无义务接纳或执行该项指示，且无须就资金不足导致无法执行指示所产生的任何后果承担责任。
- h. 即便客户指定账户的可用资金或预批信贷结余不足，银行仍拥有绝对酌情权，无须事先通知客户或取得客户同意即可执行相关指示。客户须独自全数承担因此产生的账户借记金额、未获授权透支、预支款项或信贷额度调升金额，以及银行所有适用标准收费。所有欠款结余及累计利息须按银行要求悉数偿还；利息由指示执行当日起至全数还款当日按日计算，利率采用银行不时厘定的适用透支利率。
- i. 若根据本条款第 7.5.h 条下存在任何债务时，银行有权（但无责任）在无须通知客户的情况下，按其认为需要的时间及价钱（但无任何责任获取最佳价格），订立其他交易，以抵销或对销根据指示执行的交易。由此导致遭受或招致之任何损失、损害、债务或费用一概由客户承担，并由银行选择从客户的任何账户中扣除；但任何收益则绝对归银行所有并保留供银行本身使用与受益。银行对该等损失、损害、债务或费用数额所发出之书面证明对客户具约束力及终局性。
- j. 在不妨害本条款第 7.5.c 条的情况下，尽管银行在澳门特别行政区一般银行营业时间外接获指示并立即执行指示，在银行决定下，根据指示而立即执行的交易可被视为在随后一天及/或多天生效。
- k. 就客户通过电子银行服务指示自有账户转出款额的交易而言，若收款银行基于任何原因拒绝或延迟将款项给予拟收款人，银行不负任何责任。

7.6 通知书及不可推翻的证据

- a. 除非银行另行决定，否则银行不会就根据电子银行指示执行的交易（「电子银行指示」）发出通知书。倘若银行就某些涉及其根据电子银行指示而在账户执行的存款及/或提款的电子银行交易决定向客户发出载有该等电子银行交易的通知，则该通知会由银行定期或实时通过电子渠道寄发予客户存盘；或应客户要求留存于银行待客户到取，但已视为发予客户处理。
- b. 在发出电子银行服务通知书的任何周期内，客户如有作出有关电子银行指示，而银行已明确将会发出载有该等电子银行交易的通知书而客户在适当时间后仍未收到时，客户明白应该以适当方式通知银行。客户亦明白应客户要求留存银行待取或经电子结单发出，是等同于客户已经收到有关通知书及/或结单。
- c. 客户有责任核对及验证结单及/或通知书的内容，并须于有关结单及/或通知书发出后 90 天内或双方同意的时间内或银行订定的合理时间内，向银行报备结单及/或通知书内的任何错误或遗漏或差歧。否则尽管客户在此周期末有机会验证有关电子交易的账户结单或存折（视乎情况而定），客户亦被视作已确认通知书上之内容。
- d. 若客户要求银行无须向其发出电子交易的通知书，而申请为银行所接受，则客户有责任验证有关账户结单或存折（视乎情况而定）内的电子事务历史记录。
- e. 应客户要求留存于银行的通知书保留一定的期限（银行可不时及随时不经事先通知客户而修订该保留期限），若超逾通知书的保留期限，通知书仍未被客户领取，银行有权将通知书自行作出处理而无须事先通知客户。
- f. 客户授权银行，就经电子银行服务指示执行的有关交易，可在客户指定的账户作出独立记录。
- g. 客户承认所有指示可予记录。任何指示及/或该等指示的执行的银行账簿及记录（除非有明显错误者例外），在所有法院及在各方面均对客户而言属不可推翻的证据。

7.7 经电子银行服务指示执行交易之收益

- a. 除非银行另行同意，否则透过电子银行服务指示完成的任何交易之应付客户收益，只可计入与客户同名的银行账户或以客户名义在银行存放。
- b. 如银行接获任何交易收益的任何质疑、索偿或争议（无论有无充分理由），银行可（但并无任何责任）绝对酌情拒绝准许或执行任何交易收益的任何提款及/或处置，直至有关交易的争议或质疑获得银行满意的澄清为止。

7.8 透过电子银行服务指示之交易限制

- a. 银行可随时及不时经事先通知客户，对透过电子银行服务指示执行的交易金额、数量或货币方面订立最高及/或最低每日/单项总额及/或个人交易限额，惟在银行认为适宜的情况下，可豁免或修改任何交易的限制。
- b. 除非银行另行同意，否则指示只限于客户名下的不同账户间所进行或执行的交易指示（查询财经消息除外）。
- c. 客户谨此同意并承认，任何涉及不同账户间（不论属客户的或任何第三方的）付款的电子银行服务安排，必须获银行批准才会被接纳，而且该等安排必须符合银行不时事先决定的每日转账或提款限额及程序。为免疑问，若已就任何第三者账户批准了更低的每日最高限额，则以该限额（而非银行之前订定的限额）为准。
- d. 客户确认，电子银行服务乃以数字系统运作，若客户向银行发出的指示涉及不同账户之间的付款，银行谨按客户透过电子输入提供的账户号码行事，客户须核对账户号码无误后发出有关指示。
- e. 倘客户因输入错误之账户号码而产生损失，客户需自行承担后果。

7.9 密码及授权用户

- a. 客户谨此承诺把密码保密。
- b. 客户确认，客户需亲身到银行领取银行向其发出的默认密码，或按银行决定的其他形式向其发出默认密码。就网上银行服务而言，如银行酌情规定，则客户可能在享用其他交易前，须重新设定密码。

- c. 若客户遗失密码或有任何实际或怀疑密码遭未经授权使用，必须立刻向银行发出书面通知。在银行实际接获该通知前，客户透过电子渠道方式输入有关密码而使用电子银行服务指示执行所有交易均被视为客户作出之交易。
- d. 客户确认，电子银行密码有可能遭未经授权人士使用或用作未经授权用途，并同意完全承担该等风险。
- e. 客户确认，就银行提供的双重认证工具客户会亲身到银行签定双重认证工具使用申请书并遵守本协议中的相关规定。就电子银行服务而言，如银行酌情规定，则客户可能在享用其交易时，须按提示操作有关双重认证工具及/或接收显示动态密码及/或电子输入动态密码等来使银行能认证客户身份。使用这些电子仪器或动态密码需经银行同意，以及随时有绝对酌情权决定可撤消或暂停使用该种电子仪器或动态密码。
- f. 客户确认，妥善保管双重认证工具及/或相关的电子仪器，而免受有可能遭未经授权人士使用或用作未经授权用途，并同意完全承担该等引起的风险及负责。

7.10 资料

- a. 客户确认在任何时间给予银行的一切数据，已尽客户所知及所信，且均属真确及完整。客户的资料如有任何重大更改或若该等资料变成不真实或有误导性，客户须从速通知银行。
- b. 在进行交易中，银行所报的所有数据（包括但不限于汇率、利率及证券及贵金属的市价）仅供参考，除非客户在指定时间内确认交易，否则数据对银行并无约束力。
- c. 客户同意及承认，关于证券所提供的股票价格数据是由银行或由银行所选择之其他信息供货商提供。尽管银行及香港交易及结算有限公司及/或其他信息供货商会尽力确保提供数据的准确性及可靠性，银行及香港交易及结算有限公司及/或其他信息供货商并不保证数据之准确性及可靠性，亦不会承担任何由于数据不准确或不全而令客户蒙受损失的责任。

7.11 服务收费

- a. 银行有权就向客户提供电子银行服务处理指令而收取费用。银行可自行决定及随时修改该等费用。客户谨此授权银行自客户在银行开立的任一账户中扣除该等费用。
- b. 银行有权保留就银行提供电子银行服务指示及根据指示进行交易所产生或与之有关的所有盈利、回佣、佣金、费用、利益或其他得益（如有），以供银行自行运用及受益。

7.12 银行之责任

- a. 因下列情况对客户或任何其他人士造成任何损失或损害的，银行无须承担责任：
 - (i) 取消提供电子银行服务或其任何部分指示；及/或
 - (ii) 银行控制范围以外的任何情形或事件，直接或间接导致透过电子银行服务指示可进行之任何交易遭取消或暂停或任何指示未能进行或执行；及/或
 - (iii) 银行的电讯或计算机系统或其他设备或其装置有任何机械、电子或其他失灵、故障、中断、偏差或不足或错误传送任何指示、通知或在执行任何指示中的任何错误（惟银行授权职员之严重疏忽或故意的不当行为除外）或因此导致客户产生或遭受的任何延误、损失（包括盈利损失或任何经济损失）、费用或损害等。
 - (iv) 任何第三方（包括但不限于服务供货商或设备供货商）所导致的任何延误、中断或暂停等，而导致干扰、影响或扰乱银行履行本条款的责任。

7.13 客户的赔偿责任

- a. 客户须赔偿银行因提供电子银行服务予客户或通过电子银行服务指示完成交易而蒙受或引致的任何种类的所有损失、损害赔偿、开支（律师费用或其他）、诉讼、索求、索偿、法律程序（不论实际或「或有」）。客户须应要求向银行（其决定对客户具终局约束力）支付其蒙受或引致的所有款额（不论实际或「或有」），连同自银行首次支付或招致该款项之日起计至客户实际全数付款时止累计的利息，利率（不论是判决前或后）为未经安排透支的由银行决定的适用利率。

7.14 通知

- a. 银行可以口头、书面、电子讯号于本银行网页或于报纸刊登广告或其认为适当的其他形式向客户发出通知或其他通讯。
- b. 当为银行行事的任何职员或代理人当面或透过电话口头通知客户或（视情况而定）组成客户当中任何人士或其任何被授权签字人时，该等口头通知或口讯将被视为已正式向客户发出并由客户收到。
- c. 书面通知或通讯被视为已妥为送达及已由客户收到的时间如下：
 - (i) 若由专人递送，于交付时；
 - (ii) 若以邮资预付方式递送，于投寄后48小时（如客户地址在澳门特区以外，则投寄后七日）；
 - (iii) 若以图文传真发送，于发送时；及
 - (iv) 若以任何其他电讯方式发出，于发出时。
- d. 银行向客户发出的任何书面通知或电子通讯，在根据客户最后载录在银行的地址或图文传真号码或电子邮箱或流动电话号码送出，将被视为妥为送达客户。

- e. 若客户由两人或以上组成，任何书面通知或其他通讯，寄发至客户最后载录在银行的地址；或组成客户当中任何一位个人的最后为人所知之地址，即被视作有效地送达客户。
- f. 除第 4.14.a 条规定发出通知的方式外，所有银行发出的通知及宣布如经连续三个营业日在银行分行或银行绝对酌情决定的支行之大堂张贴或展示，即被视为已妥为发出并向客户有效传达。
- g. 任何客户致银行之通知或通讯须以书面作出。该等通知须以银行之主要营业地点或银行当时决定并已通知客户之其他在澳门特区的分支行注明为收信地址及送达致该处，并只限于银行实际接获后才被视为已收到。

7.15 杂项

- a. 客户有两人或以上，则其在本条款下须分别负共同及个别之责任。
- b. 在本条款中每一条款及规定与其他条款是可分割开的并独立于其他条款。假若于任何时间某一项或多项条款或规定失去其效力或合法性或无法强制执行时，其余本条款项下的条款的有效性、合法性及可强制执行性不会因此受到影响或损害。

7.16 本条款的修订

- a. 本行可不时修订本条款之条文。修订通知将由本行按照第 7.14.a 段所载之任何方式发出。有关修订于该通知日期起计 30 个日历日后生效。倘客户未有于修订生效日期前终止电子银行服务，则视为客户已接纳经修订之条款，经修订条款自生效日期起对客户具约束力。
- b. 尽管有上述规定，本行仅可在符合下列情况时，毋须事先通知而实时生效实施修订：
 - (i) 澳门法律、司法命令，或澳门金融管理局或其他主管机关发出之具约束力规定所要求或强制规定；
 - (ii) 纯属行政性修订，且不会改变客户之权利、义务、收费、责任或风险分配。
- c. 倘客户对该修订有异议，客户可于修订生效日期前终止电子银行服务，而无须缴付罚款。

7.17 金融犯罪合规事项

- a. 银行有全权根据所有适用的法律、法规、监管指引及政策（包括银行政策）等，决定采取银行认为适当的任何行动及措施履行银行义务。其中包括但不限于针对预防清洗黑钱、恐怖主义融资、贿赂、贪污、逃税、欺诈及制裁名单，拒绝或延迟有关交易指示或服务申请、提供有限度的服务，或终止与客户之间的关系等。银行或银行的任何代理人概不就上述之措施向客户或任何第三方所蒙受任何损失或损害承担法律责任或赔偿责任。

7.18 终止

- a. 客户可随时终止电子银行服务。
- b. 银行可透过向客户发出至少三十（30）天的事先书面通知，并列明终止的具体原因，终止电子银行服务。银行仅在下列情况下可无须事先通知而终止服务：
 - (1) 客户在使用服务时存在欺诈行为或重大疏忽；(2) 客户违反反洗钱相关法律；或 (3) 继续提供服务将违反澳门的监管要求。银行须在采取终止行动后二十四（24）小时内通知客户。
- c. 终止本条款或账户或服务不会影响累算权利或存续交易。银行仍获授权解决任何未完成交易。

7.19 法律

- a. 本条款根据澳门特别行政区法律订立及解释。在履行本条款过程中，如发生争议，应协商解决。协商解决不成，任何一方均可向澳门特别行政区法院提起诉讼。

附录 1

使用除个人资料之外的户口持有人数据

以下章则是对第1.30条的补充，并涉及使用、储存、处理、转移及披露除个人资料之外的户口持有人数据。本附录1中使用的词语具有本章则及条款第1.30条所载的涵义。

户口持有人资料（个人资料除外）可被用作下列用途：

- a. 考虑服务申请；
- b. 审批、管理、执行或提供服务或户口持有人要求或授权的任何交易；
- c. 遵守合规责任；
- d. 进行金融罪行风险管理活动；
- e. 向户口持有人及为户口持有人债务提供担保或抵押的人士追收任何欠款；
- f. 进行信用检查及获取或提供信贷数据；
- g. 行使或保卫本行或汇业集团成员的权利；
- h. 遵守本行或汇业集团的内部营运要求（包括信用及风险管理、系统或产品研发及计划、保险、审核及行政用途）；
- i. 设立及维持本行的信贷和风险相关准则；
- j. 确保户口持有人及为户口持有人债务提供担保或抵押的人士维持可靠信用；
- k. 向户口持有人（及如法律许可，关连人士）促销、设计、改善或推广服务或相关产品及进行市场调查；
- l. 确定本行对户口持有人的负债额，或户口持有人或为户口持有人债务提供担保或抵押的人士对本行的负债额；
- m. 遵守本行或本行任何分行或任何汇业集团成员根据以下须或预期会遵守的任何责任、要求或安排：
 - (i) 任何法律或合规责任；
 - (ii) 任何权力机关提供或发出的任何守则、内部指引、指引或指导；
 - (iii) 与任何对汇业集团整体或任何部分具有司法权限的权力机关现在或将来订立的任何合约或其他承诺；或
 - (iv) 权力机关之间的任何协议或条约；
- n. 遵守汇业集团为符合制裁或预防或侦测金融罪行的任何方案就于汇业集团内分享数据及信息或数据及信息的任何其他使用而制定的任何责任、要求政策、程序、措施或安排；
- o. 遵守权力机关施加的任何责任、指令或要求；
- p. 促使本行的实际或建议承让人、或本行就针对户口持有人的权利参与人或附属参与人能评核拟转让、参与或附属参与的交易；
- q. 维持本行或汇业集团与户口持有人的整体关系；
- r. 与任何上述相关或有连带关系的用途。

分享及转移除个人资料之外的户口持有人数据

本行可（因需要及在就全部或任何用途属适当的情况下）向本行认为必要的所有人士（不论位于何处）转移、分享、交换及披露任何户口持有人数据（个人资料除外），这些人士包括：

- a. 任何汇业集团成员；
- b. 汇业集团的任何代理、承包商、次承包商、服务供货商或联营人士（包括彼等的雇员、董事及职员、代理人、承包商、服务供货商及专业顾问）；
- c. 任何权力机关；
- d. 代表户口持有人行事的任何人士、收款人、受益人、户口代名人、中介人、往来及代理银行、结算公司、结算或交收系统、市场交易对手、上游预扣税代理、掉期或交易储存库、证券交易所、户口持有人拥有证券权益的公司（如该等证券由本行或任何汇业集团成员代户口持有人持有）；
- e. 就或有关收购服务权益及承担服务风险的任何一方；
- f. 其他金融机构、信贷调查机构或征信机构，以获取或提供信贷数据；及
- g. 涉及本行或任何汇业集团成员的任何业务转让、出让、合并或收购的任何一方。

注意：本条款以中文版为具约束力之有效正本，英文版仅供参考。倘中、英文版本内容出现任何歧异或不一致，一概以中文版作为最终适用准据。

PERSONAL BANKING CUSTOMER GENERAL TERMS AND CONDITIONS

(For Personal Sole Name Account and Joint Name Account)

Note: Account holder shall refer to account holders where appropriate.

The following Personal Banking Customer General Terms and Conditions ("Terms and Conditions") apply to all accounts opened with Banco Delta Asia S.A. ("the Bank"). In addition, there are other specific Terms and Conditions applicable to particular types of accounts operated by the Bank. Copies of such Terms and Conditions are available upon request from any branch of the Bank.

1. GENERAL

- 1.1 The relationship between the Bank and the account holder is basically that of debtor and creditor. However, other relationships may arise, such as bailor and bailee when items are held in safe custody, according to the banking services provided by the Bank.
- 1.2 If the account holder comprises of more than one person:
- the Bank is authorized to provide information on or relating to the account to any one of them in such form and manner and to such extent as any one or more of such persons shall request or as the Bank shall in its sole discretion determine at any time and from time to time;
 - each of them shall be bound by these Terms and Conditions and such other terms and conditions governing the account even though (i) any other person or any person intended to be bound hereby is not or (ii) these Terms and Conditions may be invalid or unenforceable against any one or more of such persons by reason of fraud, forgery or otherwise (whether or not the deficiency is known to the Bank);
 - the Bank shall be entitled to deal separately with any one of them on any matter including (i) the variation or discharge of any liability to any extent or (ii) the granting of time or other indulgence to or making other arrangements with any such person without prejudicing or affecting the Bank's rights, powers and remedies against any other such persons;
 - where any one of them is authorized to operate the account singly, the Bank is authorized to comply with the instructions or directions of any one of such persons in relation to the account, including, without limitation, instructions to close the account provided that the Bank shall not be obliged to notify other joint account holders of such closure unless required by Macau law unless otherwise agreed with or stipulated by the Bank. Acceptance of any terms and conditions of any services rendered by the Bank in respect of the account by any one of such persons will be deemed accepted by each and all of them and accordingly, such terms and conditions will be binding on each and all of such account holders; and
 - in respect of a forward date transaction, the Bank will take the instruction last received by the Bank before it effects the same in its normal course of business as the final instruction received from the account holder regarding the same.
- 1.3 The account holder agrees that the Bank's indebtedness to the account holder shall not exceed the net amount owing by the Bank to the account holder after deducting from any credit balance held by the Bank or providing for the aggregate of all the account holder's liabilities to the Bank on any account or in any respect whatsoever whether such liabilities be actual, present, future, deferred, contingent, primary, collateral, several, joint or otherwise (together the "account holder's aggregate liabilities"). Without prejudice to the generality of the foregoing and in addition to any general lien, right of set-off or other right by way of security which the Bank may have on any account whatsoever, the account holder agrees that the Bank shall have the right, at its sole and absolute discretion and subject to mandatory provisions under Macau law, without notice to the account holder, to refuse to repay when demanded or when the same falls due any of the Bank's indebtedness to the account holder if and to the extent that the account holder's aggregate liabilities at the relevant time are equal to or exceed the Bank's indebtedness to the account holder at that time. If the Bank exercises such right with respect to any of its indebtedness to the account holder, such indebtedness shall remain outstanding from the Bank on substantially the Terms and Conditions in effect immediately prior to such exercise or on such other terms as the Bank may, at its discretion, consider appropriate in the circumstances, but the Bank may, at any time and without notice to the account holder, consolidate any or all credit balances or credit balances of the account holder with the Bank with all or any of the account holder's aggregate liabilities. In the case of an individual account holder, the Bank's rights hereunder shall not be affected by the account holder's death or legal incapacity.
- The Bank reserves the right to employ collection agent(s) and third parties to collect any outstanding or overdue amount owed by the account holder. The account holder shall keep the Bank indemnified for costs and expenses *including without limitation legal fees, costs of engaging collection agents (and such other third parties) and other expenses* which are of reasonable amount, and which are reasonably incurred by the Bank in demanding, collecting, suing or recovering such outstanding or overdue amount.
- 1.4 The account holder shall give instructions, directions or send communication to the Bank in such manner as shall be prescribed or accepted by the Bank from time to time, including, without limitation, in writing, by fax, by telephone, via the automated teller machine, by or via any other electronic means or mediums and/or by any other means or mediums.
- 1.5 In the course of providing its services, the Bank (or its agent) may need to (but shall not be obliged to) record verbal instructions received from the account holder and/or any verbal communication between the account holder and the Bank (or its agent) in relation to such services. The Bank reserves the right to destroy these recordings after such period of time as it considers prudent.
- 1.6 The Bank reserves the right to destroy any documents relating to the account after microfilming/scanning the same and destroy any microfilmed/scanned record after such period of time as it considers prudent.
- 1.7 Where the account holder has set up a direct debit authorization on an account and no transaction is performed under such authorization for a continuous period of 30 months, the Bank reserves the right to cancel the direct debit arrangement without prior notice to the account holder, even though the authorization has not expired or there is no expiry date for the authorization.
- 1.8 An account holder should ensure that all cheques and other monetary instruments (collectively "Items") deposited with the Bank using any means or channels offered or accepted by the Bank are on the face thereof in order before depositing the same with the Bank, including, without limitation, that they are appropriately dated and signed, with the amounts in both words and figures matched. Where the account holder is required to advise, complete or enter details of the Items when depositing the same with the Bank, the account holder agrees that it is the account holder's sole responsibility to ensure that such details being advised, completed or entered by the account holder are accurate and complete and that the Bank is entitled to rely upon the same in issuing receipts. Such receipts issued shall for all purposes be issued subject to subsequent verification by the Bank in its normal course of business. In the event of any discrepancy between the receipts and the outcome of the Bank's verification, the outcome of the Bank's verification shall be

final and binding on the account holder and the Bank shall be entitled to adjust the accounts accordingly by debiting or crediting the same as the case may be. All inward remittances, cheques and monetary instruments are accepted for deposit into an account subject to final payment and the Bank is entitled not to make the proceeds available until they have been cleared.

- 1.9 The account holder as beneficiary of any standing instruction agrees that any credit to an account pursuant to a standing instruction is subject to final payment by the transferor and the Bank reserves the right, and the account holder authorizes the Bank, to reverse such credit if the standing instruction is subsequently returned unpaid due to condition of the transferor's account (e.g. insufficient funds in the transferor's account).

- 1.10 Account statements are provided at monthly intervals, unless otherwise requested. No account statement will be provided if an account registers no transactions for the relevant period.

The account holder agrees to examine each statement of account provided by the Bank to see if there are any errors, discrepancies, unauthorized debits or other transactions or entries arising from whatever cause, including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence of the account holder or any other person (the "Errors").

The account holder shall notify the Bank in writing of any Errors within ninety (90) calendar days after the occurrence of any of the following delivery events, failing which the account statement shall be final and binding on the account holder, who shall be deemed to have waived all rights to raise objections or claim remedies against the Bank in respect of such statement, save for errors arising from fraud, forgery or gross negligence of the Bank:

- a. personal handover delivery of the statement to the account holder; or
- b. postal dispatch of the statement by the Bank; or
- c. email transmission of the statement by the Bank; or
- d. upload of the statement to the account holder's Personal Internet Banking Profile by the Bank.

- 1.11 The account holder warrants that all particulars given to the Bank (*whether in an account opening form or otherwise*) are, to the best of the account holder's knowledge, accurate and acknowledges that the Bank may make use of any such particulars recorded with the Bank (*including without limitation address, telephone number, email address and fax number*) (collectively "Contact Details") as a means of communication with the account holder (*whether through letters, telephone calls, SMS, fax, email or otherwise*). The account holder undertakes to notify the Bank (*in such manner as may be prescribed or accepted by the Bank from time to time*) of any change of such particulars. All communications sent by the Bank to the account holder using any one or more of the Contact Details last registered with the Bank shall be deemed to have been duly delivered to the account holder. Where in the Bank's opinion communications sent to the account holder using one or more of the Contact Details last registered with the Bank will fail to reach the account holder, the Bank may in its sole discretion stop sending further communication (*including without limitation account statements, debit/credit advices and other communications*) to the Contact Details concerned or the account holder. Copies of account statements and/or documents evidencing transactions performed on the account can be produced, and provided to the account holder upon request in writing subject to the Bank's handling charge.

- 1.12 An inward remittance (whether in Patacas, Hong Kong dollars or in any other currencies) to an account may not be credited to the account on the same day if the related payment advice is not received by the Bank before the relevant cut-off times set by the Bank from time to time. No interest will accrue on any inward remittance before the funds are actually credited into the account.

- 1.13 The Bank shall be entitled to regard any mandate it holds as being suspended in the event of any dispute between joint account holders or authorized signatories. In addition, the Bank reserves the right to suspend the operation of all or any accounts of the account holder until such time as the Bank considers appropriate if the Bank is of the opinion or has reason to suspect that,

- a. it holds no valid account mandate; or
- b. the account holder (other than acting in the capacity of a trustee) is not the true owner of the credit balances or other assets held in the account(s).

- 1.14 The terms herein and those pertaining to any services provided by the Bank may, at the Bank's sole discretion, be changed from time to time upon giving the account holder prior (30) calendar days' notice by way of display in the Bank's premises and/or electronic banking notice, email or written letter or by such other method as the Bank may decide. If the account holder does not close the account or cancel the services prior to the expiry of the notice period, the account holder shall be deemed to have agreed to such change.

- 1.15 Interest: The bank shall pay interest on the deposit account at the agreed interest rate or any other rate determined by the bank from time to time. If any currency balance held by the bank is subject to negative interest rates or similar charges due to actions taken by a government or regulatory authority having jurisdiction over the bank, the bank may debit such interest or charges from the account. Unless otherwise agreed in writing by the bank, all debts shall be subject to fees or interest charges calculated by the bank as it deems appropriate. Such interest shall be payable both before and after the bank demands payment or obtains a favorable judgment. Account holder(s) agree to immediately settle any unauthorized overdraft in the account. Such overdraft shall accrue interest at the interest rate determined by the bank from time to time, calculated on the actual number of days from the overdraft date to the repayment date (both before and after any court judgment). Any unpaid interest shall also accrue at the same rate, and the bank may pay this interest from the account or compound it monthly.

- 1.16 Foreign Currency: The bank may, in accordance with these terms, transfer any funds in the account holder's account to any other account maintained by the account holder with the bank to pay any investments or settle the account holder's debts. If the relevant account is denominated in another currency, the bank may convert the relevant amount into the corresponding currency at the applicable exchange rate. If the account in that currency does not have sufficient balance at that time, the bank may transfer the transaction to another account designated by account holder at that time with sufficient balance and may transfer in the unit currency of the account or one of the unit currencies (at the bank's absolute discretion). The bank may deposit the balance of any foreign currency account with a bank or financial institution in the country where such foreign currency is the legal tender, and the bank shall not be responsible for the choice of such bank or financial institution or for the acts or omissions of such bank or financial institution. Any funds deposited with such bank or financial institution shall be subject to any laws, judgments, taxes, levies, fees, charges, withholdings, and tax regulations enacted, implemented, or enforced by the government, regulatory authorities, or other authorities having jurisdiction over such funds (regardless of their suitability or applicability to the specified funds), and the bank shall not be responsible for any inability to access such funds due to the aforementioned laws. The bank may convert any amount from one currency to another at its prevailing spot foreign exchange rate in order to purchase the second currency in the foreign exchange market chosen by the bank, and the account holder shall bear any risks or losses incurred by the conversion of the two currencies or exchange rate fluctuations. There may be risks involved in accepting foreign currency cheques as payment or settlement of transactions. In some countries / regions, there are laws dealing with the handling of cheques sent for clearing or collection that will entitle a cheque to be returned even after clearing and the proceeds are paid to the payee. For example, for cheques drawn on US banks, the paying bank will have the right to seek refund of a cheque that is subsequently found to be fraudulently drawn, fraudulently endorsed or fraudulently altered within a period of up to 6 years. For a US Treasury cheque, this refund period may be indefinite. The Bank is entitled to seek repayment from the deposit account holders of any cheque required to be repaid or refunded. This right of recourse remains possible throughout the refund period mentioned above and is regardless of whether the cheque is sent for collection or purchased by the Bank. The deposit of any foreign currency cheques is accepted by the Bank subject to the following terms and conditions:

- a. In accepting cheques drawn on banks abroad, the Bank reserves the right to decide which cheques to purchase and which to send for collection. Where the Bank purchases the cheques, the Bank shall credit the deposit account (using the Bank's prevailing buying rate) with the proceeds immediately, under advice to the deposit account holder, and subject to having recourse to the deposit account holder in the event of dishonor. The purchase of cheques may be subject to the condition that the proceeds credited to the deposit account cannot be withdrawn for a period as determined by the Bank taking into account the required clearing time for cheques in question and which will be specified in the credit advice to be sent to the deposit account holder in confirmation of the transaction.
- b. Where the Bank sends a cheque for collection, this will be done subject to the rules contained in ICC Publication No. 522 and the proceeds of the cheque will only be credited to the deposit account once payment is received from the bank abroad.
- c. In the event that cheques purchased are dishonored or cheques collected are subsequently liable to be repaid or refunded by applicable laws and regulations, the Bank will debit the deposit account with the value of the cheque as calculated using the Bank's prevailing selling rate or the original buying rate, whichever is higher, plus any charges.
- d. Overseas charges (if any) will be debited to the deposit account under advice to the deposit account holder.
- e. Cheques received after the relevant cut-off times set by the Bank from time to time will be processed in the next business day. The reference to "business day" means a day, other than a Saturday, Sunday or public holiday, on which Banks are open for general business in Macau.

1.17 Whenever the account holder requests the Bank to effect a telegraphic transfer ("TT") or an interbank funds transfer ("RTGS"), whether via the branch offices of the Bank, the Bank's Internet banking services or other channels or means offered by the Bank at any time and from time to time, the following terms shall apply unless otherwise specified:

- a. The Bank reserves the right to effect an instruction as TT or RTGS according to its routing arrangement;
- b. The Bank is at liberty to send the TT / RTGS either literally or in cipher and the Bank accepts no responsibility for any loss, delay, error, omission or mutilation which may occur in the transmission of the message or for its misinterpretation when received;
- c. In the absence of specific instructions to the contrary, the TT / RTGS will be effected in the currency of the country / region in which payment is to be made;
- d. While the Bank will endeavor to give effect to the account holder's requests regarding charges relating to the TT / RTGS, the account holder understands that the Bank only has discretion regarding its own charges. Where the account holder has requested to pay overseas charges or other bank's charges, the Bank will communicate such request but whether the beneficiary can receive the full amount of the TT / RTGS will depend on the practice adopted by the correspondent bank and/or beneficiary bank involved, which is beyond the Bank's control and the Bank cannot be held responsible or liable for the same;
- e. The Bank reserves the right to draw the TT / RTGS on a different place from that specified by the account holder if operational circumstances so require;
- f. Where the Bank is unable to provide a firm exchange rate quotation, the Bank shall effect the TT / RTGS on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional rate and the actual rate shall be debited/credited (as the case may be) to the account holder's account;
- g. Applications received by the Bank's remittances department by the cut-off times as stipulated by the Bank from time to time may not be processed on the same day. Also, processing of the applications will be subject to the availability of the relevant services, including (but not limited to) the availability of clearing system of the currency and country / region of the correspondent and/or destination banks;
- h. If a TT / RTGS is to be processed on a particular date, this processing date should be clearly specified by the account holder when the TT / RTGS application is submitted to the Bank unless otherwise specified by the Bank;
- i. Applications for same day value are subject to cut-off times related to the geographical location of the destination and/or the funding arrangement requirements of the settlement banks. This may mean that the account holder's account will be debited before the value day and the Bank will not be responsible for any interest expense or loss as a result;
- j. The Bank is not responsible to advise the account holder of:
 - any exchange control or similar restriction which may be imposed by the local laws or regulations in the country / region in which payment is to be effected and shall not be liable for any loss or delay as a result of the payment being subject to such control and restriction. The account holder is strongly advised to make his own enquiries;
 - any charges which may be imposed by an overseas bank or other bank and shall not be liable if such information cannot be provided;
- k. Where payment is to be made in favor of a beneficiary not maintaining an account with the Bank's overseas Group Office or its agents, the Bank or its agent reserves the right to make payment by a means other than TT / RTGS in accordance with the customary or accepted banking practice in the country / region in which the payment is to be made. The Bank is not responsible to advise the account holder of the use of such other means or for any delay in effecting payment by such means arising from circumstances beyond the control of the Bank or its agent;
- l. The Bank reserves the right not to accept or otherwise reject an application for a TT / RTGS without giving reasons;
- m. Where the Bank has accepted a TT / RTGS application, it reserves the right not to process the TT / RTGS, with or without notice, if it is of the opinion that:
 - there are insufficient available funds; or
 - the information given is incorrect, incomplete or is not sufficiently clear; or
 - the processing thereof will be in breach of any applicable laws or regulations; or
 - the account holder has specified additional instructions to the TT/ RTGS which are not provided for by or otherwise acceptable to the Bank.

The Bank cannot be held liable for any loss or damage suffered by any person arising out of payment delay, rejection and/or return, or any delay by the Bank in processing the TT / RTGS or the Bank's decision in not processing the same for any one or more of the above reasons. The Bank reserves the right to deduct any charges imposed by the receiving bank from the payment amount or any of the account holder's accounts;

- n. To comply with regulatory and/or international guidelines concerning anti-money laundering and anti-terrorist financing activities, in processing a TT / RTGS, the Bank may be required to disclose the personal data or other customer information of the account holder, including without limitation the originating account number (where applicable) and the account holder's name, address and other unique reference (such as date of birth or number of personal identity document) and the account holder hereby authorizes the Bank [and any correspondent bank(s) involved] to make such disclosure to any correspondent bank(s) involved, the payee or other appropriate authorities as the Bank (or, as the case may be, any such correspondent bank) considers appropriate, and
- o. Any stop payment instruction received by the Bank will be processed by the Bank on a commercially reasonable effort basis only and the Bank cannot guarantee that such stop payment instruction can be successfully executed. The result of any stop payment instruction cannot be confirmed at the time of the account holder placing the stop payment instruction (whether or not at that time the account holder's account has already been debited) due to the time lapse between the receipt and processing of such stop payment instruction. The Bank will use commercially reasonable endeavors to notify the account holder of the outcome of any stop payment instruction within 24 hours of receipt of such instruction by the Bank. The Bank cannot in any event be held liable for any loss or damage suffered by the account holder or any other person arising out of failure to stop any TT/RTGS notwithstanding receipt of a stop payment instruction by the Bank.

1.18 Where an account has been inactive for a period of time as decided by the Bank (please refer to the Bank for the applicable periods in respect of the different account types), the Bank may restrict or impose conditions for accessing the account.

Accounts with zero balances for such period of time as determined by the Bank from time to time may be closed by the Bank at the Bank's discretion.

Unauthorized overdraft: If the account holder gives the Bank an instruction to pay or withdraw from your account (i) where there are insufficient funds in the account holder's account and (ii) which, if executed by the Bank, would cause the account holder's account to go overdrawn or over an existing overdraft limit, the Bank will treat this as the account holder's request for an unauthorized overdraft and the Bank may:

- a. refuse it; or
- b. agree to the account holder's request and provide the account holder with an overdraft or an increase to your existing overdraft. The amount of the overdraft or increase will be subject to the Bank's prevailing interest rate calculated on a daily basis. The Bank may charge an arrangement fee for the overdraft or the increase.

- 1.19 The Bank may impose service fees as published in its official fee schedule (available at branches or <https://www.delta-asia.com.mo>.) The Bank shall provide at least 30 days' prior written notice (via registered mail, email, or in-branch display) to the account holder, clearly stating the fee details and effective date, before debiting any account for such fees. The Bank's charges, as in effect from time to time, apply to all accounts and a list of such charges is available upon request at any branch of the Bank. The Bank reserves the right to, at any time and without notice, debit any one or more account(s) of the account holder maintained with the Bank for the purposes of settling these service fees, facility fees and/or other charges, irrespective of whether there are sufficient available funds, overdraft or credit facilities in the said account(s) and any overdraft or debit balances resulting therefrom will be subject to the applicable prevailing interest rates and fees.
- 1.20 The account holder agrees that the Bank may use one or more members of the BDA Group or other third parties to assist the Bank in providing services to the account holder or fulfilling the account holder's requirements. These companies may receive remuneration of whatever nature (whether fees, commissions, rebates or other payments) for the services they provide to the Bank. Remuneration may also be payable by the Bank to members of the BDA Group or other third parties where the account holder has been introduced to the Bank by them. Any such payment will not affect the amount of fees and charges payable by the account holder with respect to accounts held with or services rendered by the Bank.
- 1.21 The account holder shall comply with all applicable laws and regulations in force from time to time in relation to all accounts, activities or transactions contemplated by these Terms and Conditions. The account holder shall indemnify the Bank from and against all liabilities, losses, costs, expenses and charges (whether on account of taxes, duties, imposts or otherwise) which the Bank may incur as a result of:
 - a. maintaining the accounts for the account holder;
 - b. providing services to or transacting with the account holder; and/or
 - c. a breach of any of these Terms and Conditions or any applicable laws and regulations by the account holder.
- 1.22 The Bank shall not be liable for any delay or failure in providing any of the Bank's equipment or other facilities or services to the account holder to the extent that it is attributable to any cause beyond the Bank's reasonable control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the account holder or any third party for any indirect or consequential losses arising out of or in connection with such delay or failure.
- 1.23 The account holder hereby consents and authorizes, the Bank to, at any time assign or transfer any or all of its rights and obligations hereunder to any person. The account holder is not allowed to assign or transfer any of the account holder's rights or obligations to any person unless with the Bank's prior written agreement.
- 1.24 The Bank reserves the right to suspend an account if the account holder fails to settle any fees and charges imposed by the Bank. The Bank may also terminate any account with prior notice (save under exceptional circumstances when termination may be made without notice) and with or without cause.
- 1.25 The account holder accepts that there will be a time lapse between submission of payment application/transaction request involving currency conversion and the processing of such application/request, and the prevailing exchange rates at the time of processing of such application/request (which may vary from the exchange rates at the time of submission) will apply to such application/request. Any exchange rate provided by the Bank at the time of submission of payment application/transaction request is for indication only, the actual exchange rate applicable will be the prevailing exchange rate at the time of processing of such application/request.
- 1.26 For any currency conversion involving Renminbi which arises out of a cross-border transaction (the "underlying transaction"), unless documentary evidence (including third party documents) is provided which satisfies the Bank that the underlying transaction is a cross-border merchandise trade transaction in accordance with all applicable laws, regulations or guidelines issued by the Macau Monetary Authority (to which the Bank may be subject as an authorized institution participating in the Macau Renminbi business) from time to time, the Bank will not recognize the underlying transaction as a cross-border merchandise trade transaction.
- 1.27 For security reasons, the Bank reserves the right to, at any time and without prior notice, delay or not to process any banking instruction not submitted by the account holder in person.
- 1.28 **Private Seal;** If account holder uses a seal as their signature and authorizes the bank to debit any cheque, draft, debt note, or payment voucher bearing a seal similar to or resembling the seal from any of their accounts. Any document bearing this seal shall be considered valid and as the account holder's official signature, and the bank shall not be required to investigate whether the seal has been affixed in accordance with formal procedures or with sufficient authority. Even if the seal is unauthorized, exceeds the scope of authority, constitutes fraud, or is counterfeit, account holder(s) shall bear full responsibility for payment of such documents to the bank, save where the Bank acted with gross negligence in verifying the seal. Account holder(s) agree that any cheque, draft, debt note, or payment voucher bearing their seal or a seal similar to or resembling their seal, and which has been paid or accepted by the bank, shall be deemed to be true and accurate in its content and duly authorized. Account holder(s) shall not deny the truth and accuracy thereof. Account holder(s) hereby guarantee to the bank that they shall be solely responsible for the payment of such documents. If the account is held by more than one person, Account holder(s) agree to individually and jointly assume any liability arising from the aforementioned requests and authorizations. In the event of the loss of the seal, Account holder(s) shall immediately notify the bank in writing, specifying the time, place, and relevant circumstances of the loss. Until such notification is received, the bank shall not be responsible for any payments made or for any cheques.
- 1.29 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Macau Special Administrative Region.
- 1.30 **Collection and Disclosure of Account Holder Information**

a. Definitions

Terms used in this Clause 1.30 shall have the meanings set out below.

"Account Holder Information" means all or any of the following items relating to the account holder or a Connected Person, where applicable: (i) Personal Data, (ii) information about the account holder, the account holder's accounts, transactions, use of the Bank's products and services and the account holder's relationship with the BDA Group and (iii) Tax Information.

"Authorities" includes any local or foreign judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the BDA Group.

"Compliance Obligations" means obligations of the BDA Group to comply with (i) any Laws or international guidance and internal policies or procedures, (ii) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (iii) Laws requiring the BDA Group to verify the identity of its customers.

Connected Person means a person or entity (other than the account holder) whose information (including Personal Data or Tax Information) is provided by the account holder, or on the account holder's behalf, to any member of the BDA Group or which is otherwise received by any member of the BDA Group in connection with the provision of the Services. A **Connected Person** may include any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, a representative, agent or nominee, or any other persons or entities with whom the account holder has a relationship that is relevant to the account holder's relationship with the BDA Group.

"Controlling Persons" means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

"Financial Crime" means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, or any acts or attempts to circumvent or violate any Laws relating to these matters.

"Financial Crime Risk Management Activity" means any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime that the Bank or members of the BDA Group may take.

"BDA Group" means the Bank or any of its holding companies, subsidiaries, associates and/or any of their branches, offices or units (whether within or outside Macau), and **"member of the BDA Group"** has the same meaning.

"Laws" include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the BDA Group and an Authority, or agreement or treaty between Authorities and applicable to the Bank or a member of the BDA Group.

"Personal Data" means any information relating to an individual from which such individual can be identified.

"Services" includes (i) the opening, maintaining and closing of the account holder's accounts, (ii) the provision of credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (iii) maintaining the Bank's overall relationship with the account holder, including marketing services or products to the account holder, if so included in the application for account opening form or in any other subsequent document, market research, insurance, audit and administrative purposes.

"Substantial owners" means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity, directly or indirectly.

"Tax Authorities" means Macau or foreign tax, revenue or monetary authorities.

"Tax Certification Forms" means any forms or other documentation as may be issued or required by a Tax Authority or by the Bank from time to time to confirm the tax status of the account holder or a Connected Person.

"Tax Information" means documentation or information about the tax status of the account holder or a Connected Person. Reference to the singular includes the plural (and vice versa).

b. Collection, Use and Sharing of Account Holder Information

This Clause 1.30(b) explains how the Bank will use information about the account holder and Connected Persons. The Notice relating to the Personal Data (Privacy) Ordinance (formerly known as Notice to Customers relating to the Personal Data (Privacy) Ordinance) that applies to the account holder and other individuals (the **"Notice"**) also contains important information about how the Bank and the BDA Group will use such information and the account holder should read this Clause in conjunction with the Notice. The Bank and members of the BDA Group may use Account Holder Information in accordance with this Clause 1.30 and the Notice.

Account Holder Information will not be disclosed to anyone (including other members of the BDA Group), other than where:

- the Bank is legally required to disclose;
- the Bank has a public duty to disclose;
- the Bank's legitimate business purposes require disclosure;
- the disclosure is made with the data subject's consent;
- it is disclosed as set out in this Clause 1.30 or the Notice.

Collection

- (i) The Bank and other members of the BDA Group may collect, use and share Account Holder Information. Account Holder Information may be requested by the Bank or on behalf of the Bank or the BDA Group, and may be collected from the account holder directly, from a person acting on behalf of the account holder, from other sources (including from publicly available information), and it may be generated or combined with other information available to the Bank or any member of the BDA Group.

Use

- (ii) The Bank and members of the BDA Group may use, transfer and disclose Account Holder Information (1) in connection with the purposes set out in this Clause 1.30 or Appendix 1 (applicable to Account Holder Information other than Personal Data), (2) as set out in the Notice (applicable to Personal Data, including processing based on legal obligation, contract performance, legitimate interest or consent where consent is required under Macau GPDP) and (3) in connection with matching against any data held by the Bank or the BDA Group for whatever purpose (whether or not with a view to taking any adverse action against the account holder) ((1) to (3) are collectively referred to as the "Purposes").

Sharing

- (iii) The Bank may (as necessary and appropriate for the Purposes) transfer and disclose any Account Holder Information to the recipients set out in the Notice (who may also use, transfer and disclose such information for the Purposes) and Appendix I (applicable to Account Holder Information other than Personal Data).

The Account Holder's Obligations

- (iv) The account holder agrees to inform the Bank promptly and in any event, within 30 days in writing if there are any changes to Account Holder Information supplied to the Bank or a member of the BDA Group from time to time, and to respond promptly to any request for Account Holder Information from the Bank or a member of the BDA Group.
- (v) The account holder confirms that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to the Bank or a member of the BDA Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in this Clause 1.30, Appendix 1, and the Notice (as may be amended or supplemented by the Bank from time to time). The account holder shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- (vi) The account holder consents and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit the Bank to use, store, disclose, process and transfer all Account Holder Information in the manner described in these Terms and Conditions. The account holder agrees to inform the Bank promptly in writing if the account holder is not able or has failed to comply with the obligations set out in (v) and (vi) in any respect.

(vii) Where

- the account holder or any Connected Person fails to provide promptly Account Holder Information reasonably requested by the Bank, or
- the account holder or any Connected Person withholds or withdraws any consents that the Bank may need to process, transfer or disclose Account Holder Information for the Purposes (except for purposes connected with marketing or promoting products and services to the account holder), or
- the Bank has, or a member of the BDA Group has suspicions regarding Financial Crime or an associated risk, the Bank may:
 - (1) be unable to provide new, or continue to provide all or part of the Services to the account holder and reserve the right to terminate its relationship with the account holder;
 - (2) take actions necessary for the Bank or a member of the BDA Group to meet the Compliance Obligations; and
 - (3) block, transfer or close the account holder's account(s) where permitted under local Laws.

In addition, if the account holder fails to supply promptly the account holder's, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then the Bank may make its own judgment with respect to the status of the account holder or the Connected Person, including whether the account holder or a Connected Person is reportable to a Tax Authority, and may require the Bank or other persons to withhold amounts as may be legally required by any Tax Authority and to pay such amounts to the appropriate Tax Authority.

c. Financial Crime Risk Management Activity

- (i) Financial Crime Risk Management Activity may include: (1) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the account holder, or on the account holder's behalf; (2) investigating the source of or intended recipient of funds; (3) combining Account Holder Information with other related information in the possession of the BDA Group; and (4) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the identity and status of the account holder or a Connected Person.
- (ii) The Bank and BDA Group's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment, the processing of the account holder's instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither the Bank nor any member of the BDA Group shall be liable to the account holder or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the account holder or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity, save for loss caused by the Bank's gross negligence or wilful misconduct.

d. Tax Compliance

The account holder acknowledges that the account holder is solely responsible for understanding and complying with the account holder's tax obligations (including tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) or Services provided by the Bank or members of the BDA Group. Each Connected Person acting in his/its capacity as a Connected Person also makes the same acknowledgement in his/its own regard. Certain countries / regions may have tax legislation with extra-territorial effect regardless of the account holder's or a Connected Person's place of domicile, residence, citizenship or incorporation. Neither the Bank nor any member of the BDA Group provides tax advice. The account holder is advised to seek independent legal and tax advice. Neither the Bank nor any member of the BDA Group has responsibility in respect of the account holder's tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of account(s) and Services provided by the Bank or members of the BDA Group.

e. Miscellaneous

- (i) In the event of any conflict or inconsistency between any of the provisions of this Clause 1.30 and those in or governing any other service, product, business relationship, account or agreement between the account holder and the Bank, this Clause 1.30 shall prevail.
- (ii) If all or any part of the provisions of this Clause 1.30 become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause 1.30 in that jurisdiction.

f. Survival Upon Termination

This Clause 1.30 shall continue to apply notwithstanding any termination by the account holder or the Bank or a member of the BDA Group of the provision of any Services to the account holder, or the closure of any of the account holder's accounts.

2. PATACAS AND HONG KONG DOLLAR CURRENT ACCOUNTS

2.1 Cheque Book Security

Cheque books should be kept safe at all times and, as necessary, under lock and key so as to be inaccessible to unauthorized persons.

2.2 Cheque

A cheque book will be issued to the account holder on opening an account in the currency of Patacas and/or Hong Kong dollars only.

Cheques should be drawn in the currency of the account for Patacas and/or Hong Kong dollars only, that is, Patacas or Hong Kong dollars (as the case may be).

When a signed cheque or a cheque book is lost or stolen, the account holder must immediately report such loss in writing to the Bank. When cheques are sent through the post or otherwise, the words "OR BEARER" should be deleted and the cheque crossed.

Applications for a new cheque book may be made through the Bank's automated teller machines, internet banking service or Phone Banking Service (as referred to below), or by any other means acceptable to the Bank. The Bank, may at its discretion, refuse to issue a cheque book.

The Bank shall, upon receipt of a cheque book application request, deliver the required cheque book to the account holder by post according to the address record kept by the Bank. The Bank assumes no responsibility for any delay or loss caused by any mode of forwarding.

Upon receipt of a new cheque book, the account holder should verify the cheque serial numbers, account number and name of the account holder printed thereon as well as the number of cheques before use. Any irregularities should be promptly reported to the Bank.

The account holder should exercise care when drawing cheques to ensure their correctness and agrees that he or she will not draw cheques by any means and/or in any manner which may enable a cheque to be altered or may facilitate fraud or forgery. The account holder should write the amount, both in words and figures in the spaces provided on the cheque, as close to each other and to the left-hand margin as possible so as to leave no space for insertions. The word "only" should be added after the amount stated in words. Only Arabic numerals should be used for figures.

All cheques must be written in non-erasable ink or ball-point pen in Chinese or English and be signed in conformity with the specimen signature registered

with the Bank.

Any alteration on a cheque must be confirmed by the full signature of the drawer. The account holder acknowledges that the Bank will not be held responsible for losses arising from alterations which cannot be readily detected.

The account holder agrees that:

- a. cheques drawn by the account holder which have been paid may, after having been recorded in electronic or other form as determined by the Institution, be retained by the collecting bank or Macau Clearing House ("MCH") for such period as is stated in the rules relating to the operation of the Clearing House for the related currency and after this, they may be destroyed by the collecting bank or MCH as the case may be;
- b. the Institution is authorized to contract inter alia with collecting banks and MCH in accordance with the terms of paragraph (a); and
- c. he/she will be bound by the conditions printed on the inside cover of the cheque book and by other conditions in force.

2.3 Returned Cheques

The Bank reserves the right to return cheques with insufficient funds in the account, technical error or any other reasons and to impose a service charge in respect of returned cheques.

2.4 Stop Payment Order

An account holder may cancel (countermand) payment of a cheque at any time before it is paid by providing verifiable instructions (e.g., written notice matching the specimen signature or in-person verification) to the Bank, clearly identifying the cheque by number. The Bank reserves the right to verify the instruction's authenticity but shall not impose a waiting period for processing valid requests. For clarification:

- a. if the account holder identifies the cheque in question by reference to other details in addition to the cheque number, the Bank shall not be responsible to ensure that other details correspond with the details of the cheque in question identified by number;
- b. if the account holder identifies the cheque in question by reference to other details instead of identifying the cheque number, the Bank shall not be required to take any action; however, the Bank may in its discretion and without responsibility follow such instruction; and
- c. if the account holder cancels (*countermand*) payment of a cheque by means of an instruction which cannot be verified by the Bank (*not limiting to by telephone or facsimile instructions*), the Bank shall not be required (*obliged*) to take any action; however, the Bank may in its discretion and without responsibility follow such instruction.

When the account holder cancels (*countermand*) payment of a cheque by means of an instruction to the Bank which cannot be verified by the Bank and regardless of whether or not the Bank acts on such instruction, the account holder shall immediately confirm such instruction to the Bank in writing and in a manner so that the Bank may verify the authenticity of such instruction. The Bank shall only be bound to follow the instruction once it is authenticated and before the cheque has been presented and paid and shall not be liable for having followed the unauthenticated instruction should that instruction be incorrect (*erroneous*), false (*spurious*), unclear (*ambiguous*).

2.5 Depositing items or inward remittances

- a. The account holder may deposit cheques or cash (collectively, referred to as the "item") in the currency of the account using any means accepted by the Bank from time to time. Before depositing an item, the account holder will ensure that the item is on its face in order. This includes ensuring that an item is appropriately dated and signed, with the amounts in words and figures matched.
- b. The Bank has the right to require the account holder to provide details of an item when depositing it. The account holder will provide accurate and complete details. The Bank is entitled to rely on the details provided by the account holder in issuing a receipt and processing the item. The Bank also has the right to verify any details provided by the account holder after issuing a receipt for the item. If there is any discrepancy between a receipt and the outcome of the Bank's verification, the outcome of the Bank's verification is final and binding on the account holder. The Bank is entitled to adjust the applicable account accordingly.
- c. An item or inward remittance may be in Patacas or Hong Kong dollar or any other currency and may include a payment pursuant to the standing instruction of another person. The Bank accepts each inward remittance or item for deposit into an account subject to final payment or clearing. The Bank may not make the proceeds available for use until receipt of unconditional payment. If unconditional payment of an inward remittance or item is not actually received by the Bank for any reason (including insufficient funds for effecting payment), the Bank has the right to debit the relevant account with the appropriate amount plus any charges.

3. SAVING ACCOUNT

- 3.1 Savings accounts include Hong Kong dollars, Macau patacas, Renminbi, foreign currency, and precious metal savings accounts. The account holder agrees to comply with the savings deposit regulations printed on the savings passbook and to keep the passbook properly.
- 3.2 For foreign currency savings accounts and precious metal accounts, account holder(s) agree that the Bank may, according to the following terms, operate the account based on the account holder's instructions at any time:
 - a. Account holder(s) authorize the Bank to handle all related accounts, including but not limited to current deposits, savings deposits, notice and time deposits. Upon receiving these instructions, the Bank may allocate funds from any of the account holder's accounts at the Bank's exchange rate, and such funds are not subject to any limit, even if this may result in overdrawing or increasing the overdraft of my account. If the relevant account does not have sufficient deposits, the Bank has the right not to process it.
 - b. Account holder(s) confirm that the Bank has no obligation or responsibility to inquire about the purpose of payment for the aforementioned accounts.
 - c. Account holder(s) hereby confirm and agree to entrust the Bank to buy or sell any currency, foreign exchange forward contracts, precious metals, etc. on the account holder's behalf based on the account holder's telephone instructions. Account holder(s) should bear all risks/consequences. Account holder(s) agree that, after the Bank accepts such requests, if any disputes arise from the execution of such telephone instructions, Account holder(s) voluntarily waive the right to dispute. Account holder(s) also unconditionally agree to take the Bank's buying and selling records as evidence.
 - d. Account holder(s) confirm and agree that the Bank shall not be held responsible for any fraudulent or impersonating transactions or instructions.
 - e. The income and expenses of account holder's foreign currency/precious metal deposit accounts, as well as the account balance, shall be based on the Bank's own accounts and records (except for obvious errors). Account holder(s) are willing to accept the records as the Bank's records of their related account balance and income and expenses, regardless of whether such income, expenses, or balances have been recorded in the passbook, monthly statements, or any other documents.
 - f. Account Holder(s) agree that partial purchase may only occur where the Account Holder expressly elected to accept partial execution when submitting the purchase instruction. If elected, and the amount withdrawn from the account by the Bank according to account holder's purchase instructions is

insufficient to pay for the requested quantity of precious metals or foreign currency, the Bank has the right to purchase a smaller quantity of precious metals or foreign currency based on the available cleared balance in the account holder's account, with prompt transaction confirmation to the Account Holder. Absent such express election, the Bank may reject the instruction in full and shall not partially execute the purchase. Nothing herein shall exclude liability which cannot be excluded under applicable law.

If any disputes arise in the future due to the processing of the account holder's aforementioned requests, which result in any losses to the Bank, the account holder(s) agrees to assume, jointly and individually, any liability arising from the aforementioned instructions and authorizations. The account holder(s) acknowledge that the content of the foreign currency deposit/precious metal account opening agreement has been explained in a language that the account holder(s) understand and fully agree to it.

- 3.3** As for the All-in-One Account, the account can only be in Hong Kong dollars as the specified currency. The All-in-One Account can be an interest-bearing or non-interest-bearing account for monthly statements. The account holder must maintain total assets equivalent to or exceeding HKD 2 million per year (assets include deposits, funds, and securities held with the bank and other investment products). If the daily balance is maintained above a specified amount, interest will be credited on a daily basis and deposited into the customer's account on a monthly basis. The bank will calculate interest based on the available balance in the All-in-One Account (and the unsettled amount of checks within the account will not be included in the calculation).

4. FIXED DEPOSITS

- 4.1** The terms of fixed deposits, including interest rates, deposit periods, and currency types, shall be agreed upon by both parties before their establishment and shall be evidenced by a notice or confirmation letter issued by the bank in accordance with this agreement. The interest rate for notice deposits may be changed by the bank without prior notice to the account holder.
- 4.2** Upon maturity of this deposit certificate, the depositor shall present valid identification documents and the signature equivalent to the account-opening seal to the branch where the account was opened for redemption.
- 4.3** If the depositor is unable to personally visit the bank upon maturity and entrusts another person to collect the deposit, a formal letter of authorization should be provided to the bank to deliver the deposit to the authorized person, to ensure prudence.
- 4.4** The information on the deposit certificate is for the customer's reference only, and the customer's account balance and related information shall be based on the bank's records.
- 4.5** Cheques deposited must be cleared before they can be considered valid.
- 4.6** If the bank does not receive any instructions to renew or withdraw the fixed deposit, the interest on the non-renewed fixed deposit will only be calculated until the maturity date. The interest for the overdue period will be calculated at a floating interest rate determined by the bank on a daily basis.
- 4.7** Fixed deposits cannot be withdrawn or terminated before maturity. Any request for early withdrawal or termination before maturity must be approved by the bank. The bank has the right to recover the interest already paid on the prematurely withdrawn fixed deposit and charge a reasonable amount of handling fees, which may be deducted from the principal.

5. CARDHOLDER ACCOUNT OPERATIONS

- 5.1** Customers shall not be held responsible for unauthorized transactions resulting from the following reasons: (a) computer crimes that the bank's security system failed to prevent; (b) inappropriate transactions resulting from the bank's personnel or system errors causing financial losses or misplacements; or (c) omissions or errors in payments caused by the bank. The customer has the right to request the bank to reimburse any interest or penalties incurred due to omissions in payments caused by the aforementioned reasons (a), (b), or (c).
- 5.2** Customers agree that their right to withdraw funds is subject to the laws, regulations, and ordinances of Macau, the country where the withdrawal request is made, and (if withdrawing through an ATM) the country where the institution owning the ATM is located.
- 5.3** For any transactions conducted through an ATM, the customer may choose to receive an instant printed notification. The bank will not provide separate printed notifications or confirmations for such transactions (unless otherwise required by any laws or regulatory provisions), but the transaction will be recorded in the monthly statement. The transaction details and account balance recorded by the bank shall be considered conclusive.
- 5.4** The bank may establish or change the daily transaction cutoff time from time to time without prior notice or responsibility to the customer. Any transactions conducted through self-service banking services (ATM services) after the cutoff time shall be deemed as transactions valued on the next business day.
- 5.5** In the event of loss or theft of the card, the cardholder must immediately notify the bank in writing or through other means accepted by the bank. However, until the bank receives formal written notification, the cardholder shall remain fully responsible for the consequences of card usage. The cardholder also agrees to pay the bank for the issuance of a replacement card.

6. INVESTMENT SERVICES

6.1 Definitions

In this Clause 6, unless the context otherwise requires:

"Investment Services" means the Services in respect of Investment Products.

"Investment Products" means any (i) foreign exchange (including spot, options, swaps, forwards and non-deliverable forwards, currency linked Structured Products and dual currency linked investments); (ii) commodity products (including commodity linked Structured Products); (iii) equity products (including shares, common stock, debenture stocks, loan stocks, exchange traded funds/ notes, preferred stock, scrippless securities and equity linked Structured Products); (iv) fixed income products (including bonds, notes, debentures, certificates of deposits, treasury bills, debt certificates and structured notes); (v) credit or interest rate linked Structured Products; (vi) investment funds (including private equity funds, hedge funds, mutual funds, units trusts and fund of funds); (vii) combination of one or more of any of the above products or otherwise falling within the definition of Securities, Structured Deposit or Structured Products; or (viii) any other product as the Bank may from time to time determine to be an "Investment Product".

"Product Agreement" means an agreement for Investment Products.

"Services" means any and all banking services, Facilities, Investment Services, custodian services and any and all other services and products made, or to be made, available by the Bank to the account holder from time to time.

- 6.2 The account holder agrees that the Bank may accept any rebate or reallowance from any stockbrokers, underwriters or fund houses engaged in the Investment Services for the account holder.
- 6.3 The account holder agrees that the Investment Products held in the account holder's account may be held by the Bank or by its agents at the Bank's discretion.
- 6.4 Unless otherwise specifically agreed by the Bank, the Bank is providing the Investment Services on a non-discretionary basis and the Bank will not make any investment decisions on behalf of the account holder:
- each and every transaction to be conducted by the Bank for or on behalf of the account holder shall be upon the account holder's specific instructions;
 - the account holder will be responsible for all decisions in investing in, holding or disposing of Investment Products;
 - before entering into any transaction, the account holder shall fully understand and assess the nature, features and risks of the transaction and the Investment Products having regard to the account holder's investment objectives, financial situation, investment experience and other relevant circumstances, and shall seek independent professional advice as the account holder consider appropriate. The Bank shall perform suitability assessment in accordance with AMCM requirements for investment products where applicable; the outcome of suitability assessment does not constitute investment advice to the account holder; and
 - the Bank has no duty to monitor the performance of the Investment Products on an on-going basis.
- 6.5 The mere provision of marketing or promotional materials relating to any Investment Products for general information purposes without regard to the individual circumstances of the account holder does and shall not of itself constitute any personal investment advice or recommendation by the Bank to the account holder.
- 6.6 The Bank may effect transactions with or for the account holder as principal or agent. Unless otherwise indicated in the Product Agreement or agreed by the Bank or notified to the account holder, the Bank will act as agent of the account holder in the transaction.
- 6.7 The account holder will enter into a Product Agreement with the Bank when utilizing the Investment Services provided by the Bank. If there is any conflict or inconsistency between any provision in the Product Agreement and any provision in the other Parts of these Terms and Conditions, the provisions in the Product Agreement shall prevail to the extent of such conflict or inconsistency.

7. TERMS FOR BDA E-BANKING SERVICES AGREEMENT

BANCO DELTA ASIA S.A. (hereinafter the "Bank") is committed to combining electronic technology with banking services to provide Clients with safe, convenient and efficient banking services. These Terms for BANCO DELTA ASIA S.A. e-Banking Services (hereinafter these "Terms") are applicable to e-Banking Services provided by the Bank to the Clients. By using or attempting to use the e-Banking Services, the Client acknowledges that the Client has accepted and agreed to be bound by all of the following terms of this agreement.

7.1 Definitions and interpretations

- a. Unless otherwise provided by law, the following terms shall have the meanings as defined below in these Terms:

"Mobile Banking Service" means the e-Banking services provided by the bank to customers by means of mobile phone login, according to which the customer can perform banking transactions or obtain banking services from the bank by downloading the client program to the mobile phone and entering the e-Banking by user name and login password. **"Online Banking Services"** means the e-Banking Services provided by the Bank to the Client via Internet. The Client may carry out banking transactions or access banking services by electronically inputting the user name and login password at the designated website of the Bank.

"Agreement Signing" means the signing arrangement for e-Service Instruction or other communication documents as set out in the agreement in relation to e-Banking Services, and the subsequent change of signing arrangement as notified in writing by the Client to and accepted by the Bank.

"Bank" means BANCO DELTA ASIA S.A.

"Agreement" means the agreement between the Client and the Bank in relation to provision of e-Banking Services.

"Business Day" means a day on which the Bank is open for business.

"Client" means a person who uses the e-Banking Services provided by the Bank. **"Electronic Input"** means the electronic message sent to the Bank via electronic equipment, which is received and approved by the computer system of the Bank.

"Instruction" means the electronic instruction of the e-Banking Services.

"e-Service Instruction" means any instruction given by the Client to the Bank via Electronic Input subject to the provisions and procedures set out in Paragraph 4.4.c of these Terms.

"e-Banking Number" means the identification number issued by the Bank to the Client for his application for the use of telephone banking services.

"e-Banking Password" means the identification password issued by the Bank to the Client for his application for the telephone banking services to carry out banking transactions, and the identification password set by the Client subsequently.

"Password" generally refers to e-Banking Password, Login Password, User Password or other password of the Client for use of the e-Banking Services.

"Transaction" means the execution of instructions or provision of relevant banking services by the Bank from time to time or at its absolute discretion through lawful and reasonable approaches.

"Two-Factor Authentication Tool" means the electronic instrument or random password provided or designated by the Bank and/or provided by a third party certification institution upon approval of the Bank for confirmation on the identity of the Client. Below are valid electronic instrument or random password (which are not conclusive, and the Bank may provide or designate the channel to be used or service method to be provided):

"e-Certificate" means the electronic certificate issued by the Post Office of the Macau Special Administrative Region, which is an electronic document for storing the identification information of Client and for digital signing on sensitive information of electronic banking sent by the Client.

"One-Time Passcode" means a randomly changing password generated based on the Client's private identity information upon introduction of uncertain factors, so that the password used by the Client each time is dynamically variable and unpredictable. The One-Time Passcode will be generated and issued by an electronic instrument provided or designated by the Bank from time to time, and/or a One-Time Passcode message received by the mobile phone number designated by the Client upon approval of the Bank. **"Terms"** means the Terms for BDA e-Banking Services and its amendments.

- b. The headings of paragraphs in these Terms are inserted for reference only and shall not affect the interpretation of these Terms.

- c. Unless the context otherwise requires:

- (i) words importing the singular include the plural and vice versa;
- (ii) words importing a gender include other genders;
- (iii) words importing a person include all legal entities with or without legal personality.

- d. The English version of these Terms is for reference only. In case there is any discrepancy between the Chinese version and the English version, the Chinese version shall prevail.

7.2 Scope of services

- a. The Bank may adjust the banking services and scope of transactions provided under the e-Banking Services from time to time.
- b. The Bank has the absolute discretion to refuse execution of any instruction from the Client or withdraw any transaction made by following the e-Service Instruction without prior notice or giving any reason. In addition, the Bank has the absolute authority to cancel or suspend all or any part of the method or channel through which the e-Banking Services are provided.
- c. The Bank has the absolute discretion to take the Client's instruction to be the agent of the Client to execute other transactions with a third party on his behalf. In such circumstance, the sole responsibility of the Bank is to forward or transfer the instruction to the third party, and the Bank shall be deemed to have discharged its responsibility when the relevant instruction is transferred. The Bank shall not be responsible for the act, default, omission, non-compliance, non-performance, delay, fraud or negligence of such third party or take any contingent liability as a result thereof (including without limitation such third party's failure to execute or delay in execution of an instruction issued by the Bank on behalf of the Client). The Client acknowledges and confirms that the transactions executed with a third party by the Bank as the agent of the Client are subject to the applicable law. In addition, in order to execute such transactions with the third party, the Client agrees and authorizes the Bank to disclose any information of the Client to such third party.
- d. The Client acknowledges that the Client shall be solely responsible for any and all losses as a result of the suspension or cancellation of the e-Banking Services for whatever reason, or the Client's failing to use the e-Banking Services for any other reason, and shall have no claim against the Bank. The Client shall implement his intended transactions by other methods.
- e. The Client acknowledges that he shall agree to enter into or confirm the investment service agreement and other relevant agreements at the counter and/or any channel for the use of e-Service Instruction to carry out foreign exchange, gold and/or precious metals, funds, securities and other investment and financial management transactions, he is fully aware of the risks in relation to the investment businesses, and shall be solely responsible for the consequences resulting from the investment transactions by use of e-Service Instruction.

7.3 Terms governing any individual transactions

- a. In addition to these Terms, any transaction conducted by use of the e-Service Instruction shall also be subject to the terms governing the relevant category of transactions. The Client acknowledges that he will continue to comply with and be bound by such terms.
- b. In case there is any conflict between the terms governing the relevant category of transactions and these Terms:
 - (i) if the individual terms governing the relevant category of transactions contain any priority provision on these Terms and the relevant individual terms, then such priority provision shall be followed in determining which terms shall prevail;
 - (ii) if the individual terms governing the relevant category of transactions do not contain any priority provision on these Terms and the relevant individual terms, then the relevant individual terms shall prevail.

7.4 Use of e-Service Instruction

- a. The Client shall be responsible at his own expense to apply for, install, acquire and maintain proper equipment for use of the e-Banking Services or, as the case may be, give instructions to the Bank.
- b. For the purpose of using the e-Banking Services via mobile communication system, the Client has registered or will register at the relevant communication network provider, and will apply for the equipment as designated by the Bank. The Client shall be solely responsible for the arrangement between the Client and the communication network provider.
- c. Any e-Service Instruction must be issued:
 - (i) through mobile communication system, or via the machinery or computer or other equipment as approved by the Bank for use of the e-Banking Services, and
 - (ii) upon/at the request of the Bank (such request may be issued in the form of electronic image or digital sound or other electronic means, as the case may be), the Client must input the following information through Electronic Input:
 - his e-banking account number or user name in relation to the e-Banking Services; and
 - his password in relation to the e-Banking Services; and/or
 - any other information in relation to the identity of the Client (including without limitation the name, identity card number etc. of the Client); and
 - upon/at the request of the Bank (in the form as mentioned above), the Client shall select the transactions to be executed and provide or input the information and details as requested by the Bank.
- d. The Client agrees that, unless otherwise agreed by the Bank expressly, any change, amendment or withdrawal of an e-Service Instruction issued by the Client through mobile communication system must be issued through the same mobile communication system. The Client acknowledges that the Bank may choose to use other media to communicate with the Client on the transactions made through the mobile communication system.
- e. Without prejudice to the Bank's right to refuse accepting any direction under Paragraph 7.2.b of these Terms, all directions shall be irrevocable with final binding effect on the Client once issued under Paragraph 7.4.c of these Terms, no matter whether such instructions are issued by the Client himself or by any other person on his behalf (with or without authorization).

7.5 Acceptance and execution of instructions

- a. For purpose of any instruction, upon receiving an instruction issued under Paragraph 7.4.c of these Terms, the Bank shall consider such instructions to be given by the Client. The Client shall be responsible for all transactions in relation to execution of such instructions and all liabilities resulting therefrom.
- b. Unless otherwise agreed, the Bank only accepts or executes an instruction in relation to a transaction. But in case any instruction in relation to any other arrangement is accepted or executed by the Bank, regardless of the reason of acceptance or execution, such instruction and the arrangement executed according thereto shall be binding on the Client.
- c. Only instructions issued to the Bank during the time when the Bank accepts individual category of transactions at its absolute discretion will be accepted and executed by the Bank.
- d. The Client is aware of the risks of error, delay or incomplete information that may incur in the communication. The books and records of the Bank shall be the final evidence of the relevant transaction records unless the Client proves that the Bank has made a manifest mistake.
- e. The Client shall follow up on whether the individual transaction has become valid, and declare he is aware that some transactions may be automatically rejected due to the setting of the system, the Client confirms that he will bear the risks arising therefrom.
- f. Notwithstanding any contrary provisions governing the relevant individual transaction product, the Bank may generate orders, execute arrangements and record transactions to implement any client instruction without prior verification of :
 - (i) whether sufficient funds or pre-approved credit balances are held in the client's designated account; and/or
 - (ii) whether sufficient eligible instruments or assets are available in the client's account for instruction execution .
- g. The Bank shall have no obligation to accept or execute any instruction if the designated account lacks sufficient funds, pre-approved credit balances or eligible assets to complete the proposed transaction, and the Bank shall not be liable for any consequences arising from non-execution caused by such insufficiency.
- h. The Bank reserves the absolute discretionary right to accept and execute instructions even where the client's designated account has insufficient funds or pre-approved credit balances, without prior notice to or consent from the client. The client shall be solely and fully liable for all resulting account debits, unauthorized overdrafts, advances or credit limit increments, together with all standard Bank charges applicable thereto. All outstanding balances and accrued interest shall be repayable in full upon demand by the Bank. Interest shall accrue daily from the date of instruction execution to the date of full repayment, calculated at the prevailing overdraft interest rate set by the Bank from time to time.
- i. If any debt exists under Paragraph 7.5.h of these Terms, the Bank has the right (but shall not be obliged) to enter into another transaction at any time and price (without any obligation to obtain the best price) as it considers necessary to offset or counter trade the transaction executed in accordance with the instruction without notifying the Client. Any loss, damage, liability or cost suffered or incurred as a result thereof shall be borne by the Client, and shall be deducted by the Bank from any account of the Client as determined by the Bank. However, any proceeds are absolutely vested in the Bank and shall be retained for the Bank's use and benefit. Any written certification issued by the Bank on such loss, damage, liability or cost shall be final and binding on the Client.
- j. Without prejudice to Paragraph 7.5.c of these Terms, even if the Bank has received and immediately executed an instruction outside the normal business hours of banks in the Macau Special Administrative Region, under the discretion of the Bank, any transaction immediately executed in accordance with the instruction may be deemed to be effective on the following day / next few days.
- k. For any transaction in which the Client instructs via the e-Banking Services to transfer funds from the relevant account, the Bank shall not be liable if the receiving bank refuses or delays payment of the funds to the intended payee for any reason.

7.6 Notice and irrebuttable evidence

- a. Unless otherwise determined by the Bank, the Bank will not issue any notice for the transaction executed in accordance with the instruction via e-Banking ("e-Banking Instruction"). If the bank decides to issue notice to the Client on certain e-Banking transactions in relation to deposit and/or withdrawal as it executed in the account in accordance with an e-Banking Instruction to set out such e-Banking transactions, such notice will be periodically or immediately sent to the Client by the Bank electronically for records, or kept at the Bank for the Client to collect upon the Client's request, but shall be deemed to have been sent to the Client for handling.
- b. If the Client makes any e-Banking Instruction in any period during which the notice on e-Banking Services is issued, and it is clear that the bank will issue notice setting out such e-Banking transactions, while the Client fails to receive such notice after a reasonable period of time, the Client acknowledges that he shall inform the Bank in an appropriate manner. The Client also acknowledges that the Client's request to keep at the Bank for collection or sending via e-Statement represent that the Client has received the relevant notice and/or statement.
- c. The Client shall be responsible for checking and verifying the contents of any statement and/or notice and shall, within 30 days upon issuance of the relevant statement and/or notice or any time period as agreed by the parties or any reasonable time as determined by the Bank, report any error or omission or discrepancy in the statement and/or notice to the bank. Otherwise, the Client shall be considered to have confirmed the contents of the notice even if the Client has not had the opportunity to verify the account statement or passbook (as the case may be) in relation to the electronic transactions during such period.
- d. If the Client requests the Bank not to issue any notice on electronic transactions to him and such application is accepted by the Bank, the Client shall be responsible for verifying the electronic transaction records in the relevant account statement or passbook (as the case may be).
- e. A notice requested by the Client to be kept at the Bank will be retained for a certain period of time (the Bank may change the retention period from time to time and at any time without prior notice to the Client), in case such notice is not collected by the Client after the retention period for the notice, the Bank has the right to dispose of the notice at its discretion without prior notice to the Client.
- f. The Client authorizes the Bank to make independent records in the Client's designated account for the relevant transactions executed through e-Service Instruction.
- g. The Client acknowledges that all instructions may be recorded. Any book and record of the Bank for any instruction and/or execution thereof, except those with obvious errors, shall be irrebuttable evidence at all courts to the Client in all respects.

7.7 Proceeds from execution of transactions through e-Service Instruction

- a. Unless otherwise agreed by the Bank, any proceeds payable to the Client from any transaction completed through e-Service Instruction may only be credited to the bank account with the account holder name identical to that of the Client or deposited at the Bank in the name of the Client.
- b. If the Bank receives any challenge, claim or dispute (with or without sufficient grounds) on any proceeds from transaction, the Bank may (but shall not be obliged to) at its absolute discretion refuse to allow or execute any withdrawal and/or disposal of any proceeds from transaction, until such dispute or challenge on the relevant transaction is clarified with the Bank to its satisfaction.

7.8 Limitation on transactions through e-Service Instruction

- a. The Bank may, at any time and from time to time upon notifying the Client in advance, set the maximum and/or minimum daily/per item total amount and/or personal transaction limit with respect to the amount, quantity or currency of transactions executed through e-Service Instruction, provided that the Bank may waive or change any limitation on transactions if it considers appropriate.
- b. Unless otherwise agreed by the Bank, instructions are limited to those in relation to transactions carried out or executed between different accounts under the name of the Client (except for enquiries on financial news).
- c. The Client hereby agrees and acknowledges that any e-Banking Services arrangement for payment between different accounts (whether belong to the Client or any third party) must be approved by the Bank before being accepted, and such arrangements shall be subject to the daily transfer or withdrawal limits or procedures as determined by the Bank from time to time. For the avoidance of doubt, in case any lower daily maximum limit has been approved for any third party account, such limit (rather than the limit previously set by the Bank) will prevail.
- d. The Client acknowledges that the e-Banking Services are operated on a digital system. If the Client's instruction to the bank involves payment between different accounts, the Bank will act based on the account number provided by the Client through Electronic Input. The Client must verify that the account number is correct before issuing the relevant instruction.
- e. The Client shall be solely responsible for any loss due to incorrect entry of account number by the Client.

7.9 Password and authorized users

- a. The Client hereby undertakes to keep the Password confidential.
- b. The Client acknowledges that the Client must attend the Bank in person to collect the default password issued by the Bank or the default password issued by the Bank in any other manner as determined by the Bank. For purpose of the Online Banking Services, at the request of the Bank at its discretion, the Client may have to reset the password before carrying out other transactions.
- c. In case the Client loses the Password or if there is any actual or suspected unauthorized use of Password, the Client must notify the Bank in writing immediately. Before such notice is actually received by the Bank, all transactions executed under instruction of the Client by using e-Banking Services through Electronically Inputting the relevant password shall be deemed transactions made by the Client.
- d. The Client acknowledges that the e-banking password may be used by unauthorized persons or for unauthorized purposes, and agrees to fully assume such risks.
- e. The Client acknowledges that for the Bank to provide Two-Factor Authentication Tool, the Client will attend the Bank in person to sign the application for use of Two-Factor Authentication Tool, and comply with the relevant provisions in this agreement. For purpose of the e-Banking Services, upon the Bank's request at its discretion, the Client may, at the time when making the transactions, have to operate the relevant Two-Factor Authentication Tool and/or receive One-Time Passcode as shown and/or Electronically Input the One-Time Passcode etc. to enable the Bank to authenticate the Client's identity. Use of such electronic devices or One-Time Passcodes shall be agreed by the Bank, which has the absolute discretion to determine the withdrawal or suspension for the use of such electronic devices or One-Time Passcodes at any time.
- f. The Client acknowledges that the Two-Factor Authentication Tool and/or related electronic equipment are kept safe from possible use by unauthorized persons or for unauthorized purposes, and agrees to fully assume the risks and responsibilities arising therefrom.

7.10 Information

- a. The Client acknowledges that all information provided to the Bank at any time is true and complete to the Client's best knowledge and belief. If there is any material change to the Client's information or if the information becomes untrue or misleading, the Client must notify the Bank as soon as possible.
- b. In the course of transaction, all information reported by the Bank (including without limitation exchange rates, interest rates and market prices of securities and precious metals) is for reference only, and the information shall not be binding on the Bank unless the Client confirms the transaction within the specified period of time.
- c. The Client agrees and acknowledges that the stock price information in relation to securities is provided by the Bank or other information providers selected by the Bank. Although the Bank and Hong Kong Exchanges and Clearing Limited and/or other information providers endeavor to ensure the accuracy and reliability of the information provided, the Bank and Hong Kong Exchanges and Clearing Limited and/or other information providers do not guarantee the accuracy and reliability of the information, and shall not be liable for the loss suffered by the Client due to the inaccuracy or incompleteness of the information.

7.11 Service fees

- a. The Bank has the right to charge for provision of e-Banking Services for handling the instructions. The Bank may change such fees any time at its discretion. The Client hereby authorizes the Bank to deduct such fees from any account of the Client with the Bank.
- b. The Bank reserves the right to retain all profits, rebates, commissions, fees, benefits or other proceeds (if any) arising from or in connection with the Bank's provision of e-Service Instruction and implementation of transactions in accordance with the instructions for the Bank's own use and benefit.

7.12 Liabilities of the Bank

- a. The Bank shall not be liable for any loss or damage suffered by the Client or any other person due to:
 - (i) cancellation of provision of e-Banking Services or any part thereof; and/or
 - (ii) cancellation or suspension of any transaction to be implemented under the instruction through e-Banking Services or failing to be implemented or executed of any instruction directly or indirectly as a result of any circumstance or event outside the control of the Bank; and/or
 - (iii) any mechanical, electronic or other malfunction, failure, interruption, deviation or deficiency of the Bank's telecommunications or computer systems or other equipment or devices, or erroneous transmission of any instruction, notice or any errors in the execution of any instructions (other than gross negligence or willful misconduct of authorized staff of the Bank), or any delay, loss (including loss of profits or any economic loss), cost or damage suffered by the Client as a result thereof.
 - (iv) any delay, interruption or suspension caused by any third party (including without limitation the service providers or equipment suppliers), which has interfered with, affected or disrupted the Bank's performance of its obligations under these Terms.

7.13 Indemnification by the Client

- a. The Client shall indemnify the Bank against all kinds of loss, damage, expense (attorney's fee or otherwise), litigation, demand, claim, legal procedure (whether actual or contingent) suffered or incurred by the Bank due to its provision of e-Banking Services to the Client or implementation of transactions through e-Service Instruction. Upon request, the Client shall pay the Bank (whose decision shall be final and binding on the Client) all amounts (whether actual or contingent) suffered or incurred by the Bank, together with the interest accrued from the date when the Bank first paid or incurred such amount to the time when payment is actually made by the Client in full, the interest rate (whether before or after judgement) shall be the applicable interest rate determined by the bank without an overdraft.

7.14 Notice

- a. The Bank may give notice or other communication to the Client verbally, in writing, electronically in the Bank's website or in a newspaper or other form as it deems appropriate.
- b. When any staff or agent acting for the Bank gives notice to the Client or (as the case may be) any person consisting the Client or any of its authorized signatory orally in person or by phone, such oral notice or message will be deemed to have been duly delivered to and received by the Client
- c. Any written notice or communication shall be deemed to have been duly served to and received by the Client:
 - (i) if delivered in person, at the time of delivery;
 - (ii) if posted by pre-paid postage, 48 hours after posting (seven days after posting if the Client's address is outside the Macau Special Administrative Region);
 - (iii) if sent by fax, at the time of transmission; and
 - (iv) if sent by any other means of telecommunications, at the time of sending.
- d. Any written notice or electronic communication sent by the Bank to the Client will be deemed to have been duly delivered to the Client upon sending out to the Client's last known address or fax number or email or mobile phone number as recorded with the Bank.
- e. If the Client consists of two or more persons, any written notice or other communication sent to the last known address as recorded with the Bank or the last known address of any person consisting the Client shall be deemed to have been effectively delivered to the Client.
- f. Besides the manners in which notices are given under Paragraph 7.14.a, all notices and announcements issued by the Bank posted or displayed in a branch of the Bank or at the lobby of a branch as determined by the Bank at its absolute discretion for three consecutive business days shall be deemed to have been duly issued and effectively communicated to the Client.
- g. Any notice or communication from the Client to the Bank must be made in writing. Such notice shall be deemed to have been received when it is addressed and delivered to the Bank's principal place of business or other branch in the Macau Special Administrative Region as determined by the Bank for the time being and notified the Client and upon it is actually received by the Bank.

7.15 Miscellaneous

- a. If the Client consists of two or more persons, they shall be jointly and severally liable under these Terms.
- b. Each of the terms and provisions in these Terms shall be severable to and independent of the other terms. In case any one or more terms or provisions become invalid or illegal or unenforceable at any time, the validity, legality and enforceability of the remaining terms under these Terms shall not be affected or impaired.

7.16 Amendment of these Terms

- a. The Bank may amend the provisions of these Terms from time to time. Notice of amendment shall be given by the Bank by any method set out in Paragraph 7.14.a. The amendment shall take effect 30 calendar days after the date of such notice. If the Client does not terminate the e-Banking Services before the effective date of the amendment, the Client shall be deemed to have accepted the amended Terms, and the amended Terms shall bind the Client from the effective date.
- b. Notwithstanding the foregoing, the Bank may implement amendments without prior notice and with immediate effect only where such amendments are:
 - (i) required or mandated by Macau law, judicial order, or binding requirement issued by AMCM or other competent authorities;
 - (ii) purely administrative amendments that do not alter the rights, obligations, fees, liabilities or risk allocation of the Client.
- c. If the Client objects to the amendment, the Client may terminate the e-Banking Services prior to the effective date of the amendment without penalty.

7.17 Compliance in relation to financial crimes

- a. The Bank has full right to decide taking any action and measure as considered appropriate by the Bank to perform its obligations according to all applicable law, regulations, regulatory guidance and policies (including policies of the Bank), which shall include without limitation refusing or postponing the relevant trading instruction or service application, provision of limited services or termination of relationship with the Client with respect to prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud and sanctions. The Bank or any agent of the Bank shall not be liable or compensate for any loss or damage suffered by the Client or any third party in connection with the above measures.

7.18 Termination

- a. The Client may terminate the e-Banking Services at any time.
- b. The Bank may terminate the e-Banking Services by giving at least 30 calendar days' prior written notice to the Client, stating the specific reason for termination. The Bank may terminate without prior notice only if: (1) the Client commits fraud or gross negligence in using the Services; (2) the Client violates anti-money laundering laws; or (3) continuation of the Services would breach Macau regulatory requirements. The Bank shall notify the Client of such termination within 24 hours of taking action.
- c. Termination of these Terms or accounts or services shall not affect the accrued entitlements or surviving transactions. The Bank shall remain to be authorized to settle any outstanding transactions.

7.19 Law

- a. These Terms are entered into and construed in accordance with the law of the Macau Special Administrative Region. Any dispute arising during the performance of these Terms shall be resolved by negotiation, failing which any party may sue at the court of the Macau Special Administrative Region.

APPENDIX 1

USE OF ACCOUNT HOLDER INFORMATION OTHER THAN PERSONAL DATA

The following terms supplement Clause 1.30 and relate to the use, store, process, transfer and disclosure of Account Holder Information other than Personal Data. Terms used in this Appendix 1 shall have the meanings set out in Clause 1.30 of these Terms and Conditions.

The purposes for which Account Holder Information (other than Personal Data) may be used are as follows:

- a. considering applications for Services;
- b. approving, managing, administering or effecting Services or any transaction that the account holder requests or authorizes;
- c. meeting Compliance Obligations;
- d. conducting Financial Crime Risk Management Activity;
- e. collecting any amounts due from the account holder and from those providing guarantee or security for the account holder's obligations;
- f. conducting credit checks and obtaining or providing credit references;
- g. enforcing or defending the Bank's or a member of the BDA Group's rights;
- h. meeting internal operational requirements of the Bank or the BDA Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
- i. creating and maintaining the Bank's credit and risk related models;
- j. ensuring ongoing credit worthiness of the account holder and of those providing guarantee or security for the account holder's obligations;
- k. marketing, designing, improving or promoting Services or related products to the account holder (and to Connected Persons to the extent permissible by Laws) and conducting market research;
- l. determining the amount of indebtedness owed to or by the account holder and by those providing guarantee or security for the account holder's obligations;
- m. complying with any obligations, requirements or arrangements that the Bank or any branch of the Bank or any member of the BDA Group is expected to comply according to:
 - (i) any Laws or Compliance Obligations;
 - (ii) any codes, internal guidelines, guidelines or guidance given or issued by any Authorities;
 - (iii) any present or future contractual or other commitment with any Authorities with jurisdiction over all or any part of the BDA Group; or
 - (iv) any agreement or treaty between Authorities;
- n. complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the BDA Group or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of Financial Crime;
- o. meeting any obligations, demand or request from Authorities;
- p. enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the account holder to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- q. maintaining the Bank's or the BDA Group's overall relationship with the account holder; and
- r. any purposes relating or incidental to any of the above.

SHARING AND TRANSFER OF ACCOUNT HOLDER INFORMATION OTHER THAN PERSONAL DATA

The Bank may (as necessary and appropriate for all or any of the Purposes) transfer, share, exchange and disclose any Account Holder Information (other than Personal Data) to all such persons as the Bank may consider necessary (wherever located) including:

- a. any member of the BDA Group;
- b. any agents, contractors, sub-contractors, service providers or associates of the BDA Group (including their employees, directors and officers, agents, contractors, service providers and professional advisers);
- c. any Authorities;
- d. anyone acting on behalf of the account holder, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the account holder has an interest in securities (where such securities are held by the Bank or any member of the BDA Group for the account holder);
- e. any party acquiring an interest in or assuming risk in or in connection with the Services;
- f. other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references; and
- g. any party involved in any business transfer, disposal, merger or acquisition by the Bank or any member of the BDA Group.

Note: The Chinese version of these Terms is the authentic and binding version. The English version is provided for reference only. In the event of any discrepancy or inconsistency between the Chinese and English versions, the Chinese version shall prevail.