

滙業銀行股份有限公司電子銀行服務協議書條款

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。

1. 定義及解釋

1.1 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 4.3 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。

1.2 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。

1.3 除上下文另有規定外：

(a) 表示單數的字詞亦包括複數在內，反之亦然；

(b) 表示某性別意思的字詞亦包括其他性別在內；

(c) 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。

1.4 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。

2. 服務範圍

2.1 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。

2.2 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。

2.3 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倘有的責任（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。

2.4 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不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。

2.5 客戶確認，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應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。

3. 管轄任何個別交易的條款

3.1 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。

3.2 若管轄有關類別交易的條款與本條款有任何衝突，則：

(a) 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；

(b) 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。

4. 使用電子銀行服務指示

4.1 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。

4.2 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。

4.3 所有電子銀行服務指示須按以下規定發出：

(a) 只可通過流動通訊系統，或透過機器或電腦，或其他經銀行認可以使用電子銀行服務的器材，及

(b) 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：

(i) 其電子銀行號碼或有關電子銀行服務的用戶名稱；及

(ii) 其有關電子銀行服務的相關密碼；及/或

(iii) 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

(c) 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。

4.4 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。

4.5 在不影響本條款第 2.2 條載明銀行拒絕接受任何指示的權利的情况下，所有指示一經本條款第 4.3 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。

5. 接受及執行指示

5.1 就任何指示而言，當銀行接獲本條款第 4.3 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。

5.2 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。

5.3 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。

5.4 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。

5.5 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。

5.6 儘管管轄擬定進行的個別交易的條文有任何相反規定，銀行有權發出任何指令或訂立或執行任何安排或作出任何記錄，以進行任何指示，而無須事先查明(i)客戶的指定賬戶內有否足夠資金或預先安排的信貸餘額；及/或(ii)客戶賬戶內存在或有足夠撥用作按指示執行的項目。

5.7 若客戶的指定賬戶內並無足夠資金或預先安排的信貸餘額或並無足夠項目以執行擬定交易，則銀行不會接納或執行指示。倘由上述原因致使銀行未能執行任何指示，銀行無須對此導致的任何後果負責。

5.8 儘管客戶的指定賬戶內並無足夠資金或預先安排的信貸餘額或並無足夠項目，而且不論擬定進行交易的個別交易的任何條款及融通有相反規定，銀行有絕對酌情權，無須事先通知客戶或獲得其同意，便可接納及執行指示。客戶須負責由此導致的借差或透支、預支或信貸（或其任何增加）以進行有關的所有銀行的劃一收費。該等欠款連同其利息須於銀行要求時償還。該利息由執行有關指示日計至實際償還日止（包括首尾兩日），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。

5.9 若根據本條款第 5.8 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、債務或費用款項所發出的書面證明對客戶具約束力及終局性。

5.10 在不妨害本條款第 5.3 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。

5.11 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。

6. 通知書及不可推翻的證據

6.1

(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錯。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。

6.2 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。

6.3 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. 經電子銀行服務指示執行交易之收益

7.1 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。

7.2 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。

8. 透過電子銀行服務指示之交易限制

8.1 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。

8.2 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（查詢財經消息除外）。

8.3 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。

8.4 客戶確認，電子銀行服務乃以數字系統運作，若客戶激活資金轉賬功能以及設定或增加限額時，或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轉賬金額及賬戶號碼行事，客戶須核對轉賬金額及賬戶號碼無誤後發出有關指示。倘客戶因輸入錯誤之轉賬金額或賬戶號碼而產生損失，客戶需自行承擔後果。

9. 密碼及授權使用者

9.1 客戶謹此承諾把密碼保密。

9.2 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。

9.3 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。

9.4 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。

9.5 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，如銀行的酌情規定，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銷或暫停使用該種電子儀器或動態密碼。

9.6 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。

10. 資料

10.1 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。

10.2 在進行交易中，銀行所報的所有資料（包括但不限於匯率、利率及證券及貴重金屬的市價）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。

10.3 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/或其他資訊供應商會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。

11. 服務收費

11.1 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。

11.2 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。

12. 銀行之責任

12.1 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：

- 取消提供電子銀行服務或其任何部分指示；及/或
- 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
- 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。
- 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。

13. 客戶的賠償責任

13.1 客戶須賠償銀行因提供電子銀行服務予客戶或通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、索賠、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。

14. 通知

14.1 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。

14.2 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。

14.3 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：

- 若由專人送遞，於交付時；
- 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）；
- 若以圖文傳真發送，於發送時；及
- 若以任何其他電訊方式發出，於發出時。

14.4 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。

14.5 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。

14.6 除第 14.1 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。

14.7 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致該處，並只限於銀行實際接獲後才被視為已收到。

15. 雜項

15.1 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。

15.2 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。

16. 本條款的修訂

16.1 銀行可根據實際情況不時修訂本條款的條文，有關修訂的通知將根據本條款第 14.1 條所規定的方式發出。任何銀行對該等條款作出的修訂在通知客戶後立即生效，並對客戶具約束力。

17. 金融犯罪合規事項

17.1 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。

17.2 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。

18. 終止

18.1 客戶可隨時終止電子銀行服務。

18.2 銀行可隨時藉給予客戶通知及無須給予任何理由，終止電子銀行服務。如有需要，該通知可即時生效。然而，如基於特殊原因，銀行可未經事先發出通知終止電子銀行服務。

18.3 終止本條款或賬戶或服務不會影響累算權利或存續交易。銀行仍獲授權解決任何未完成交易。

法律

19.1 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。

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 he has accepted and agreed to be bound by all of the following terms of this agreement.

Definitions and interpretations

1.1 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 4.3 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.

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

1.3 Unless the context otherwise requires:

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(a) words importing the singular include the plural and vice versa;

(b) words importing a gender include other genders;

(c) words importing a person include all legal entities with or without legal personality.

1.4 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.

2. Scope of services

2.1 The Bank may adjust the banking services and scope of transactions provided under the e-Banking Services from time to time.

2.2 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.

2.3 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.

2.4 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.

2.5 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.

3. Terms governing any individual transactions

3.1 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.

3.2 In case there is any conflict between the terms governing the relevant category of transactions and these Terms:

- (a) 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;
- (b) 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.

4. Use of e-Service Instruction

4.1 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.

4.2 For 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.

4.3 Any e-Service Instruction must be issued:

- (a) 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
- (b) 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 Electronically Input:
 - (i) his e-banking account number or user name in relation to the e-Banking Services; and
 - (ii) his password in relation to the e-Banking Services; and/or
 - (iii) any other information in relation to the identity of the Client (including without limitation the name, identity card number etc. of the Client); and
- (c) 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.

4.4 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.

4.5 Without prejudice to the Bank's right to refuse accepting any direction under Paragraph 2.2 of these Terms, all directions shall be irrevocable with final binding effect on the Client once issued under Paragraph 4.3 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).

5. Acceptance and execution of instructions

5.1 For purpose of any instruction, upon receiving an instruction issued under Paragraph 4.3 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.

5.2 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.

5.3 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.

5.4 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.

5.5 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.

5.6 Notwithstanding anything to the contrary in the provisions governing the contemplated individual transactions, the Bank has the right to issue any order or enter into or execute any arrangement or make any record to carry out any instruction, without verifying in advance (i) whether there is sufficient funds or pre-arranged credit balances in the Client's designated account; and/or (ii) there are sufficient items in the Client's account to be used for execution in accordance with the instruction.

5.7 The Bank will not accept or execute the instruction if there is insufficient funds or pre-

arranged credit balances or there is insufficient items in the Client's designated account for execution of the contemplated transaction. In case the Bank fails to execute any instruction due to any of the above reasons, the Bank shall not be responsible for any consequence resulting therefrom.

5.8 Even if there is insufficient funds or pre-arranged credit balances or there is insufficient items in the Client's designated account, and notwithstanding anything to the contrary in any provision and facility of the contemplated individual transaction, the Bank has the absolute discretion to accept and execute the instruction without prior notice to the Client or obtaining his consent. The Client shall be responsible for the debit or overdraft, advance payment or credit (or any increase thereof) and all standard charges of the Bank in relation thereto. Such arrears together with their interest shall be repaid upon request by the Bank. The interest shall be calculated from the date of execution of the relevant instruction to the date of actual repayment (both days inclusive), and the interest rate (whether before or after judgement) shall be the applicable interest rate as determined by the Bank without any overdraft arranged.

5.9 If any debt exists under Paragraph 5.8 of these Terms, the Bank has the right (but shall not be obliged) to enter into other 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.

5.10 Without prejudice to Paragraph 5.3 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.

5.11 For any transaction in which the Client instructs via the e-Banking Services to transfers 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.

6. Notice and irrefutable evidence

6.1 (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 90 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.

6.2 The Client authorizes the Bank to make independent records in the Client's designated account for the relevant transactions executed through e-Service Instruction.

6.3 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 irrefutable evidence at all courts to the Client in all respects.

7. Proceeds from execution of transactions through e-Service Instruction

7.1 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.

7.2 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.

8. Limitation on transactions through e-Service Instruction

8.1 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.

8.2 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).

8.3 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.

8.4 The Client acknowledges that the e-Banking Services are operated on a digital system. when activating the funds transfer functions, setting or increasing the limits, or if the Client's instruction to the bank involves payment between different accounts, the Bank will act based on the transfer amount and account number provided by the Client through Electronic Input. The Client must verify that the transfer amount and account number are correct before issuing the relevant instruction. The Client shall be solely responsible for any loss due to incorrect entry of transfer amount or account number by the Client.

9. Password and authorized users

9.1 The Client hereby undertakes to keep the Password confidential.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

10. Information

10.1 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.

10.2 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.

10.3 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.

11. Service fees

11.1 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.

11.2 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.

12. Liabilities of the Bank

12.1 The Bank shall not be liable for any loss or damage suffered by the Client or any other person due to:

(a) cancellation or provision of e-Banking Services or any part thereof; and/or

(b) 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

(c) 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.

(d) 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.

13. Indemnification by the Client

13.1 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.

14. Notice

14.1 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.

14.2 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.

14.3 Any written notice or communication shall be deemed to have been duly served to and received by the Client:

(a) if delivered in person, at the time of delivery;

(b) 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);

(c) if sent by fax, at the time of transmission; and

(d) if sent by any other means of telecommunications, at the time of sending.

14.4 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.

14.5 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.

14.6 Besides the manners in which notices are given under Paragraph 14.1, 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.

14.7 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.

15. Miscellaneous

15.1 If the Client consists of two or more persons, they shall be jointly and severally liable under these Terms.

15.2 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.

16. Amendment of these Terms

16.1 The Bank may amend the provisions of these Terms from time to time based on the actual circumstances, any notice of amendment will be issued in the manners prescribed in Paragraph 14.1 hereof. Any amendment to these Terms by the Bank will be effective immediately upon notice to the Client and shall be binding on the Client.

17. Compliance in relation to financial crimes

17.1 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.

17.2 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.

18. Termination

18.1 The Client may terminate the e-Banking Services at any time.

18.2 The Bank may terminate the e-Banking Services at any time by giving notice to the Client without any reason. This notice may take effect immediately if required. However, the Bank may terminate the e-Banking Services without prior notice for special reasons.

18.3 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.

Law

19.1 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.