

(個人獨立戶口及聯名戶口適用)

注意：在適用時，戶口持有人可指眾數。

下列個人銀行客戶一般章則及條款（下稱「章則及條款」）適用於滙業銀行股份有限公司（下稱「本行」）所有戶口。此外，本行亦有適用於特定類型戶口的特定條款，其副本可向本行任何分行索閱。

1. 一般條款

1.1 本行與戶口持有人基本上為債務人與債權人的關係，但會因應本行所提供的服務類別而產生不同的關係，例如在提供保管服務上，本行與客戶的關係為託管人與委託人。

1.2 如戶口持有人屬數人，則：

- 如戶口持有人中任何一人或多於一人要求提供有關戶口的資料，或本行隨時及不時全權酌情決定，本行均獲授權可以不同形式及方式及至不同程度上向該等戶口持有人提供此等資料；
- 每名戶口持有人均受本章則及條款或其他規管戶口的章則及條款所約束。即使(i)任何其他人士或任何其他擬受此等章則及條款約束但並未受約束的人士或(ii)由於欺詐、偽造或其他原因（無論本行是否得悉有關不足）令此等章則及條款可能無效或無法對任何一名或多名戶口持有人執行；
- 本行有權與戶口持有人中任何一人分別處理任何事宜，包括(i)在任何程度上變更或解除任何責任或(ii)給予時間或其他方面的通融或與戶口持有人中任何一人另作安排而不損害或影響本行對其他人士的權利、權力及補償；
- 若戶口持有人中的任何一人均獲授權單獨運作戶口，本行獲授權履行任何一名此等戶口持有人發出與戶口有關的指示，包括但不限於結束戶口的指示，除非本行另行議定或規定。如戶口持有人中任何一人接納任何規限本行就戶口所提供的任何服務的章則及條款，則視每名及全部戶口持有人已適當地接納該等章則及條款，並因而受該等章則及條款所約束；及
- 就逾期日交易而言，本行將把在正常營運過程中執行指示之前最後收到的指示視為就此從戶口持有人收到的最後指示。

1.3 戶口持有人同意，本行對其所負債務將不超過經扣除由本行持控的任何結欠或提撥所有戶口持有人對本行所負各種形式債務的總額後，本行仍欠戶口持有人的淨金額，無論該等債務為實有、現有、將有、遞延、或有、基本性、擔保性、個別性、聯同性或其他（合稱「戶口持有人的總負債」）。在不損害以上條文的總括性前提下，並除去本行對任何戶口所可能擁有的一般性留置權、抵銷權或其他因持有抵押而產生的權利之外，戶口持有人同意，如戶口持有人於相關時間的總負債相等或超過本行當時對其所負的債務，本行有絕對全權並毋須給予戶口持有人通知，於本行對戶口持有人的任何負債到期付還或其要求償還時予以拒絕。如本行就對戶口持有人的任何負債行使此項權利，有關債務將大體按照本行行使此項權利前生效的章則及條款或依本行視當時情況而認為適當的其他條款而列為未付賬項，惟本行可隨時毋須給予戶口持有人預先通知而將其任何或全部結存或其在任何全部戶口的結存與戶口持有人總負債的任何部分或全部合併。如屬個人戶口持有人，則本行在本章則及條款下的權利不會因戶口持有人的死亡或法律上無行為能力而受影響。

本行保留權利僱用收數代理機構及第三方代收戶口持有人的任何欠款或逾期未付的款項。戶口持有人須承擔本行因催繳、追收、提出控訴或追討該等欠款或逾期未付的款項而支付的任何合理費用及開支（包括但不限於律師費、僱用收數代理機構（及該等其他第三方）代收而需支付的收賬費或其他開支）。

1.4 戶口持有人應以本行不時規定或接納的方式，包括但不限於用書面、傳真、電話、或透過自動櫃員機，或其他電子方式或媒介及/或其他方式或媒介發出指示、指令或通訊。

1.5 在提供銀行服務的過程中，本行（或其代理人）可能需要（但無義務）以錄音記錄戶口持有人的口頭指示或戶口持有人與本行（或其代理人）在該服務過程中的任何對話。本行保留在其認為適宜的一段時間之後將該等記錄銷毀的權利。

1.6 本行保留將已有縮微攝影/掃描的任何有關的戶口文件銷毀的權利，以及在其認為適宜的一段時間之後將已有縮微攝影/掃描件銷毀的權利。

1.7 如戶口持有人已設立戶口的直接付款授權，而連續30個月內未有根據該授權而作出過賬的紀錄，本行保留取消該直接付款安排的權利而毋須另行預先通知有關戶口持有人，即使該等授權並未到期或未有註明授權到期日。

1.8 戶口持有人應確保透過使用本行提供或接納的任何方式或渠道存入本行的所有支票及其他貨幣工具（統稱「票據」）在存入本行之前依次列於票面上，包括但不限於票據應填妥日期及簽署，大寫金額與數字金額須相符。若戶口持有人按要求需在將票據存入本行之時告知、填寫或輸入票據的各項詳情，戶口持有人同意全權負責確保其告知、填寫或輸入的該等詳情準確完整，且本行有權在開具收據時倚賴該等詳情。所開具的收據就所有目的而言須經本行隨後在其正常營運過程中核實後方可發出。若收據與本行的核實結果不符，本行的核實結果為最終決定，並對戶口持有人具約束力，且本行有權透過借記或貸記項目（視情況而定）相應調整戶口。凡已入賬的所有匯入匯款、支票及貨幣工具，均須待本行收受款項後方能作實。若未完成結算程序，本行有權不提供所得收益。如任何支票及貨幣工具隨後退回未收妥或僅部分被收妥，或匯款金額最終未收到，則無論其原因為何，本行保留在有關戶口內照數扣除適當款項的權利。

1.9 作為任何常行指示受益人的戶口持有人同意，根據常行指示的任何入賬，須視乎轉讓人的最後付款，並同意若因轉讓人的戶口情況（例如，轉讓人的戶口資金不足），該常行指示後來遭退回，則本行保留權利且戶口持有人授權本行從受益人戶口內照數扣除該入賬。

1.10 除非另行要求，否則本行於每月提供戶口結單。若戶口在有關期限內全無進支記錄，戶口結單將不予提供。

戶口持有人同意審核本行所提供的每份戶口結單，檢查是否出現因任何原因（包括但不限於偽造、冒簽、詐騙、未經授權交易或戶口持有人或任何其他人士的

疏忽)而引致的任何錯誤、偏差、未經授權扣款或其他交易或入賬(統稱「過失」)。

戶口持有人須於下列任一結單送達事實發生後 90 日內,以書面方式向銀行申報結單內的錯誤、數額差異、未經授權扣賬或其他異常交易記錄(統稱「過失」);若逾期未提出書面異議,該戶口結單記錄即具終局約束力,戶口持有人將被視為自願放棄就該結單向銀行提出異議或追討任何補償的一切權利:

- a. 銀行專人向戶口持有人交付結單;或
- b. 銀行以郵寄方式寄出結單;或
- c. 銀行以電子郵件發送結單;或
- d. 銀行將結單上載至戶口持有人個人網上理財專頁。

1.11 戶口持有人保證提供予本行的所有資料(不論在戶口開戶書中或以其他方式提供)就其所知均屬正確,並確認本行可使用任何本行記錄中的該等資料(包括但不限於地址、電話號碼、電郵地址及傳真號碼)(統稱「聯絡資料」),作為與戶口持有人通訊之用(不論是透過書信、電話、SMS短訊、傳真、電子郵件或其他方式)。戶口持有人承諾該等資料的任何更改(以本行不時指定或接納的方式)通知本行。凡按照戶口持有人最後於本行登記的任何一項或多項聯絡資料向戶口持有人發送的所有通訊,均被視為已正式送達至戶口持有人。如本行認為按照戶口持有人最後於本行登記的一項或多項聯絡資料向戶口持有人發送的通訊未能送達戶口持有人,本行可全權酌情決定停止向有關聯絡資料或向戶口持有人繼續發送更多通訊(包括但不限於戶口結單、出入賬通知書及其他通訊)。戶口持有人可書面要求本行編製提供戶口結單及/或戶口交易證明文件的副本,而本行可就這項服務收取手續費。

1.12 如本行未能在本行不時訂定的截數時間前收到存入戶口的匯入匯款(無論是澳門元、港幣或其他貨幣)的付款通知書,則該筆匯款或許不能即日存入有關戶口。該筆匯款未確實存入有關戶口前,將不獲計算利息。

1.13 如聯名戶口持有人或獲授權簽署人之間出現任何爭議,本行有權將所持有的任何授權書視為暫停生效。此外,若本行認為有或有理由懷疑有以下情況,本行保留暫停執行戶口持有人的所有或任何戶口直至本行認為適當的時間之權利:

- a. 本行並無持有有效的戶口授權書;或
- b. 戶口持有人(以受託人身份行事者除外)並非貨方結存或戶口中所持其他資產的真正擁有人。

1.14 本行可不時全權酌情修訂本文條款及本行所提供的任何服務的有關條款。有關修訂將在本行各分行以張貼告示或本行決定的其他方式預先三十(30)日前通知戶口持有人。如戶口持有人並未於該段通知期屆滿前結束其戶口或取消服務,戶口持有人將被視為同意該等修訂。

1.15 存款利息:銀行將按協定利率或其不時釐定之其他利率支付存款賬戶利息。如因有權管轄銀行的政府或監管機構採取行動,以致銀行持管的任何貨幣結餘應計負利率或類似費用,銀行可從有關賬戶扣支此等利息或費用。除銀行另以書面同意外,所有債務均需計收費用或利息,收費率或利率則按銀行認為恰當來計算。此等利息在銀行要求付款或取得有利裁判之前及之後同樣應繳。戶口持有人同意對賬戶內未經約定的透支即時清償。此項透支將按照銀行隨時決定的其他利率,自透支日至償還日止之實際天數計算利息(法院裁決前後亦同)。應繳未付利息亦將按同樣利率計息,銀行可將此項利息自有關賬戶內支付或按月複利計息。

1.16 外幣:銀行可根據本條款把任何於戶口持有人賬戶的款項轉入任何戶口持有人與銀行維持之賬戶,以支付任何投資或結算戶口持有人之債務。若有關之賬戶是使用另外一種貨幣為單位,銀行可按適用的兌換率把有關數額兌換成相應的貨幣。如戶口持有人要求以任何貨幣轉賬,而當時戶口持有人之有關貨幣賬戶結存不足付款,銀行可將轉賬交易轉至戶口持有人當時指定而結存充裕的其他賬戶,並以賬戶的單位貨幣或當中一種單位貨幣(由銀行絕對酌情選擇)轉賬。銀行可將任何非澳門元外幣賬戶的結餘存於該種外幣乃法定貨幣的國家之銀行或金融機構,而銀行不用對上述銀行或金融機構的選擇或此等銀行或金融機構的行為或遺漏行為負責。任何存於此等銀行或金融機構的款項,一律需遵從有管轄此等款項(不論通適性或對指定款項而言)的政府、管理機關或其他權力機關所制訂、實施或執行的任何性質法律、裁決、稅項、徵稅、稅費、收費、徵費、預扣稅及扣稅規定,而若任何該等款項鑒於上述法律而不可提用,銀行無需對戶口持有人負責。銀行可按其現貨外匯匯率將任何款項從一種貨幣折算為另一種貨幣,以便利用第一種貨幣在銀行選擇的外匯市場購買第二種貨幣,而折算兩種貨幣或匯率波動所招致的任何風險或損失,一律由戶口持有人承擔。

接受外幣支票作為交易的付款或結賬方式可能涉及風險。一些國家/地區設有處理有關結算或託收的支票之法例,即使已經結算並已支付給收款人亦有權將支票退回。例如,於美國銀行開立的支票,支付的銀行如在隨後的六年內發現該支票為以欺詐手段簽發、背書或篡改,將有權要求收款人退還款項。如為美國國庫支票,可能不設退還期限。本行有權要求存款戶口持有人退還任何被退回或需退還支票的款項。不論該支票是託收票或是由本行購買,此追索權在上述退還款項期限內均為有效。本行在接受存入任何外幣支票時須受以下章則及條款的規限:

- a. 在承兌於海外銀行開立的支票時,本行保留決定購買及託收其中任何支票的權利。如本行購買支票,本行會(使用本行的現行買入價)承兌,立即將款項存入存款戶口並寄發通知書給存款戶口持有人;如被退票,本行會向存款戶口持有人追回有關款項。此外,本行於購買支票時,會考慮海外銀行結算有關支票所需的時間,並視乎情況而規定客戶必須在支票存入其戶口後的一段時間,才可提取有關款項。為確認此項交易,本行會在寄給存款戶口持有人的存款通知書中說明該段指定時間。
- b. 如本行託收支票,本行會根據國際商會刊物第522號所載的規則辦理,待海外銀行支付支票款項後,才會將有關款項存入存款戶口。
- c. 如所購買的支票被退回或所託收的支票隨後根據適用的法律及規例需要退還或退款,則本行會由存款戶口支取有關款項,金額將按本行現行的賣出價或原本的買入價(以較高者為準)計算,另加任何收費。
- d. 如海外銀行徵收任何費用(如有),本行會由存款戶口支取有關款項,並寄發通知書給存款戶口持有人。
- e. 凡於本行不時訂定的截數時間後收到的支票,將於下一個營業日處理。「營業日」指本行於澳門開放營業的日子(星期六、星期日或公眾假期除外)。

1.17 除非另行指明,否則下列條款適用於戶口持有人向本行發出的電匯(「TT」)或跨行轉賬(「RTGS」)的申請,不論是透過本行的分行、電話理財服務、本行的網上理財服務或者本行於任何時間及不時提供的其他渠道或方式作出:

- a. 本行保留根據其發送安排辦理電匯或跨行轉賬指示的權利;
- b. 本行可自由使用文字或密碼發送電匯/跨行轉賬,如在傳輸訊息時發生任何遺失、延誤、錯誤、遺漏或損壞、或於接獲時有所誤解,本行毋須就此承擔任何責任;
- c. 除非另有相反指示,否則電匯/跨行轉賬將以作出付款所在國家/地區的貨幣執行;

- d. 雖然本行將竭盡所能就電匯 / 跨行轉賬的有關收費執行戶口持有人的申請，但戶口持有人應了解本行僅就其自己的收費擁有酌情決定權。如戶口持有人請求支付海外或其他銀行的收費，本行將傳達該請求，但受益人能否收到電匯 / 跨行轉賬的全數付款將取決於有關代理銀行及 / 或收款銀行採用的付款慣例，非本行所能控制。本行毋須就此負責或承擔法律責任；
- e. 如因操作情況所需，本行保留於戶口持有人指定地點以外的其他地點支付電匯 / 跨行轉賬的權利；
- f. 如本行未能提供一個確定的匯率報價，則本行會根據臨時匯率辦理電匯 / 跨行轉賬，並在確定實際匯率時作出調整。任何臨時匯率與實際匯率之間的差額，須在戶口持有人的戶口中扣除 / 歸還（視情況而定）；
- g. 本行匯款部於本行不時訂定的截數時間之後收到的申請不可於同日處理。此外，本行只會在能夠提供有關服務的情形下方能處理有關申請，包括（但不限於）貨幣結算系統以及代理商行及 / 或目的地銀行所在國家 / 地區的可供使用情況；
- h. 如電匯 / 跨行轉賬將於特定日期辦理，戶口持有人應在向本行提交的電匯 / 跨行轉賬申請書時明確指明此辦理日期，除非本行另行指明；
- i. 即日收款的電匯 / 跨行轉賬申請，須受目的地所在地區的截數時間及 / 或結算銀行的資金安排要求之規限。如因該等規限而引致戶口持有人的戶口於收款日之前被扣除付款金額，本行毋須就該等限制引致的任何利息開支或損失承擔責任；
- j. 本行不負責告知戶口持有人以下方面：
- 辦理付款所在國家 / 地區的當地法律或規例訂明的任何外匯管制或類似限制，亦毋須就因付款受該管制及限制規限而引致的任何損失或延誤承擔責任。強烈建議戶口持有人自行查詢有關規定；
 - 海外銀行或其他銀行可能訂明的任何收費，亦毋須就未能提供該資料而承擔責任；
- k. 如受益人並無在本行的海外集團辦公室或其代理銀行開戶，本行或其代理銀行保留根據作出付款所在國家 / 地區的常規或認可的銀行慣例，透過除電匯 / 跨行轉賬以外的方式作出付款的權利。本行概不負責向戶口持有人告知使用其他方式，如因採用該方式而引致延遲支付付款且該延誤並非本行或其代理銀行所能控制，則本行及其代理銀行毋須就此承擔責任；
- l. 本行保留不處理或另行拒絕有關電匯 / 跨行轉賬申請的權利，而不需給予任何理由；
- m. 如本行已辦理電匯 / 跨行轉賬申請，而本行認為出現以下情況，則本行保留給予或毋須給予通知而不處理電匯 / 跨行轉賬的權利：
- 無充足可用資金；或
 - 所提供的資料不正確、不完整或不清晰；或
 - 該申請處理違反任何適用法律或規例；或
 - 戶口持有人已列明本行並未提供的或另行接納的額外電匯 / 跨行轉賬指示。
- 如因上述一個或多個理由導致電匯 / 跨行轉賬延誤、拒收及 / 或退回，或者因本行延誤處理電匯 / 跨行轉賬申請，或者本行決定不處理電匯 / 跨行轉賬申請而使任何人士蒙受任何損失或損害，本行毋須就此承擔責任。本行保留從支付款項或戶口持有人的任何戶口扣減收款行訂明的任何收費之權利；
- n. 為遵守有關打擊洗黑錢和恐怖分子籌資活動的規定及 / 或國際指引，本行在進行電匯 / 跨行轉賬交易時，有可能需要透露有關戶口持有人的個人或其他客戶資料，包括但不限於扣款戶口號碼（如適用）和戶口持有人的姓名、地址及其他獨有的資料（如出生日期或個人身份證明文件）。戶口持有人在此授權本行[和任何相關代理銀行]向本行（或如適用，任何相關代理銀行）認為有需要的任何相關代理銀行、收款人或其他適當權力機關作出此等披露，及
- o. 本行會盡可能在合理的商業情況下處理已收到的任何止付指示，但本行不能保證有關止付指示可成功執行。由於執行止付指示需時，所以在戶口持有人要求止付時（無論有關款項是否已從戶口持有人的戶口中扣除），止付指示的結果均不能即時確定。本行會在收到止付指示後的 24 小時內，盡力在合理的商業情況下通知戶口持有人止付指示的結果。即使本行收到止付指示，本行並不會就未能阻止電匯 / 跨行轉賬匯出而導致戶口持有人或任何其他人士的任何損失或損害負任何責任。
- 1.18** 若任何戶口在本行決定的一段時間內全無進支記錄（請聯絡本行查詢不同戶口類別的無進支記錄時間），本行可限制戶口的使用或修改使用戶口的條件。若在本行不時決定的期間內戶口結餘為零，本行可自行酌情決定關閉該戶口。
- 未經授權透支**
- 如閣下向本行發出指示從閣下的戶口進行付款或提款(i)而閣下的戶口中並無足夠資金及(ii)如本行執行該指示，會導致閣下的戶口透支或超過現有透支限額，本行將視此為閣下就未經授權透支服務的要求，而本行可：
- a. 拒絕閣下的要求；或
 - b. 同意閣下的要求並向閣下提供透支服務或增加閣下的現有透支限額。透支金額或現有透支限額增加的利息按本行當時的利率每日累算。本行可就透支服務或增加限額徵收手續費。
- 1.19** 銀行可按其官方收費表（可於各分行或透過網址 <https://www.delta-asia.com.mo> 查閱）收取服務費。銀行在從任何戶口扣取該等費用前，須向戶口持有人發出至少三十（30）天的事先書面通知（透過掛號郵件、電子郵件或分行張貼方式），並清晰列明收費詳情及生效日期。上述的收費不時適用於所有戶口。有關收費細則可向本行各分行索取。本行保留權利隨時毋須給予戶口持有人通知而從戶口持有人於本行的任何一個或多個戶口扣賬以結清有關服務費用、貸款費用及 / 或其他費用，而毋須理會上述戶口是否有足夠可用資金、透支或信貸融資，而由此而引起的任何透支或信貸額將按當時適用的利率計息及收費。
- 1.20** 戶口持有人同意，本行可利用滙業集團旗下一家或多家成員公司或其他第三方協助本行向戶口持有人提供服務或履行戶口持有人的要求。該等公司可就提供予本行的服務收取任何性質的報酬（無論是收費、佣金、回扣或其他付款）。若戶口持有人經滙業集團成員或其他第三方介紹予本行，本行亦可向彼等支付報酬。任何該等付款均不會影響戶口持有人因於本行持有戶口或獲得本行提供服務而應繳的費用及收費金額。
- 1.21** 戶口持有人需遵守本章則及條款內不時生效的一切有關戶口活動或交易的法律和規則。戶口持有人需賠償本行由於以下原因而引致的所有責任、損失、成本費、支出及收費（無論是由各種稅項所引致的收費或其他）：
- a. 為戶口持有人保存戶口；
 - b. 對戶口持有人提供服務或進行交易；及 / 或
 - c. 戶口持有人違反任何章則及條款或任何可適用的法律和規則。
- 1.22** 如僅由於本行合理控制範圍以外的因素，包括任何機件故障或失靈，而導致本行延遲或無法向戶口持有人提供任何銀行機件，或其他設施或服務，本行概不負責。無論在任何情況下，戶口持有人或任何第三者因此而引起或與此相關的任何間接或最終損失，本行亦概不負責。

- 1.23** 戶口持有人特此同意及授權本行隨時將其在本章則及條款下的權利及義務全部或部分轉讓或轉移給任何人士。除非經本行事先書面同意，否則戶口持有人不得將其任何權利或義務轉讓或轉移給任何人士。
- 1.24** 如戶口持有人未能結清本行徵收的任何費用及收費，則本行保留權利暫停其戶口。本行亦可在事先發出通知後終止任何戶口（在特殊情況下，本行或會自行終止客戶的戶口而毋須事先發出通知），無論是否給出任何理由。
- 1.25** 戶口持有人接受本行處理涉及貨幣兌換的付款申請 / 交易請求需時，及本行會以處理付款申請 / 交易請求時的匯率（可能會與提交時的匯率有所差異）處理該申請 / 請求。本行於戶口持有人提交付款申請 / 交易請求時所提供的任何匯率僅供參考，實際適用的匯率以處理該申請 / 請求時的匯率為準。
- 1.26** 就跨境交易（「相關交易」）中進行的人民幣兌換而言，除非本行收到令本行滿意的文件證明（包括第三方的文件），顯示根據所有適用的法律、規例或由澳門金融管理局不時發出而本行作為在澳門提供人民幣服務的認可機構必須遵從的指引，該交易屬跨境商品貿易，否則本行將不會認可相關交易為跨境商品貿易。
- 1.27** 基於保安理由，本行保留權利隨時延遲或拒絕處理並非由戶口持有人親自提交的任何銀行指示，而毋須事先發出通知。
- 1.28** 私人蓋章：戶口持有人若使用蓋章以作為戶口持有人簽署之印鑑，並授權銀行於戶口持有人任何賬戶內扣除凡蓋有戶口持有人有關印鑑或與該印鑑極為相似之印鑑的支票、滙票、欠單或支付憑證。任何文件蓋有此印鑑當作為有效及作為戶口持有人代表之正式簽署，銀行無須查究該印鑑是否循正式手續及有充份權力蓋於文件上，即使該印鑑未經戶口持有人授權或超越權力範圍或屬欺詐或所蓋印鑑屬偽冒，戶口持有人仍向銀行承擔絕對支付此等文件之全責。戶口持有人同意凡蓋有戶口持有人有關印鑑或與該印鑑極為相似之印鑑之支票、滙票、欠單或支付憑證，並已由銀行支付購入或承兌者，其內容之真實性及正確性即屬確定不移和業經授權的。戶口持有人不得否認此等真實性及正確性，戶口持有人現向銀行保證絕對承擔支付購入或承兌此等之文件全責。若賬戶多於一人，戶口持有人同意單獨及聯合負擔銀行因上述請求及授權而產生之任何責任。如遺失有關蓋章，戶口持有人應立即以書面通知銀行，列明遺失之時間、地點及有關情況。在未收到該通知之前，銀行毋須對已支付之款項及/或支票負責。
- 1.29** 本章則及條款受澳門特別行政區法律所管轄，並按其詮釋。
- 1.30 收集及披露戶口持有人資料**

a. 服務定義

出現於本第1.30條的詞語有下列涵義。

「**戶口持有人資料**」指所有或任何有關戶口持有人或關連人士的下列各項（如適用）：(i)個人資料，(ii)關於戶口持有人、戶口持有人的戶口、交易、使用本行產品及服務，及戶口持有人與滙業集團關係的資料，及(iii)稅務資料。

「**權力機關**」包括對滙業集團任何部分具有司法權限的任何本地或外地司法、行政、公營或監管機構、任何政府、任何稅務機關、證券或期貨交易所、法院、中央銀行或執法機關，或金融服務供應商的自律監管或行業組織或協會，或彼等的任何代理。

「**合規責任**」指滙業集團要遵守下列各項的責任：(i)任何法律或國際指引及內部政策或程序，(ii)權力機關的任何要求或法律下申報、披露或其他責任，及(iii)要求滙業集團核實其客戶身份的法律。

「**關連人士**」指戶口持有人以外的人士或實體，而其資料（包括個人資料或稅務資料）由戶口持有人（或戶口持有人代表）向任何滙業集團成員提供或任何滙業集團成員因其他與提供服務有關的原因獲得。**關連人士**可包括任何保證人、公司董事或職員、合夥商的合夥人或合夥成員，任何「主要擁有人」、「控制人」、信託的實益擁有人、受託人、財產授予人或保障人、指定戶口持有人、指定收款人、戶口持有人的代表、代理或代名人，或與戶口持有人建立了關係的任何其他人士或實體，而該關係關乎戶口持有人與滙業集團的關係。

「**控制人**」指控制實體的個人。就信託而言，指財產授予人、受託人、保障人、受益人或各類受益人，及就信託行使最終實際控制權的任何其他人士。就信託以外之其他實體而言，指處於相等或類似控制位置的人士。

「**金融罪行**」指清洗黑錢、恐怖分子融資、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁，或規避或違反有關此等事宜的任何法律的任何行為或意圖。

「**金融罪行風險管理活動**」指本行或滙業集團成員為符合就或有關偵測、調查及防止金融罪行的合規責任而可能作出的任何行動。

「**滙業集團**」一併及分別地指本行或本行的任何控股公司、子公司、關聯公司和/或它們的任何分行、辦事處或單位（不論是否位於澳門）。「**滙業集團成員**」亦具有相同涵義。

「**法律**」包括任何本地或外地法律、法規、判決或法院命令、自願守則、制裁制度、任何滙業集團成員與權力機關的協議，或權力機關之間適用於本行或滙業集團成員的協議或條約。

「**個人資料**」指任何與一名個人有關的資料而從該等資料可確定該名個人的身份。

「**服務**」包括(i)開立、維持及結束戶口持有人的戶口，(ii)提供信貸融資及其他銀行產品及服務、處理申請、信貸及資格評估，及(iii)維持本行與戶口持有人的整體關係，包括向戶口持有人促銷服務或產品，倘若包含在戶口開戶書申請或任何其他嗣後文件內時，亦包括市場調查、保險、審計及行政用途。

「**主要擁有人**」指有權直接或間接地從一個實體享有多於 10%利潤或權益的任何個人。

「**稅務機關**」指澳門或外地稅務、納稅或金融機關。

「**稅務證明表格**」指稅務機關或本行為確認戶口持有人或關連人士的稅務狀況而不時發出或要求提供的任何表格或其他文件。

「**稅務資料**」指關於戶口持有人或關連人士的稅務狀況的文件或資料。凡提及單數則包括複數，反之亦然。

b. 收集、使用及分享戶口持有人資料

本第1.30(b)條解釋本行如何使用關於戶口持有人及關連人士的資料。適用於戶口持有人及其他個人的關於《個人資料（私隱）條例》的通知（前稱關於《個人資料（私隱）條例》的客戶通知）（簡稱「**個人資料通知**」）亦包含有關本行及滙業集團如何使用該等資料的重要訊息。戶口持有人應一併閱讀本條款及個人資料通知。本行及滙業集團成員可按本第 1.30 條及個人資料通知使用戶口持有人資料。

戶口持有人資料不會披露予任何人士（包括其他滙業集團成員），除非：

- 本行因應法律要求作出披露；
- 本行有公眾責任作出披露；
- 本行因正當的商業用途需要披露；
- 獲資料當事人同意作出披露；
- 按本第1.30 條或個人資料通知所載作出披露。

收集

- (i) 本行及其他滙業集團成員可收集、使用及分享戶口持有人資料。本行或本行代表或滙業集團代表可要求提供戶口持有人資料。戶口持有人資料可直接從戶口持有人、或從代表戶口持有人的人士或其他來源（包括公開資料）收集，亦可與本行或滙業集團任何成員可獲取的其他資料產生或組合。

使用

- (ii) 本行及滙業集團成員可為下列用途使用、轉移及披露戶口持有人資料：(1)按本第1.30條或附錄1（適用於戶口持有人資料中的非個人資料）所載的用途，(2)按個人資料通知（適用於個人資料）所載，及(3)為任何用途（不論是否有意對戶口持有人採取不利行動）而把戶口持有人資料與本行或滙業集團持有的任何資料進行核對（(1)至(3)統稱「**有關用途**」）。

分享

- (iii) 本行可因應需要及適當的用途向個人資料通知及附錄1（適用於戶口持有人資料中的非個人資料）所載的接收者轉移及披露任何戶口持有人資料，而該等接收者亦可為用途而使用、轉移及披露該等資料。

戶口持有人的責任

- (iv) 若提供予本行或滙業集團成員的戶口持有人資料不時有任何變更，戶口持有人表明同意從速（在任何情況下於 30 天內）以書面通知本行。戶口持有人亦同意從速回覆本行或滙業集團成員就提供戶口持有人資料的任何要求。
- (v) 戶口持有人確認每名關連人士已獲通知及同意（或在有關時候會獲通知及同意）其已被或會被提供予本行或滙業集團成員的資料（包括個人資料或稅務資料）按本行不時修改或補充的本第1.30條、附錄1及個人資料通知所載處理、披露及轉移。戶口持有人須知會該等關連人士他們有權索取及改正其個人資料。
- (vi) 戶口持有人同意本行按本章則及條款所述方式使用、儲存、披露、處理及轉移所有戶口持有人資料，並會作出任何適用資料保護法律或保密法律不時要求的行動，以容許本行如上述行事。如戶口持有人未能或未有在任何方面遵守(v)及(vi)列出的責任，戶口持有人同意從速以書面通知本行。
- (vii) 如：
- 戶口持有人或任何關連人士未有按本行合理的要求從速提供戶口持有人資料，或
 - 戶口持有人或任何關連人士拒絕給予或撤回任何本行可為用途（不包括向戶口持有人促銷或推廣產品及服務有關的用途）而處理、轉移或披露戶口持有人資料所需的任何同意，或
 - 本行或滙業集團成員就金融罪行或相關風險產生懷疑，本行可能：
- (1) 未能向戶口持有人提供新服務或繼續提供全部或部分服務，並保留終止本行與戶口持有人關係的權利；
 - (2) 作出所需行動讓本行或滙業集團成員符合合規責任；及
 - (3) 若本地法律許可，封鎖、轉移或結束戶口持有人的戶口。

另外，如戶口持有人未有按要求從速提供戶口持有人或關連人士的稅務資料及隨附陳述書、豁免書及同意書，本行可自行判斷有關戶口持有人或該關連人士的狀況，包括戶口持有人或關連人士需否向稅務機關申報。本行或其他人士可能被要求扣起任何稅務機關根據法律要求的金額，並支付有關金額予適當的稅務機關。

c. 金融罪行風險管理活動

- (i) 金融罪行風險管理活動包括：(1)審查、攔截及調查任何指示、通訊、提取要求、服務申請，或任何戶口持有人或替戶口持有人收取或支付的款項；(2)調查款項的來源或預定收款人；(3)結合戶口持有人資料和滙業集團持有的其他相關資料；及(4)對個人或實體的狀況作進一步查詢（不論其是否受制裁制度約束），或確認戶口持有人或關連人士的身份及狀況。
- (ii) 本行及滙業集團的金融罪行風險管理活動可導致延遲、阻截或拒絕支付或清算任何付款、處理戶口持有人的指示或服務申請，或提供全部或部分服務。在法律許可的情況下，對戶口持有人或任何第三方就不論任何方式產生而蒙受或招致的，不論完全或部分與進行金融罪行風險管理活動相關的任何損失，本行及任何滙業集團成員均無需向戶口持有人或任何第三方負責。

d. 稅務合規

戶口持有人承諾自行負責了解及遵守戶口持有人在所有司法管轄區有關及因開立及使用戶口或由本行或滙業集團成員提供的服務引起的稅務責任（包括繳稅，或提交報稅表或其他有關繳交所有相關稅項的所需文件）。各關連人士亦以其關連人士身份為自身作出相同承諾。某些國家/地區的稅務法例具跨領域效用，不論戶口持有人或關連人士的所在地、住處、公民身份或成立地方。本行及任何滙業集團成員均不提供稅務意見。本行建議戶口持有人尋求獨立法律及稅務意見。戶口持有人在任何司法管轄區可能引起的稅務責任，包括任何特別有關開立及使用戶口及由本行或滙業集團成員提供的服務的稅務責任，本行及任何滙業集團成員均無需負責。

e. 雜項

- (i) 本第1.30條的條文與規管任何其他服務、產品、業務關係或戶口的條文或戶口持有人與本行之間的協議之間如有任何衝突或不一致，概以本第1.30條為準。
- (ii) 本第1.30條中的全部或任何條文在任何司法管轄區的法律下在任何方面如變成非法、無效或不可強制執行，該條文在任何其他司法管轄區或本第1.30條的其餘部分在該司法管轄區的合法性、有效性或可強制執行性均不受影響或損害。

f. 終止後繼續有效

即使戶口持有人、或本行或滙業集團成員終止對戶口持有人提供任何服務或戶口持有人的任何戶口結束，本第1.30條繼續有效。

2. 澳門幣及港幣往來戶口

2.1 支票簿

支票簿必須時刻妥為保存，如有需要，應予鎖藏，以免被人非法盜用。

2.2 支票

在開設僅以澳門幣及 / 或港幣為幣種的戶口時，戶口持有人將獲發一本支票簿。

支票應以僅以澳門幣及 / 或港幣為幣種的戶口所屬的貨幣，亦即澳門幣或港幣簽發（視情況而定）。

如已簽署的支票或支票簿遺失或被竊，戶口持有人應立即以書面通知本行。如以郵寄或其他方式送發支票，請刪去「或持票人」等字樣，支票亦應加上劃線。

戶口持有人可透過本行自動櫃員機、網上理財服務或電話理財服務（如下文所述）或以本行接納的任何其他方式申領新支票簿，惟本行亦可視乎情況而拒發支票簿。

本行在收到領取支票簿的申請後，將按本行紀錄上所示地址以郵寄方式將所需的支票簿送交戶口持有人。如因任何遞送方式而引致任何延誤或遺失，本行毋須負責。

戶口持有人在收到新支票簿後，應在簽發前核對支票上印示的序列號碼、戶口編號及戶口持有人姓名，並核對支票數目。如有不合規格情況，應立即通知本行。

戶口持有人在簽發支票時應小心謹慎，以確保其準確性，並同意不使其簽發的支票有機會被人塗改或作出詐騙或偽冒行為。戶口持有人在簽發支票時，須將金額大寫及數字在票面適當位置清楚填寫，並應盡量緊貼左方位置，使難以加插文字或數字。在大寫之後應加「正」字結尾，數字只能用阿拉伯數字填寫。

所有支票必須以不能擦掉的墨水或原子筆以中文或英文填寫，支票的簽名式樣必須與本行紀錄內的簽名式樣相同。

支票如有塗改，必須由發票人全簽證實。戶口持有人明白如支票上有不易察覺的塗改而引致任何損失，本行毋須對此負責。戶口持有人同意：

- 由戶口持有人簽發的已支付支票可於以有關機構確定的電子或其他形式錄入後，由代收銀行或澳門票據交易所（「澳門票據交易所」）於相關貨幣在票據交易所運營方面的規則所述期間保留，其後，可由代收銀行或澳門票據交易所（視情況而定）銷毀；
- 有關機構獲授權根據(a)段條款與（其中包括）代收銀行及澳門票據交易所取得聯絡；及
- 其將受印於支票簿封面內頁的條件及其他現行條件約束。

2.3 退票

本行保留權利拒付因戶口存款不足、有技術性錯誤或任何其他問題的支票，並收取有關退票而衍生的服務費。

2.4 止付指示

戶口持有人可在支票兌付前隨時透過向銀行提供可核實的指示（例如：與簽署樣本相符的書面通知或親身驗證），並清晰注明支票號碼，以取消（止付）該支票。銀行保留核實指示真實性的權利，但不得對有效請求的處理施加等候期。有關的闡釋如下：

- 如戶口持有人能提供有關支票的號碼及其他資料，本行不負責確保該等其他資料與憑號碼辨認的有關支票的資料相符；
- 如戶口持有人只能提供有關支票的其他資料而非有關支票的號碼，本行並無責任採取任何行動。惟本行可酌情執行該指示，而毋須就此承擔責任；
- 如本行無法鑑定戶口持有人取消（止付）支票指示的真偽（不限於電話或傳真指示），本行並無需要（責任）採取任何行動。惟本行可酌情執行該指示，而毋須就此承擔責任。

如本行無法鑑定戶口持有人給予本行取消（止付）支票指示的真偽，無論本行有否執行該指示，戶口持有人應立即以書面或以本行能鑑定該指示真偽的方式向本行確認該指示。本行只須執行經驗證的指示。如該指示為不正確（錯誤）、虛假（偽造）、不清楚（模稜兩可）者，即使本行已執行該未經驗證的指示，亦毋須承擔任何責任。

2.5 存入票據及入賬的匯款

- 戶口持有人可經由任何本行不時接受的方式存入戶口所屬的貨幣的支票或現金（以下統稱「票據」）。戶口持有人在存入票據前，須確保所報稱的資料正確無誤，包括已在票據填妥日期及簽署、金額的大寫與數字須相符。
- 當戶口持有人存入票據時，本行有權利要求戶口持有人提供票據的詳細資料。戶口持有人須提供準確及完整的資料。本行有權根據戶口持有人提供的該等資料發出收據及完成過戶程序。在發出票據之收據後，本行亦有權核實由戶口持有人所提供之任何資料。若收據與本行的核實結果不符，本行的核實結果為最終決定，並對戶口持有人具約束力。本行有權因此調整有關戶口。
- 票據及入賬的匯款可以澳門幣、港幣或任何其他貨幣，以及可包括支付第三方的常行指示。凡已入賬的匯款或票據，仍須待本行收妥款項後方能作實。本行有權在收妥款項後才完成過戶程序。倘入賬的匯款或票據的款項基於任何原因（包括餘額不足予發放款項）沒有被本行收妥任何支票及貨幣工具其後退回或只有部分被收妥或其金額最終無法收到，無論任何原因，本行保留在有關戶口內扣取適當款項並加上任何費用的權利。

3. 儲蓄賬戶

- 3.1** 儲蓄賬戶包括港元、澳門元、人民幣、外幣及貴金屬儲蓄賬戶，戶口持有人同意遵守印製在儲蓄存摺上的儲蓄存款章程，並將存摺妥善保存。
- 3.2** 就外幣儲蓄存款賬戶、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。銀行於接到戶口持有人指示後，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，該等款項並無限額，儘管此舉可能引致戶口持有人賬戶出現透支或增加透支。如戶口持有人賬戶並無足夠存款，銀行有權不予處理。
 - 戶口持有人茲證實銀行無義務及責任查詢有關上述賬戶之支付目的。
 - 戶口持有人茲證實及同意委託銀行，根據戶口持有人電話指示，代戶口持有人賬戶買賣任何貨幣、外幣遠期合約及貴金屬等，一切風險 / 後果由戶口持有人承擔。戶口持有人同意：銀行接納上述請求後，如因執行此種電話指示而發生任何爭論，戶口持有人自願放棄抗辯之權利。戶口持有人並同意無條件以銀行買賣記錄上所列者為憑證。
 - 戶口持有人證實及同意若上述交易及指示屬於欺詐或冒充，銀行毋須負任何責任。
 - 戶口持有人外幣 / 貴金屬存款賬戶之收支及賬戶結存，均以銀行本身帳目及記錄為準（明顯錯誤者除外），戶口持有人願接受該記錄為銀行對戶口持有人賬戶結存及收支之記錄，無論該等收支或結存曾否記錄於存摺、月結單或任何其他文件內。
 - 戶口持有人同意，僅當賬戶持有人於提交購買指示時已明確選擇接受部分執行，方可進行部分購買。如已作出該選擇，而銀行依據本人的購買指示從本人賬戶扣取的款項，不足以支付所要求數量的貴金屬或外幣時，銀行有權按照本人賬戶內可動用已清算餘額購買較少數量的貴金屬或外幣，並向賬戶持有人發出即時交易確認通知。如未有該項明確選擇，銀行可全數拒絕該項指示，且不得部分執行有關購買。本條款並不排除適用法律規定不得豁免的責任。
- 倘日後因處理戶口持有人上述要求而發生糾葛，致令銀行遭受任何損失，戶口持有人同意共同及單獨承擔因上列各項委託及授權而引起之任何責任。戶口持有人承認外幣存款/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，並得到戶口持有人完全同意。
- 3.3** 就萬事通賬戶而言，賬戶只可選用港元為指定貨幣。萬事通賬戶為月結單往來賬戶可為有息或無息。存戶每年須維持等於或多於港元貳百萬元的總資產（資產包括於本行持有之存款、基金及證券等投資產品）。若每日結餘維持在指定金額以上則可獲派利息，利息每日計算，每月存入客戶之賬戶內。本行將透過萬事通賬戶內之可用餘額計算利息（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、貨幣類別應在其設立之前由雙方同意，並由銀行按本協議發出的通知書或確認書加以證明。通知存款之利率可在沒有事先通知戶口持有人下由銀行不時更改。
- 4.2** 本存款單在期滿後，存戶應憑有效之身份證明文件及與開戶時留存印鑑式樣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託他人代領存款時，則應以正式函件授權銀行將存款交給來人，以昭慎重。
- 4.4** 存款單上資料是供客戶參考之用，客戶之結餘金額及有關資料仍以銀行之紀錄為準。
- 4.5** 凡存入之支票須收妥後方能作實。
- 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。任何於到期前提取或終止要求須由銀行批准，銀行有權對未到期提取之定期存款收回已給之利息及收取適度數額的手續費，並可能從本金中扣除。

5. 持卡操作賬戶

- 5.1** 戶口持有人毋須對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電腦罪案；(b)由於銀行之人為或系統失誤所引致之不恰當交易而導致資金損失或錯誤；或(c)由銀行引致的遺漏支付或錯誤支付。戶口持有人有權要銀行補還因上述(a)、(b)或(c)點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** 對於任何透過終端機進行之交易，客戶可選擇即時列印通知書，銀行將不會另行編印及發出通知書或確認書（除非任何法例或監管規定另有規定），但該交易將會被記錄在月結單中。銀行所記錄之交易詳情及賬戶結餘將被視為決定性的。
- 5.4** 銀行可不時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。在該截止時間後通過自助銀行服務（ATM服務）所進行之任何交易將被視為於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後果完全負責。持卡人並同意銀行對補發新卡收取費用。

6. 投資服務

6.1 定義

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」指投資產品有關之服務。

本第6條中的「投資產品」指任何(i)外匯（包括現貨、期權、掉期、遠期和無本金交割遠期、與貨幣連結之結構性產品及與雙貨幣連結之投資）；(ii)貨物產品（包括與貨物連結之結構性產品）；(iii)股權產品（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、無紙化證券及與股票連結之結構性產品）；(iv)固定收益產品（包括債券、票據、債權證、存款憑證、國庫券、債務憑證及結構性票據）；(v)信用或利率連接之結構性產品；(vi)投資基金（包括

私募股權基金、避險基金、共同基金、單位信託及基金中之基金)；(vii)一種或多種上述任何產品或符合證券、結構性存款或結構性產品定義之產品相結合；或(viii)本行不時確定為「投資產品」之任何其他產品。

本第6條中的「**產品合約**」指投資產品有關之合約。

本第6條中的「**服務**」指由本行向戶口持有人提供或擬提供之任何及所有銀行服務、貸款、投資服務、保管服務及任何及所有其他服務。

- 6.2 戶口持有人同意本行在代其購入或出售任何投資產品時，可以接受任何有關的經紀、包銷商或基金公司給予的回佣或回扣。
- 6.3 戶口持有人同意本行可酌情決定由本行或其代理人持有戶口持有人戶口內的投資產品。
- 6.4 除非本行另行明確同意，否則本行是在非全權的基礎上提供投資服務，本行不會代表戶口持有人作出任何投資決定：
- a. 本行為戶口持有人進行之每項交易均會按照戶口持有人之明確指示進行；
 - b. 戶口持有人將對投資、持有或處置投資產品方面作出之所有決定負責；
 - c. 在訂立任何交易之前，戶口持有人應考慮投資目標、財政狀況、投資經驗和其他相關情況的同時充分了解和評估交易及投資產品之性質、特色和風險，並應在戶口持有人認為適當時尋求獨立專業意見；及
 - d. 本行沒有義務持續不斷地監控投資產品之績效表現。
- 6.5 未考慮戶口持有人的個人情況而提供的任何一般性投資產品相關的營銷或推廣材料，祇作參考用途，這一行為本身不構成本行向戶口持有人提供任何個人投資意見或建議。
- 6.6 本行可以作為委託人或代理人與戶口持有人或者為戶口持有人進行交易。除非另在產品合約中載明、或經本行同意或者另行通知戶口持有人，本行在交易中作為戶口持有人之代理人行事。
- 6.7 戶口持有人在採用本行提供之投資服務時，需簽訂產品合約。若本章則及條款與產品合約有任何衝突或不一致之處，且產品合約適用於具體之相關帳戶或服務，則在該等衝突或不一致範圍內，應以產品合約為準。

7. 滙業銀行股份有限公司電子銀行服務條款

滙業銀行股份有限公司(以下簡稱「銀行」)致力將電子科技與銀行業務相結合，為客戶提供安全、便捷、高效的銀行服務。滙業銀行股份有限公司電子銀行服務條款(下稱「本條款」)適用於銀行向客戶提供的電子銀行服務，客戶使用或試圖使用電子銀行服務，即表示已接受本協議書下列所有條款，並同意受其約束。

7.1 定義及解釋

- a. 除法律另有規定外，以下字詞在本條款內具下列含義：

「**手機銀行服務**」指銀行向客戶以手機登錄方式提供的電子銀行服務，據此客戶可通過在手機上下載用戶端程式，透過輸入電子銀行用戶名稱及登錄密碼後，進行銀行交易或從銀行獲取銀行服務。

「**網上銀行服務**」指銀行向客戶以互聯網站提供的電子銀行服務，據此客戶可在銀行的網站透過輸入電子銀行用戶名稱及登錄密碼後，進行銀行交易或從銀行獲取銀行服務。

「**簽署協定**」指電子銀行服務相關的協議書中列載有關電子服務指示或其他的通訊文件的簽署安排，及其後客戶以書面通知銀行及為銀行所接受的更改簽署安排。

「**銀行**」指滙業銀行股份有限公司。

「**本協議**」指客戶與銀行簽訂關於提供電子銀行服務的協議書。

「**營業日**」指銀行的營業工作日期。

「**客戶**」指使用銀行提供的電子銀行服務的人士。

「**電子輸入**」指透過電子設備向銀行發出並獲銀行電腦系統接收及認可的電子訊號。「**指示**」指電子銀行服務的電子指示。

「**電子服務指示**」指客戶在符合本條款第 4.4.c 條所載規定或程序後，透過電子輸入向銀行發出的任何指示。

「**電子銀行號碼**」指銀行為客戶申請使用電話銀行服務而發予的辨認號碼。

「**電子銀行密碼**」指銀行為客戶申請電話銀行服務進行銀行交易而發予的識別密碼及其後由客戶自行設定的識別密碼。

「**密碼**」指包括電子銀行密碼、登錄密碼、使用者密碼或客戶使用電子銀行服務的其他密碼。

「**交易**」指客戶對銀行發出指示後，銀行不時或絕對酌情而指定可通過合法及合理的方法執行指示或提供相關的銀行服務。

「**雙重認證工具**」指銀行不時規定或指明及/或經銀行同意由第三方認證機構提供用來確認客戶身份的電子儀器或隨機密碼。下列的電子儀器或隨機密碼認為是有效的(但不限於這些，而且由銀行不時規定或指明用於何種渠道或提供何種服務方式時可以使用)。

「**電子證書**」是由澳門特區郵政局發行的電子證書，用於存放客戶身份標識，並對客戶發送的電子銀行敏感信息進行數字簽名的電子文件。

「**動態密碼**」依據客戶私人身份信息並引入不確定因素產生隨機變化的密碼，使客戶每次使用的密碼具有動態變化性和不可預知性，動態密碼的生成和發出將由銀行不時規定或指明的電子儀器處理，及/或經銀行同意由客戶指定的流動電話號碼以短訊形式接收的動態密碼訊息。

「**本條款**」指本條款及其日後的修訂本。

- b. 在本條款中的各段標題僅為方便參考而加添，不影響本條款的解釋。
- c. 除上下文另有規定外：

- 表示單數的字詞亦包括複數在內，反之亦然；
 - 表示某性別意思的字詞亦包括其他性別在內；
 - 表示人士的字詞包括所有具法律人格或不具法律人格的法律實體。
- d. 本條款的英文版僅供參考，若中、英文版有任何歧異，當以中文版為準。

7.2 服務範圍

- a. 銀行可不時調整電子銀行服務所提供的銀行服務及交易範圍。銀行有絕對酌情權在無須事先通知及給予任何理由的情況下，拒絕執行任何客戶指示或撤回經電子銀行服務指示而進行的任何交易；並且，銀行有絕對權限撤銷或暫停全部或部份提供電子銀行服務的途徑或渠道。
- b. 銀行有絕對酌情權決定接受客戶的指示作為客戶的代理人，代其與第三者執行其他交易。在該情況下，銀行的唯一責任是將指示轉送或傳達致第三者，當有關指示被轉達後，銀行即被視作已履行其責任。銀行一概無須就該等第三者的行為、失職、不作為、不遵守、不履行、延誤、詐騙或疏忽而負上任何法律責任或尚有的責任(包括但不限於該第三者的任何未執行或延誤執行銀行代客戶發出的指示)。客戶承認及確認該等由銀行作為其代理人與第三者所執行的交易受有關交易的適用法律所約束，並且，為與第三者執行該等交易，客戶同意並授權銀行可向該第三者披露客戶本身的任何資料。
- c. 客戶確認，不論任何原因導致電子銀行服務被暫停或取消或客戶基於其他任何原因而未能使用電子銀行服務，客戶因此而引起的任何或所有損失，須自行承擔並且不能藉此向銀行作出追討。客戶須自行採取其他途徑達成其擬執行的交易。
- d. 戶口持有人確認，利用電子銀行服務指示以進行外匯、黃金及/或貴金屬、基金、證券等投資理財交易，須同意與銀行在櫃檯及/或任一渠道簽署或確認投資服務協議等相關協議，同時充分認識到投資類業務的風險，並對其使用電子服務指示作出投資類交易活動產生的結果承擔全部責任。

7.3 管轄任何個別交易的條款

- a. 在使用電子銀行服務指示而進行任何交易時，除受本條款約束外，亦同時受到管轄有關類別交易的條款所約束。客戶承認其將繼續遵守該等條款及受其約束。
- b. 若管轄有關類別交易的條款與本條款有任何衝突，則：
- (i) 倘該有關類別交易的個別條款載有本條款與有關個別條款之間的優先次序，則在決定以那一條款為準時需按該優先次序處理；
 - (ii) 倘該有關類別交易的個別條款並未載有本條款與有關個別條款之間的優先次序，則以有關個別條款為準。

7.4 使用電子銀行服務指示

- a. 客戶須自費申請、安裝、獲取及維修合適之器材以使用電子銀行服務或(視乎情況而定)給予銀行指示。
- b. 就通過流動通訊系統以使用電子銀行服務，客戶已/將在有關通訊網絡供應商登記，並申請銀行可能指定的設備。客戶與該通訊網絡供應商之間的安排純由客戶負責。
- c. 所有電子銀行服務指示須按以下規定發出：
- (i) 只可通過流動通訊系統，或透過機器或電腦，或其他經銀行認可可以使用電子銀行服務的器材，及
 - (ii) 視/應銀行要求(該等要求可以是以電子影像或數碼聲音或其他電子形式發出，視乎情況而定)，客戶須透過電子輸入：
 - 其電子銀行號碼或有關電子銀行服務的用戶名稱；及
 - 其有關電子銀行服務的相關密碼；及/或
 - 任何其他涉及客戶身份的資料(包括但不限於客戶姓名、身份證號碼等)；及
 - 視/應銀行的要求(形式如上)，客戶須選擇其擬執行的交易及報出或輸入銀行所要求的資料及詳情。
- d. 客戶同意除非得銀行明確同意，否則客戶通過流動通訊系統對已發出的電子銀行服務指示的任何更改、修改或撤銷必須經同一流動通訊系統發出。客戶知悉銀行可選擇採取其他媒體與客戶就經流動通訊系統所作出的交易聯繫。
- e. 在不影響本條款第 7.2.b 條載明銀行拒絕接受任何指示的權利的情況下，所有指示一經本條款第 7.4.c 的情況下發出後，即屬不可撤銷並對客戶具終局性約束力，不管該等指示是由客戶自己所發出或由任何其他人士(不論有否被授權)代其發出。

7.5 接受及執行指示

- a. 就任何指示而言，當銀行接獲本條款第 7.4.c 條規定所發出的指示後，銀行視該等指示為客戶所發出的。客戶須就該等指示執行的所有交易及因而產生的所有債務負責。
- b. 除非另有協定，銀行只接納或執行涉及交易的指示。但若涉及其他安排的指示為銀行所接納或執行，不管接納或執行的理由為何，該等指示及據該等指示執行的安排均對客戶具約束力。
- c. 只有在銀行絕對決定接受個別類型的交易的時間內向銀行發出的指示才會被銀行接納及執行。
- d. 客戶知悉傳遞中可能出現錯誤、延誤或訊息不全的風險，除客戶證明銀行有明顯錯誤外，銀行的簿冊及記錄是有關交易記錄的終局證明。
- e. 客戶須自行跟進個別交易是否已生效，並聲明知悉一些交易能可因系統的設定而被自動拒納，客戶確認承擔由此而引起之風險。
- f. 儘管規管個別交易產品的條文另有相反規定，銀行有權執行戶口持有人指示、落實交易安排及製作交易記錄，而無須事先核實戶口持有人指定戶口是否有足夠可用資金、預批信貸額度，及/或戶口內是否持有可供執行指示的合資格票據或資產。

- g. 若客戶指定賬戶的可用資金、預批信貸結餘或合資格資產不足以完成擬執行之交易，銀行並無義務接納或執行該項指示，且無須就資金不足導致無法執行指示所產生的任何後果承擔責任。
- h. 即便客戶指定賬戶的可用資金或預批信貸結餘不足，銀行仍擁有絕對酌情權，無須事先通知客戶或取得客戶同意即可執行相關指示。客戶須獨自全數承擔因此產生的賬戶借記金額、未獲授權透支、預支款項或信貸額度調升金額，以及銀行所有適用標準收費。所有欠款結餘及累計利息須按銀行要求悉數償還；利息由指示執行當日起至全數還款當日按日計算，利率採用銀行不時釐定的適用透支利率。
- i. 若根據本條款第 7.5.h 條下存在任何債務時，銀行有權（但無責任）在無須通知客戶的情況下，按其認為需要的時間及價錢（但無任何責任獲取最佳價格），訂立其他交易，以抵銷或對銷根據指示執行的交易。由此導致遭受或招致之任何損失、損害、債務或費用一概由客戶承擔，並由銀行選擇從客戶的任何賬戶中扣除；但任何收益則絕對歸銀行所有並保留供銀行本身使用與受益。銀行對該等損失、損害、債務或費用款額所發出之書面證明對客戶具約束力及終局性。
- j. 在不妨害本條款第 7.5.c 條的情況下，儘管銀行在澳門特別行政區一般銀行營業時間外接獲指示並立即執行指示，在銀行決定下，根據指示而立即執行的交易可被視為在隨後一天及/或多天生效。
- k. 就客戶通過電子銀行服務指示自有關賬戶轉出款額的交易而言，若收款銀行基於任何原因拒絕或延遲將款項給予擬收款人，銀行不負任何責任。

7.6 通知書及不可推翻的證據

- a. 除非銀行另行決定，否則銀行不會就根據電子銀行指示執行的交易（「電子銀行指示」）發出通知書。倘若銀行就某些涉及其根據電子銀行指示而在賬戶執行的存款及/或提款的電子銀行交易決定向客戶發出載有該等電子銀行交易的通知，則該通知會由銀行定期或即時通過電子渠道寄發予客戶存檔；或應客戶要求留存於銀行待客戶到取，但已視為發予客戶處理。
- b. 在發出電子銀行服務通知書的任何週期內，客戶如有作出有關電子銀行指示，而銀行已明確將會發出載有該等電子銀行交易的通知書而客戶在適當時間後仍未收到時，客戶明白應該以適當方式通知銀行。客戶亦明白應客戶要求留存銀行待取或經電子結單發出，是等同於客戶已經收到有關通知書及/或結單。
- c. 客戶有責任核對及驗證結單及/或通知書的內容，並須於有關結單及/或通知書發出後 90 天內或雙方同意的時間內或銀行訂定的合理時間內，向銀行報備結單及/或通知書內的任何錯誤或遺漏或差歧。否則儘管客戶在此週期末有機會驗證有關電子交易的賬戶結單或存摺（視乎情況而定），客戶亦被視作已確認通知書上之內容。
- d. 若客戶要求銀行無須向其發出電子交易的通知書，而申請為銀行所接受，則客戶有責任驗證有關賬戶結單或存摺（視乎情況而定）內的電子交易記錄。
- e. 應客戶要求留存於銀行的通知書保留一定的期限（銀行可不時及隨時不經事先通知客戶而修訂該保留期限），若超過通知書的保留期限，通知書仍未被客戶領取，銀行有權將通知書自行作出處理而無須事先通知客戶。
- f. 客戶授權銀行，就經電子銀行服務指示執行的有關交易，可在客戶指定的賬戶作出獨立記錄。
- g. 客戶承認所有指示可予記錄。任何指示及/或該等指示的執行的銀行賬簿及記錄（除非有明顯錯誤者例外），在所有法院及在各方面均對客戶而言屬不可推翻的證據。

7.7 經電子銀行服務指示執行交易之收益

- a. 除非銀行另行同意，否則透過電子銀行服務指示完成的任何交易之應付客戶收益，只可計入與客戶同名的銀行賬戶或以客戶名義在銀行存放。
- b. 如銀行接獲任何交易收益的任何質疑、索償或爭議（無論有無充分理由），銀行可（但並無任何責任）絕對酌情拒絕准許或執行任何交易收益的任何提款及/或處置，直至有關交易的爭議或質疑獲得銀行滿意的澄清為止。

7.8 透過電子銀行服務指示之交易限制

- a. 銀行可隨時及不時經事先通知客戶，對透過電子銀行服務指示執行的交易金額、數量或貨幣方面訂立最高及/或最低每日/單項總額及/或個人交易限額，惟在銀行認為適宜的情況下，可豁免或修改任何交易的限制。
- b. 除非銀行另行同意，否則指示只限於客戶名下的不同賬戶間所進行或執行的交易指示（查詢財經消息除外）。
- c. 客戶謹此同意並承認，任何涉及不同賬戶間（不論屬客戶的或任何第三方的）付款的電子銀行服務安排，必須獲銀行批准才會被接納，而且該等安排必須符合銀行不時事先決定的每日轉賬或提款限額及程序。為免生疑問，若已就任何第三者賬戶批准了更低的每日最高限額，則以該限額（而非銀行之前訂定的限額）為準。
- d. 客戶確認，電子銀行服務乃以數字系統運作，若客戶向銀行發出的指示涉及不同賬戶之間的付款，銀行謹按客戶透過電子輸入提供的賬戶號碼行事，客戶須核對賬戶號碼無誤後發出有關指示。
- e. 倘客戶因輸入錯誤之賬戶號碼而產生損失，客戶需自行承擔後果。

7.9 密碼及授權使用者

- a. 客戶謹此承諾把密碼保密。
- b. 客戶確認，客戶需親身到銀行領取銀行向其發出的預設密碼，或按銀行決定的其他形式向其發出預設密碼。就網上銀行服務而言，如銀行酌情規定，則客戶可能在享用其他交易前，須重新設定密碼。

- c. 若客戶遺失密碼或有任何實際或懷疑密碼遭未經授權使用，必須立刻向銀行發出書面通知。在銀行實際接獲該通知前，客戶透過電子渠道方式輸入有關密碼而使用電子銀行服務指示執行所有交易均被視為客戶作出之交易。
- d. 客戶確認，電子銀行密碼有可能遭未經授權人士使用或用作未經授權用途，並同意完全承擔該等風險。
- e. 客戶確認，就銀行提供的雙重認證工具客戶會親身到銀行簽定雙重認證工具使用申請書並遵守本協議中的相關規定。就電子銀行服務而言，如銀行酌情規定，則客戶可能在享用其交易時，須按提示操作有關雙重認證工具及/或接收顯示動態密碼及/或電子輸入動態密碼等來使銀行能認證客戶身份。使用這些電子儀器或動態密碼需經銀行同意，以及隨時有絕對酌情權決定可撤消或暫停使用該種電子儀器或動態密碼。
- f. 客戶確認，妥善保管雙重認證工具及/或相關的電子儀器，而免受有可能遭未經授權人士使用或用作未經授權用途，並同意完全承擔該等引起的風險及負責。

7.10 資料

- a. 客戶確認在任何時間給予銀行的一切資料，已盡客戶所知及所信，且均屬真確及完整。客戶的資料如有任何重大更改或若該等資料變成不真實或有誤導性，客戶須從速通知銀行。
- b. 在進行交易中，銀行所報的所有資料（包括但不限於匯率、利率及證券及貴金屬的市價）僅供參考，除非客戶在指定時間內確認交易，否則資料對銀行並無約束力。
- c. 客戶同意及承認，關於證券所提供的股票價格資料是由銀行或由銀行所選擇之其他資訊供應商提供。儘管銀行及香港交易及結算有限公司及/或其他資訊供應商盡力確保提供資料的準確性及可靠性，銀行及香港交易及結算有限公司及/或其他資訊供應商並不保證資料之準確性及可靠性，亦不會承擔任何由於資料不準確或不全而令客戶蒙受損失的責任。

7.11 服務收費

- a. 銀行有權就向客戶提供電子銀行服務處理指示而收取費用。銀行可自行決定及隨時修改該等費用。客戶謹此授權銀行自客戶在銀行開立的任一賬戶中扣除該等費用。
- b. 銀行有權保留就銀行提供電子銀行服務指示及根據指示進行交易所產生或與之有關的所有盈利、回佣、佣金、費用、利益或其他得益（如有），以供銀行自行運用及受益。

7.12 銀行之責任

- a. 因下列情況對客戶或任何其他人士造成任何損失或損害的，銀行無須承擔責任：
 - (i) 取消提供電子銀行服務或其任何部分指示；及/或
 - (ii) 銀行控制範圍以外的任何情形或事件，直接或間接導致透過電子銀行服務指示可進行之任何交易遭取消或暫停或任何指示未能進行或執行；及/或
 - (iii) 銀行的電訊或電腦系統或其他設備或其裝置有任何機械、電子或其他失靈、故障、中斷、偏差或不足或錯誤傳送任何指示、通知或在執行任何指示中的任何錯誤（惟銀行授權職員之嚴重疏忽或故意的不當行為除外）或因此導致客戶產生或遭受的任何延誤、損失（包括盈利損失或任何經濟損失）、費用或損害等。
 - (iv) 任何第三方（包括但不限於服務供應商或設備供應商）所導致的任何延誤、中斷或暫停等，而導致干擾、影響或擾亂銀行履行本條款的責任。

7.13 客戶的賠償責任

- a. 客戶須賠償銀行因提供電子銀行服務予客戶或透過電子銀行服務指示完成交易而蒙受或引致的任何種類的所有損失、損害賠償、開支（律師費用或其他）、訴訟、索求、索償、法律程序（不論實際或「或有」）。客戶須應要求向銀行（其決定對客戶具終局約束力）支付其蒙受或引致的所有款額（不論實際或「或有」），連同自銀行首次支付或招致該款項之日起計至客戶實際全數付款時止累計的利息，利率（不論是判決前或後）為未經安排透支的由銀行決定的適用利率。

7.14 通知

- a. 銀行可以口頭、書面、電子訊號於本銀行網頁或於報紙刊登廣告或其認為適當的其他形式向客戶發出通知或其他通訊。
- b. 當為銀行行事的任何職員或代理人當面或透過電話口頭通知客戶或（視情況而定）組成客戶當中任何人士或其任何被授權簽字人時，該等口頭通知或口訊將被視為已正式向客戶發出並由客戶收到。
- c. 書面通知或通訊被視為已妥為送達及已由客戶收到的時間如下：
 - (i) 若由專人送遞，於交付時；
 - (ii) 若以郵資預付方式郵遞，於投寄後48小時（如客戶地址在澳門特區以外，則投寄後七日）；
 - (iii) 若以圖文傳真發送，於發送時；及
 - (iv) 若以任何其他電訊方式發出，於發出時。
- d. 銀行向客戶發出的任何書面通知或電子通訊，在根據客戶最後載錄在銀行的地址或圖文傳真號碼或電子郵箱或流動電話號碼送出，將被視為妥為送達客戶。

- e. 若客戶由兩人或以上組成，任何書面通知或其他通訊，寄發至客戶最後載錄在銀行的地址；或組成客戶當中任何一位個人的最後為人所知之地址，即被視作有效地送達客戶。
- f. 除第 4.14.a 條規定發出通知的方式外，所有銀行發出的通知及宣佈如經連續三個營業日在銀行分行或銀行絕對酌情決定的支行之大堂張貼或展示，即被視為已妥為發出並向客戶有效傳達。
- g. 任何客戶致銀行之通知或通訊須以書面作出。該等通知須以銀行之主要營業地點或銀行當時決定並已通知客戶之其他在澳門特區之分支行註明為收信地址及送達該處，並只限於銀行實際接獲後才被視為已收到。

7.15 雜項

- a. 客戶有兩人或以上，則其在本條款下須分別負共同及個別的責任。
- b. 在本條款中每一條款及規定與其他條款是可分割開的並獨立於其他條款。假若於任何時間某一項或多項條款或規定失去其效力或合法性或無法強制執行時，其餘本條款項下的條款的有效性、合法性及可強制執行性不會因此受到影響或損害。

7.16 本條款的修訂

- a. 本行可不時修訂本條款的條文。修訂通知將由本行按照第 7.14.a 段所載之任何方式發出。有關修訂於該通知日期起計 30 個曆日後生效。倘客戶未有於修訂生效日期前終止電子銀行服務，則視為客戶已接納經修訂之條款，經修訂條款自生效日期起對客戶具約束力。
- b. 儘管有上述規定，本行僅可在符合下列情況時，毋須事先通知而即時生效實施修訂：
 - (i) 澳門法律、司法命令，或澳門金融管理局或其他主管機關發出之具約束力規定所要求或強制規定；
 - (ii) 純屬行政性修訂，且不會改變客戶之權利、義務、收費、責任或風險分配。
- c. 倘客戶對該修訂有異議，客戶可於修訂生效日期前終止電子銀行服務，而無須繳付罰款。

7.17 金融犯罪合規事項

- a. 銀行有全權根據所有適用的法律、法規、監管指引及政策（包括銀行政策）等，決定採取銀行認為適當的任何行動及措施履行銀行義務。其中包括但不限於針對預防清洗黑錢、恐怖主義融資、賄賂、貪污、逃稅、欺詐及制裁名單，拒絕或延遲有關交易指示或服務申請、提供有限度的服務，或終止與客戶之間的關係等。銀行或銀行的任何代理人概不就上述之措施向客戶或任何第三方所蒙受任何損失或損害承擔法律責任或賠償責任。

7.18 終止

- a. 客戶可隨時終止電子銀行服務。
- b. 銀行可透過向客戶發出至少三十（30）天的事先書面通知，並列明終止的具體原因，終止電子銀行服務。銀行僅在下列情況下可無須事先通知而終止服務：
 - (1) 客戶在使用服務時存在欺詐行為或重大疏忽；(2) 客戶違反反洗錢相關法律；或 (3) 繼續提供服務將違反澳門的監管要求。銀行須在採取終止行動後二十四（24）小時內通知客戶。
- c. 終止本條款或賬戶或服務不會影響累計權利或存續交易。銀行仍獲授權解決任何未完成交易。

7.19 法律

- a. 本條款根據澳門特別行政區法律訂立及解釋。在履行本條款過程中，如發生爭議，應協商解決。協商解決不成，任何一方均可向澳門特別行政區法院提起訴訟。

附錄 1

使用除個人資料之外的戶口持有人資料

以下章則是對第1.30條的補充，並涉及使用、儲存、處理、轉移及披露除個人資料之外的戶口持有人資料。本附錄1中使用的詞語具有本章則及條款第1.30條所載的涵義。

戶口持有人資料（個人資料除外）可被用作下列用途：

- a. 考慮服務申請；
- b. 審批、管理、執行或提供服務或戶口持有人要求或授權的任何交易；
- c. 遵守合規責任；
- d. 進行金融罪行風險管理活動；
- e. 向戶口持有人及為戶口持有人債務提供擔保或抵押的人士追收任何欠款；
- f. 進行信用檢查及獲取或提供信貸資料；
- g. 行使或保衛本行或滙業集團成員的權利；
- h. 遵守本行或滙業集團的內部營運要求（包括信用及風險管理、系統或產品研發及計劃、保險、審核及行政用途）；
- i. 設立及維持本行的信貸和風險相關準則；
- j. 確保戶口持有人及為戶口持有人債務提供擔保或抵押的人士維持可靠信用；
- k. 向戶口持有人（如法律許可，關連人士）促銷、設計、改善或推廣服務或相關產品及進行市場調查；
- l. 確定本行對戶口持有人的負債額，或戶口持有人或為戶口持有人債務提供擔保或抵押的人士對本行的負債額；
- m. 遵守本行或本行任何分行或任何滙業集團成員根據以下須或預期會遵守的任何責任、要求或安排：
 - (i) 任何法律或合規責任；
 - (ii) 任何權力機關提供或發出的任何守則、內部指引、指引或指導；
 - (iii) 與任何對滙業集團整體或任何部分具有司法權限的權力機關現在或將來訂立的任何合約或其他承諾；或
 - (iv) 權力機關之間的任何協議或條約；
- n. 遵守滙業集團為符合制裁或預防或偵測金融罪行的任何方案就於滙業集團內分享資料及資訊或資料及資訊的任何其他使用而制定的任何責任、要求政策、程序、措施或安排；
- o. 遵守權力機關施加的任何責任、指令或要求；
- p. 促使本行的實際或建議承讓人、或本行就針對戶口持有人的權利參與人或附屬參與人能評核擬轉讓、參與或附屬參與的交易；
- q. 維持本行或滙業集團與戶口持有人的整體關係；
- r. 與任何上述相關或有連帶關係的用途。

分享及轉移除個人資料之外的戶口持有人資料

本行可（因應需要及在就全部或任何用途屬適當的情況下）向本行認為必要的所有人士（不論位於何處）轉移、分享、交換及披露任何戶口持有人資料（個人資料除外），這些人士包括：

- a. 任何滙業集團成員；
- b. 滙業集團的任何代理、承包商、次承包商、服務供應商或聯營人士（包括彼等的僱員、董事及職員、代理人、承包商、服務供應商及專業顧問）；
- c. 任何權力機關；
- d. 代表戶口持有人行事的任何人士、收款人、受益人、戶口代名人、中介人、往來及代理銀行、結算公司、結算或交收系統、市場交易對手、上游預扣稅代理、掉期或交易儲存庫、證券交易所、戶口持有人擁有證券權益的公司（如該等證券由本行或任何滙業集團成員代戶口持有人持有）；
- e. 就或有關收購服務權益及承擔服務風險的任何一方；
- f. 其他金融機構、信貸調查機構或征信機構，以獲取或提供信貸資料；及
- g. 涉及本行或任何滙業集團成員的任何業務轉讓、出讓、合併或收購的任何一方。

注意：本條款以中文版為具約束力之有效正本，英文版僅供參考。倘中、英文版本內容出現任何歧異或不一致，一概以中文版作為最終適用準據。

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

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, scripless 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:
 - a. 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;
 - b. the account holder will be responsible for all decisions in investing in, holding or disposing of Investment Products;
 - c. 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

- d. 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.