

中國工商銀行（亞洲）有限公司
商業網上銀行服務之條款及條件

商業網上銀行服務乃一項由本行向法團或並非法團組織的團體提供之服務，而該等客戶於香港在本行開立一個或以上之賬戶。

下列條款及條件規管該項服務之接達及使用，並構成「商業網上銀行服務申請表」所列賬戶之標準條款及條件（並經此指出納入下列條款及條件內）的一部份。客戶使用該項服務即構成客戶同意接納下列條款及條件和上述標準條款及條件，並受其約束：

1. 釋義

a) 在此等條款及條件內，下列詞語具以下涵義：

「賬戶」	指客戶向本行指定，並經本行不時登記可透過使用該項服務而接達之賬戶；惟本行可指明，並全權決定更改可提供該項服務之賬戶類別。
「申請表」	指包含此等條款及條件之商業網上銀行服務申請表。
「本行」	指中國工商銀行(亞洲)有限公司，亦包括其業權繼承人及受讓人。
「營業日」	指一個本行在香港經營銀行業務之日，不包括星期六下午。
「網上銀行賬戶號碼」	指本行給予客戶用作接達該項服務之身份代號。
「客戶」	指已向本行申請，並已獲本行接納以使用該項服務之人士。
「數碼證書」	指客戶已向有關發證機構申請之證書。
「香港」	指中華人民共和國香港特別行政區。
「輸入用戶」	指客戶指定之人士（等），其有權接達及使用該項服務，但並無獲授權代表客戶批核交易事項。
「企業客戶 ID」	指客戶指派或由銀行發出之用戶的身份代號，以助用戶連同其私人密碼一併使用以接達該項服務。
「保安器材」	概括指本行發出或客戶或客戶不時指定之任何其他機構（及為本行接納）指派之所有數碼證書、數碼簽署、電子鎖匙、登入識別器、密碼、私人密碼（PIN）、電子器材及其他代碼及接達程序（包括但不限於數碼證書、網上銀行賬戶號碼、企業客戶 ID 及私人密碼），以助客戶接達該項服務或用戶（視情況而定）使用該項服務。
「該項服務」	指商業網上銀行服務或本行可不時指定，並獲客戶接納之其他接達渠道。
「簽署人」	指客戶指定之人士（等），該（等）人士有權接達該項服務及透過該項服務代表客戶授權發出指示。
「轉賬限額」	指本行不時指定之轉賬限額或如客戶在申請表中指定之轉賬限額較本行指定者為低，則指客戶所指定之轉賬限額。
「用戶」	指獲客戶授權之任何輸入用戶或簽署人，其持有企業客戶 ID，並可連同私人密碼一併使用以接達該項服務。
「私人密碼」	指本行指派予用戶之密碼，以助用戶連同企業客戶 ID 接達該項服務。

b) 在此等條款及條件中，文義指的複數詞包含單數詞之含意，相反亦然。每種詞性均包含其他詞性。文義指的任何人士包括個別人士、商號、法人團體或並非法團之實體。

2. 與賬戶及該項服務有關之條款及條件

- a) 作為本行准許客戶接達及使用該項服務之代價，客戶同意根據此等條款及條件及本行不時發出之任何其他指示行事。客戶亦向本行保證，客戶就該項服務所提供之一切資料均屬真實、完整及最新。
- b) 客戶同意遵從及履行本文所載之一切條款及條件行事，並會就本行因客戶未能或遺漏遵從及履行此等條款及條件而可能蒙受之一切合理訴訟費用（按律師及當事人基準）、索償、索求、開支、訴訟、虧損及損失而向本行作出賠償保證。
- c) 在無損此等條款及條件之原則下，賬戶亦須受所有其他不時適用於賬戶之明示及暗示條款及條件規管；如有任何衝突，概以此等條款及條件為準。
- d) 客戶確認，如客戶乃透過該項服務執行押匯服務交易事項，交易事項須在各方面受本行提供予客戶之押匯服務下及客戶先前向本行簽署及交付之所有協議規限。客戶亦須受有關申請表所載之一切條款及條件約束。

3. 接達該項服務

- a) 本行應向客戶提供有關保安器材，惟已選擇利用數碼證書透過該項服務批核交易事項之客戶應自費申請一份由本行不時指定之發證機構發出之數碼證書，作為認證之用。用戶必須使用企業客戶 ID 及私人密碼方可成功登入及接達。簽署人應使用私人密碼或數碼證書批核由用戶準備之交易事項。

- b) 客戶確認該項服務只供客戶專用，並承諾確保不會向任何其他人士（根據此等條款及條件獲批准者除外）披露任何或所有保安器材。客戶確認，保安器材必須保密，而客戶或用戶在任何時候故意或並非故意作出任何行動或遺漏而導致未能將保安器材保密，會致使客戶須向本行承擔本行因未能保密而產生或承受之一切損失及損害。客戶須全權負責妥善保管保安器材及採取一切必要之預防措施以維持保安器材之保密程度。
- c) 客戶不應明知而容許任何其他人士使用該項服務。客戶茲同意及確認任何人士（不論經客戶授權與否）以任何保安器材使用該項服務，均應當作客戶使用該項服務，客戶承擔一切因此而產生之風險及一切責任。因此，客戶同意對由任何人士（不論經客戶授權使用任何保安器材與否）進行之一切交易事項承擔及負上全部責任，惟因本行嚴重疏忽或故意失責（包括設備或保安系統發生故障）而導致之該等交易事項除外。
- d) 客戶如發現任何保安器材在實際上、在被威脅之情況下或可能未經授權而被使用，則須立即通知本行（「通知」），並須書面確認通知。客戶亦應立即更改有關該項服務之私人密碼/密碼。在本行收到通知前，客戶不可就任何未經授權使用之保安器材而向本行提出任何索償。除非條件第 9(d)條適用及另有規定，否則客戶須對使用任何保安器材（不論經客戶授權與否）而進行之一切交易事項負上全責。除非條件第 9(d)條適用，否則在本行接獲通知前，客戶須就使用該項服務（不論經客戶授權與否）而產生之一切損失及損害向本行作出賠償保證。

4. 該項服務

- a) 客戶有權透過該項服務進行本行不時予以通知及可予進行之交易事項，惟有關交易事項須受轉賬限額規限。
- b) 該項服務只在可合法提供服務之司法權區內提供。
- c) 本行可透過該項服務取得其本身編製或由任何人士提供之財務、市場或其他資料及數據。本行透過該項服務或就回應網上查詢而提供之任何匯率、利率、買賣價及其他價格及資料只作參考，並不獲保證或陳述，或對本行具約束力。此外，提供此等資料不會解除客戶之責任，當中客戶確認，其須獨立決定市價及利率，以及在依賴或作出行動前更改由該項服務提供之任何資料，以及就使用該項服務所產生之法律、稅務及其他問題、此等條款及條件及根據適用法律可能影響客戶之任何交易事項及買賣向獨立專業人士徵詢意見。本行就與客戶進行任何特定交易事項而提供之任何利率、價格及資料，在客戶確定其接納後，不論是本行透過該項服務一般提供之任何其他利率、價格或資料，均對客戶具約束力。

5. 確認及同意

- a) 客戶明白及確認，該項服務為客戶與本行執行銀行交易事項而增設之渠道，並不應當作可代替執行銀行交易事項之其他已接納方法。倘若該項服務因任何理由而未能提供，客戶應使用其他方法或渠道執行銀行交易事項。
- b) 客戶確認（及不得爭議），任何由客戶經該項服務給予本行之指示會當為客戶向本行提出履行該項指示之要求及授權，而該等指示之法律效力、有效性及可強制執行性乃與客戶或用戶代表客戶以書面發出之指示所具備者相同，即使彼等與客戶在任何時候就客戶之賬戶或事務作出之任何其他授權的條款有所衝突。本行並不保證指示會在本行實際執行之前獲得履行。客戶進一步確認，本行有權根據其一般業務守則及程序行事，並只在本行絕對酌情認為可行及合理之情況下會接納該等指示。本行有權在具備其絕對酌情認為合理之理由時（包括但不限於就客戶使用該項服務而可能進行之任何交易或買賣或任何類別之交易或買賣之價值，施加及更改任何轉賬限額或每日最低或最高限額）訂明任何其接納任何指示或拒絕履行任何指示之條件。客戶亦須提供本行或本行指定之任何其他機構可能不時就著或有關提供該項服務而合理要求客戶提供之資料。
- c) 客戶明白，檢查所有指示以確保該等指示正確無誤之重要性。因此，客戶同意在透過該項服務輸入或要求本行輸入或指示本行進行/從事交易事項之前檢查所有該等指示。客戶接納利用保安器材而透過該項服務作出之任何指示一經提供，則不可在未經本行同意之情況下撤銷或撤回。客戶確認，所有看來是或暗示由客戶發出或代表客戶發出之指示均不可撤回，且對客戶具約束力，不論該等指示乃經客戶授權與否。除核實保安器材外，本行並無責任對發出任何該等指示之人士的身份或權力或任何該等指示的真確性進行核實。
- d) 客戶確認，涉及任何一天賬戶間轉賬之指示可由本行決定在發出指示當日（如屬營業日）或在下一個緊接之營業日在有關賬戶內處理，而轉賬金額應受轉賬限額所規限。
- e) 客戶確認，在無明顯錯誤之情況下，本行有關該項服務之交易及訊息（包括適用匯率）的電腦數據記錄乃具決定性及對客戶具約束力。客戶同意，在適用法例許可之情況下，該等記錄在法庭上可被接納為交易及訊息存在，以及該等記錄所載事實之憑證。
- f) 客戶確認，透過該項服務傳遞指示、資料或通訊會出現時差。因此，除非有關該項服務之指示乃按本行不時所定之方式發出及本行實際上已經收妥，否則該等指示不會被當為已被本行收妥。
- g) 客戶在使用該項服務時應遵守所有適用法律及/或法規。客戶本身不得或在明知的情況下容許他人將該項服務用作非法用途或活動。客戶如得知有該種用途，必須立即通知本行。
- h) 客戶不得及不可企圖或容許任何第三方破解編碼、分拆、反向編碼破解、翻譯、非法挪用、改裝、改動、修改、提升、增添、刪除或以任何方式擅動或進入該項服務任何部份或其內之任何軟件。
- i) 除非另有指明，否則該項服務之內容，包括但不限於內文、軟件、代碼、講稿、網頁、音樂、聲音、照片、影帶、圖畫、圖形用戶界面、表格、圖表或該項服務所載之其他材料（統稱「材料」）之所有版權及其他知識產權及所有權利，均屬本行所有或由本行持有有關牌照。客戶在未經本行作出書面批准之前，不可複印、複製、分派、修改、傳送、再用、再寄或使用材料作公開或商業用途。

6. 授權

- a) 客戶茲不可撤回地授權本行在賬戶支取根據任何通過該項服務給予及進行之提款、轉賬及/或交易指示的任何及所有金額。

- b) 倘若從賬戶提取、轉賬及/或支付之金額超出賬戶結存，本行可在當時或其後向客戶作出之任何付款當中扣除該差額，或以本行認為適當之方法，包括但不限於行使其根據條件第 7 條所擁有之權利追收該差額。
- c) 本行有絕對權利不予支付看似不正當、不完整或本行有理由相信未經客戶正式授權之各項付款。

7. 抵銷權利

不論任何賬戶結算或任何事宜，本行均可隨時(i)將客戶名下現存之所有或任何賬戶（不論屬個人或與其他人士聯名持有或屬存款、儲蓄或往來賬戶或任何性質之任何其他賬戶，以及不論是已到期與否之賬戶）合併或綜合，及(ii)將該等賬戶結存用作抵銷或轉移作償還客戶因使用該項服務而欠負本行之任何債務，而不論該債務屬現存或將有，實有或或有，基本或附屬，或由客戶個別欠負或客戶與任何其他人士共同欠負。

8. 貨幣

如有任何付款或本行行使其根據條件第 7 條之權利而需要將一種貨幣兌換為另一種貨幣，則應按處理有關指示當日或（如適用）本行行使有關權利當日之現行即期匯率（由本行作出最終決定）兌換。

9. 法律責任及賠償之限制

- a) 本行不會就下列各項而產生或有關下列各項而造成之後果向客戶或任何第三方承擔任何法律責任或責任：
 - (i) 延遲或未能提供該項服務，以及因通訊網絡延誤或故障而導致客戶未能接達該項服務之全部或部份；
 - (ii) 由於（不限於）任何電訊設備因任何理由未能接收訊息、任何電訊系統故障、設計缺點、機器故障、電力故障、機件失靈、就提供該項服務所使用之設備、裝置或軟件受到干擾或不足、天災、政府政策、內亂、暴亂、罷工、戰爭、火災、水災或爆炸而導致傳送延誤或失效；
 - (iii) 因客戶或任何其他人士（不論經授權與否）使用或接達該項服務而使用該項服務及/或接達任何資料；
 - (iv) 由於出現任何會對客戶之硬件、軟件或設備，或本行網站之一般操作產生不利影響之病毒或其他破壞性或擾亂性特徵而導致該項服務出現延誤或失效或中斷；或
 - (v) 任何傳達本行及客戶間所傳遞之指示或資料的器材、設備、電訊公司、或中間人披露或洩漏有關客戶及/或用戶之指示或資料。

倘若本行嚴重疏忽或故意失責，本行須向客戶承擔之責任只限於直接及只是因該等嚴重疏忽或故意失責而產生之直接及合理地可預見之虧損及損失（如有），並不包括任何附帶、間接、特別、相應或懲戒性的損失賠償。

- b) 本行會盡力採取一切合理之步驟，以確保透過該項服務所提供之資料乃正確無誤（與本行另作免責聲明之任何資料有關者除外）。本行對透過該項服務所提供之任何資料之準確性、真確性、可靠性、充分性、時間性或完整性或該等資料是否適合作任何用途，並不作出任何保證、陳述或擔保。客戶茲同意及確認所有通過該項服務而收到之資料只供參考，並不可當為與該等事宜有關具決定性之憑證。本行毋須就客戶依賴通過該項服務提供之資料作出之決定或進行之交易負責。建議客戶應就透過或通過使用該項服務取得之任何資料徵詢獨立意見。

顯示透過賬戶進行交易事項之賬戶結單會由本行根據及依據有關賬戶之條款及條件提供，且除非或直至出現有抵觸之情況，否則結單屬具決定性。

- c) 在本行並無嚴重疏忽或故意失責之情況下或除非套用條款第 9(d)條，否則客戶茲向本行解除一切法律責任，並承諾就因下列各項導致或以任何方式產生之一切合理法律行動、訴訟、訴訟費用、索償、索取、開支、損失及負債作出賠償保證：
 - (i) 本行利用任何保安器材透過該項服務傳送之指示行事，不論此等指示乃經客戶妥善授權與否；
 - (ii) 因客戶、用戶或任何第三方之行動或遺漏、疏忽或其他事宜或因任何就提供該項服務而使用之設備或軟件在本行控制範圍以外發生故障而導致本行通過該項服務提供予客戶之資料不正確；
 - (iii) 客戶或任何其他人士因利用任何保安器材而通過該項服務得以接達有關客戶或任何其他人士之資料，不論該項接達是否經客戶授權。
- d) 在客戶並無疏忽、欺詐或出錯之情況下，客戶會因下列各項而毋須就未經客戶授權及透過該項服務進行之交易事項負責：
 - (i) 若本行根據任何不時適用於本行之法律、行為守則或市場慣例採取合理及可行步驟，以確保系統之安全，並控制及管理操作系統之風險，而電腦罪行該被本行保安系統防止；
 - (ii) 本行因嚴重疏忽或故意失責而導致之人為或系統錯誤，引致交易處理不當，並致使損失資金或將資金錯誤處理；或
 - (iii) 本行因嚴重疏忽或故意失責而導致錯過或錯誤付款。

本行根據上文(i)、(ii)及(iii)段須負之責任只限於客戶因該等理由而蒙受之直接損失。本行毋須負責任何間接、特別或相應而生或任何其他損失或損失賠償。

- e) 本行並不保證或發表聲明，該項服務、用以提供該項服務或客戶用作接達該項服務之任何設備、就此使用之軟件或當中所載資料，或安裝在客戶之設備內之軟件（如有）並無附帶病毒或其他可能有損客戶之硬件、軟件或設備及導致蒙受損失及損害之破壞性或擾亂性特徵。
- f) 客戶確認，客戶使用本行網站內現有或將有之超文本連結以接達其他互聯網網站或資源（「網站」），客戶本身須承擔風險。在網站提供之內容、所發表之意見及其他連結尚未獲本行及經本行調查、核實、監察或批註。本行就不時連接到或與本行網站連接之任何或所有網站中之資料的準確性、內容、可供使用情況或遺漏明示作出責任或法律責任之免責聲明。客戶須負全責在與任何人士進行任何聯機或離機接達或交易事項之前，作出一切查詢及調查及/或核實網站資料的準確性。客戶確認，客戶須就透過或於網站進行之一切活動承擔責任。本行概不對客戶可能轉寄或被要求透過網站提供予任何人士之資料的安全作出保證。不論此等條款及條件之任何事宜，客戶不可撤回地及無條件地豁免其就客戶或任何其他人士因為或就透過本行網站接達或接通任何網站而蒙受之任何損失或損害所提出之任何申索。

10. 資料披露及儲存

- a) 在有關個人資料（私隱）條例致客戶及其他個別人士之通函的條款或本行不時發出之其他通知或聲明之規限下，客戶明示授權本行向本行之高級職員、僱員、業務夥伴、資訊服務供應商、附屬公司及代理人、任何電訊公司及任何第三方（不論在香港境內或境外），披露及轉移本行認為就提供該項服務及執行客戶所發出或聲稱由客戶發出之任何指示而言屬適當，或因應任何適用法律或法規、任何權力法院或政府或規管機關的命令或指示所規定之有關用戶、客戶、交易事項及與賬戶有關之買賣的個人資料及其他資料。
- b) 客戶確認及同意，為表明運用發給客戶及/或用戶之保安器材所作出之指示乃來自客戶，本行有權及獲授權透過該項服務向任何財務機構及/或該財務機構之商戶及/或客戶披露客戶之業務/公司全名及/或識別公司之其他資料。
- c) 客戶允許本行儲存任何就提供該項服務而言屬必要之資料。

11. 費用及收費

- a) 客戶須準時支付有關該項服務及本行就提供及使用該項服務而提供之軟件（如有）的一切費用及收費。本行有權以本行認為適當之方法及方式向客戶提出不少於三十(30)天之通知調整費用及收費，列明適用費用及收費之金額；惟倘若費用及收費之調整在本行控制範圍以外，本行會在合理之情況下通知客戶有關之收費調整。
- b) 客戶同意按照本行不時就提供或使用該項服務而定之期間支付任何及一切費用及收費。客戶茲授權本行在客戶任何一個賬戶支取該等費用及收費。適用費用及收費乃預先支付及不可退回。

12. 暫停及終止該項服務

- a) 授予接達該項服務之權利與否由本行全權決定。本行可在其認為適當的時候暫停或終止該項服務之全部或部份。本行不會就上述之暫停或終止事宜承擔任何法律責任及責任。
- b) 結束賬戶時，透過該項服務接達賬戶之權利亦會隨之被終止，而不會另作通知。
- c) 在不損害此等條款及條件所載任何方面之原則下，倘若：
 - (i) 客戶未能支付其根據此等條款及條件應付之款項或未能遵從或遵照此等條款及條件所載任何明示或暗示之條款、條件、保證或陳述；
 - (ii) 客戶破產或清盤、解散、停業或無力償債或收到有關接管令或與其債權人作出任何安排或就該等債權人訂立任何轉讓書；
 - (iii) 客戶任何財物被扣押或執行或遭威脅被扣押或執行或客戶不履行任何判決超過十四(14)天；或
 - (iv) 本行懷疑（並無義務給予理由或所據理由）客戶或其任何用戶已參與或可能參與任何欺詐交易或以欺詐方式使用該項服務或違反任何適用法律、法規、協議或條款及條件之任何活動，

則本行可立即終止該項服務而毋須事先通知客戶。

- d) 在上述條款之規限下，客戶可在正式書面通知本行後隨時終止使用該項服務。在本行實際上已接獲該項通知及該項服務被本行實際終止之前，客戶須對透過利用任何保安器材使用該項服務進行之任何及所有交易負上全責。終止該項服務不會終止賬戶或影響客戶及本行應有之權利及義務。

13. 服務條件

- a) 本行會不時指明該項服務之類別及服務範圍。本行有權不時修改、擴大或縮小該項服務之服務範圍，而毋須事先通知客戶。
- b) 客戶只可在本行不時指定之服務時間內接達該項服務或該項服務所提供之若干交易事項類型。本行有權更改服務時間，而毋須事先通知客戶。本行可訂明該項服務所提供任何類型交易之截數時間。

14. 轉讓

- a) 客戶不應在得到本行事先作出之書面同意之前轉讓任何由此等條款及條件所訂立之權益或權利。
- b) 本行可隨時轉讓任何由此等條款及條件所訂立之權益或權利，而毋須事先得到客戶同意。

15. 修訂

本行有權修改、更改、修訂及/或增補此等條款及條件，以及本行不時發出之任何其他指示。此等條款及條件之任何修改、更改、修訂及/或增補會在本行將此等修改、更改、修訂及/或增補以書面通知形式寄往客戶之最新近地址或張貼於本行大堂或以本行認為適當之其他方式通知客戶三十（30）天後，以及客戶在其後繼續保存或使用該項服務之情況下生效及對客戶具約束力。

16. 各別性質

如任何此等條款及條件在任何時候於任何司法管轄區之法律下在各方面屬於或成為非法、無效或不可強制執行，該等非法、無效或不可強制執行的情況不會對此等條款及條件內其他條款及條件之法律效力構成影響。

17. 豁免

本行之行為、延誤或遺漏不會對其根據此等條款及條件之權利、權力及補救方法或任何進一步或其他行使該等權利、權力及補救方法構成影響。此等條款及條件之權利及補救方法並不單指而是累加於法律所規定之權利及補救方法。

18. 通訊

- a) 本行有權不時根據此等條款及條件訂明通知的形式及各類通知的通訊模式。
- b) 在以下各種情況下，客戶會被視作已收到所有親身交付、郵寄、傳真、電傳或電郵之通訊：如為親身交付者，指在親身交付或留交到客戶最新近以書面通知本行之地址時；或如以郵遞方式寄付，指投寄後兩（2）天後（如客戶之地址在香港）及七（7）天後（如地址在香港境外）；或如以傳真、電傳或電郵方式交付，則指緊隨傳遞至客戶最新近以書面通知本行之傳真或電傳號碼或電郵地址後。客戶寄予本行之通訊會被視作於實際收到通訊當日交付予本行。

19. 其他事項

如客戶為合夥經營，本文所載之條款及條件對客戶具約束力，不論合夥經營之名稱有任何更改、新合夥人之加入或任何合夥人因身故或其他理由不再為合夥經營之成員。

20. 監管法律

此等條款及條件受香港法律規管，並須按其詮釋。本行及客戶願意服從香港法院行使之非專屬司法管轄權。

21. 語言

如此等條款及條件之中、英文本有任何歧義，概以英文本之文意為準。

Industrial and Commercial Bank of China (Asia) Limited
Terms and Conditions of Commercial Internet Banking Service

The Commercial Internet Banking service is offered by the Bank to a body of persons, corporate or unincorporate, who maintains one or more accounts with the Bank in Hong Kong.

The following terms and conditions govern the access to and use of the Service and form part of the Bank's standard terms and conditions for the accounts listed in the Commercial Internet Banking Service application form which are incorporated into the following terms and conditions by reference. The use of the Service by the Customer will constitute the Customer's agreement to accept and be bound by the following terms and conditions and the standard terms and conditions referred to above.

1. Definitions

a) In these terms and conditions:

"Account(s)"	means the account(s) nominated by the Customer and accepted by the Bank from time to time to be accessible through the use of the Service, provided that the Bank may specify and at its sole discretion vary the types of accounts in respect of which the Service is available.
"Application Form"	means the Commercial Internet Banking Service Application Form which incorporates these terms and conditions.
"Bank"	means Industrial and Commercial Bank of China (Asia) Limited and which expression includes its successors in title and assigns.
"Business Day"	means a day on which the Bank is open for banking business in Hong Kong but excluding Saturday afternoon.
"Internet Banking Account No."	means the identification code provided by the Bank to the Customer to access the Service.
"Customer"	means a person which has applied and been accepted by the Bank to make use of the Service.
"Digital Certificate"	means the certification which the Customer has applied for from the relevant Certification Authority.
"Hong Kong"	means the Hong Kong Special Administrative Region of the People's Republic of China.
"Input User"	means the person(s) designated by the Customer to have the power to access and use the Service but is not authorised to approve transactions on behalf of the Customer.
"Customer ID"	means the identification code assigned by the Customer or the Bank to enable the User(s) to access the Service with a PIN.
"Security Devices"	means collectively all digital certificates, digital signatures, electronic keys, logon identifiers, passwords, personal identification numbers (PINs), electronic devices and other codes and access procedures (including without limitation the Digital Certificate, the Internet Banking Account No., the User ID and the PIN) issued by the Bank or assigned by the Customer or any other body designated by the Customer from time to time (and who shall be accepted by the Bank) in order to enable the Customer to access the Service or the User (as the case may be) to use the Service.
"Service"	means the Commercial Internet Banking service or such other access channels as specified by the Bank from time to time and accepted by the Customer.
"Signer(s)"	means the person(s) designated by the Customer to have the power to access the Service and authorise the giving of instructions on behalf of the Customer via the Service.
"Transfer Limit"	means the Transfer Limit as prescribed from time to time by the Bank or if the Transfer Limit prescribed by the Customer in the Application Form is lower than that prescribed by the Bank, the Transfer Limit prescribed by the Customer.
"User(s)"	means any of the Input User(s) or Signer(s) who are authorised by the Customer to hold and to use the Customer ID to access the Service with a PIN.
"PIN"	means the password assigned by the Bank together with the Customer ID to enable the User(s) to access the Service.

b) In these terms and conditions, references to the plural shall include the singular and vice versa; words importing a gender shall include every gender; references herein to any person shall include references to an individual, firm, body corporate or unincorporated entity.

2. Accounts and Services related terms and conditions

- a) In consideration of the Bank allowing the Customer to obtain access to and have the use of the Service, the Customer agrees to act in accordance with these terms and conditions and any other instruction issued by the Bank from time to time and further the Customer warrants that all information provided by the Customer to the Bank in relation to the Service is true, complete and up-to-date.
- b) The Customer agrees to observe and perform all the terms and conditions herein contained and to indemnify the Bank against all reasonable costs (on a solicitor and client basis), claims, demands, expenses, actions, losses and damages which the Bank may suffer as a result of the failure or omission on the part of the Customer to observe and perform these terms and conditions.
- c) Without prejudice to these terms and conditions, any transactions on the Account(s) shall also be governed by all other express and implied terms and conditions applicable from time to time to the Account(s) and in the event of a conflict, these terms and conditions shall prevail.
- d) The Customer acknowledges that if the Customer is to effect trade service transactions via the Service, the transactions shall be subject in all respects to all the agreements under which the trade services are provided to the Customer by the Bank and which the Customer has previously signed and delivered to the Bank. The Customer shall also be bound by all the terms and conditions as contained in the relevant applications.

3. Access to the Service

- a) The Bank shall supply the Customer with the relevant Security Devices, PROVIDED THAT the Customer who has selected the option to approve transactions via the Service with Digital Certificate shall at its own expense apply for a Digital Certificate to be issued by the Certification Authority as designated by the Bank from time to time for the purpose of authentication. The Users shall use the User ID and the PIN to logon and access the Service. The Signers shall use the PIN or the Digital Certificate to approve the transactions prepared by the Users. The Customer agrees that it shall use and shall procure the Users to use the Service and the Security Devices in accordance with all the procedures and requirements laid down in the User Guide.
- b) The Customer acknowledges that the Service is for the sole and exclusive use of the Customer and, undertakes to ensure that it shall not disclose any or all of the Security Devices to any other person except as permitted under these terms and conditions. The Customer acknowledges that the Security Devices are confidential and any act or omission whether intentional or unintentional by the Customer or the Users at any time that causes a breach of that confidentiality shall render the Customer liable to the Bank for all losses and damages incurred or suffered by the Bank resulting from that breach of confidentiality. The Customer is solely responsible to keep secure and to take all necessary precautions to maintain the confidentiality of the Security Devices.
- c) The Customer shall not knowingly allow any other person to use the Service and the Customer hereby agrees and acknowledges that the use of the Service by any person (whether or not authorised by the Customer) with any of the Security Devices shall be deemed to be use of the Service by the Customer and the Customer accepts all risks and all liability arising therefrom. Accordingly, the Customer agrees to undertake and bear all responsibility for all transactions, which are carried out by any person whether or not authorised by the Customer using any of the Security Devices other than those transactions which are due to the gross negligence or wilful default on the part of the Bank which including an equipment or security system failure.
- d) The Customer shall notify the Bank (the “**Notice**”) immediately of any actual, threatened or likely unauthorised use of any of the Security Devices and shall confirm the Notice in writing. The Customer shall also immediately change the relevant PIN/password relating to the Service. Until the Bank has received the Notice, the Customer shall have no claim against the Bank for any unauthorised use of any of the Security Devices. Unless Condition 9(d) shall apply and save as provided, the Customer shall be fully responsible for all transactions which are conducted by using any of the Security Devices whether or not such use is authorised by the Customer. The Customer shall indemnify the Bank for all losses and damages in respect of any use of the Service whether or not authorised by the Customer prior to the Bank receiving the Notice unless Condition 9(d) shall apply.

4. The Service

- a) The Customer shall be entitled to effect such transactions via the Service as shall be notified to it and as available from time to time by the Bank subject to the Transfer Limit.
- b) The Service shall only be available in those jurisdictions where it may be lawfully offered.
- c) The Bank may make available via the Service financial, market or other information and data prepared by itself or supplied to it by any person. Any exchange rate, interest rate, dealing rate and other prices and information given by the Bank via the Service or otherwise in response to an on-line enquiry is for reference purposes only, and is not warranted or represented by, nor is it binding on the Bank. Further, the provision of this information shall not relieve the Customer of the obligation, which the Customer acknowledges that it has, to independently determine market prices and rates, and to vary any information provided by the Service before relying or acting on it and to seek independent professional advice on legal, tax and other issues in connection with the use of the Service, these terms and conditions and any transactions and dealings which may affect the Customer under all applicable laws. Any rate, price and information offered by the Bank for the purpose of any specific transaction with the Customer shall be binding on the Customer upon the Customer confirming his acceptance of it irrespective of any other rate, price or information generally given by the Bank via the Service.

5. Acknowledgment and Agreement

- a) The Customer understands and acknowledges that the Service is provided as an additional service or channel to effect the banking transactions of the Customer with the Bank and shall not be considered as a substitute for other accepted methods of effecting banking transactions. The Customer shall use other methods or channels to effect banking transactions in the event that the Service is not available for any reason whatsoever.
- b) The Customer acknowledges (and shall not dispute) that any instructions given to the Bank via the Service shall operate as a request and mandate by the Customer to the Bank to act upon its instructions and shall have the same legal effect, validity and enforceability as if the instructions have been given in writing by the Customer or by the Users on the Customer's behalf even if they conflict with the terms of any other mandates given by the Customer at any time concerning the Customer's Accounts or affairs. The Bank does not warrant that any instructions will be acted upon until they are actually executed by the Bank. The Customer further acknowledges that the Bank shall be entitled to act in accordance with its regular business practice and procedures and that it shall only accept such instructions in so far as it is, in the Bank's absolute discretion, applicable and reasonable to do so. The Bank reserves the right to prescribe any conditions subject to which it accepts any instructions or to refuse to act on any instructions if, in its absolute discretion, there are reasonable grounds for so doing (including without limitation imposing and varying any transfer limits or minimum or maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which the Customer may conduct by using the Service). The Customer shall also provide such information as the Bank or any other body designated by the Bank may from time to time reasonably request for the purpose of or in connection with providing the Service.
- c) The Customer understands the importance of checking all instructions to ensure that they are correct and accurate and accordingly it agrees to check all such instructions before inputting or requesting the Bank to enter into, or instructing the Bank to enter into transactions via the Service. The Customer accepts that any instructions given via the Service by using the Security Devices, once given, may not be rescinded or withdrawn without the consent of the Bank. The Customer acknowledges that all instructions purported or implicitly to be given by or on behalf of the Customer shall be irrevocable and binding on the Customer whether or not such instructions are authorised by the Customer. The Bank shall have no duty to verify the identity or authority of the person giving any such instructions or the authenticity of any such instructions apart from verifying the Security Devices.
- d) The Customer acknowledges that instructions involving the transfer of funds between the accounts or any other accounts on any day may at the discretion of the Bank be processed on the day the instructions are given if it is a Business Day, or otherwise on the next succeeding Business Day and the amount of funds to be transferred shall be subject to the Transfer Limit.
- e) The Customer acknowledges that the Bank's computer data records of the Service transactions and messages (including

applicable rates) are, save to the extent of manifest error, conclusive and binding on the Customer. The Customer agrees that such records shall be admissible in the court as evidence of the existence of the transactions and messages, and of the facts contained in such records to the extent admitted by applicable law.

- f) The Customer acknowledges that there may be a time lag in the transmission of instructions, information or communications via the Service, accordingly any instructions in connection with the Service shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe from time to time and until the Bank has actually received such instructions.
- g) The Customer shall abide by all applicable laws and/or regulations in its use of the Service. The Customer shall not use or knowingly allow any other person to use the Service for or in connection with any illegal purpose or activity and the Customer shall notify the Bank immediately if it becomes aware of such use.
- h) The Customer shall not, and shall not attempt or allow any third party to decompile, disassemble, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with or gain access to, any part of the Service or any software comprised in it.
- i) All copyright and other intellectual and proprietary rights in the content, including without limitation, the text, software, code, scripts, webpages, music, sound, photographs, video, graphics, graphical user interface, forms, diagrams or other material contained in the Service (collectively, the "Materials") are owned by or licensed to the Bank unless otherwise indicated. The Customer may not copy, reproduce, distribute, modify, transmit, reuse, re-post, or use the Materials for public or commercial purposes without the prior written permission of the Bank.

6. Authorisation

- a) The Customer hereby irrevocably authorises the Bank to debit the Account(s) with any or all amounts pursuant to any withdrawal, transfer and/or transaction instructions given and effected via the Service.
- b) In the event that the amount which has been withdrawn, transferred and/or paid from the Account(s) exceeds the balance in the Account(s), the Bank may retain such shortfall from any payment then or thereafter due to the Customer or otherwise collect such shortfall in whatever way it deems fit including without limitation exercising its rights under Condition 7.
- c) The Bank has the absolute right to withhold any payment which appears to be improper, incomplete or which the Bank has reason to believe is not properly authorised by the Customer.

7. Rights of Set-off

The Bank may, at any time, notwithstanding any settlement of account or other matter whatsoever, (i) combine or consolidate all or any of the then existing accounts opened in the name of the Customer (whether held singly or jointly with others or whether a deposit, savings or current account or any other account of any nature whatsoever, and whether matured or otherwise), and (ii) set off or transfer any sums standing to the credit of any such accounts in or towards satisfaction of any liability of the Customer to the Bank incurred as a result of the use of the Service by the Customer, whether such liability be present or future, actual or contingent, primary or collateral or whether owed solely by the Customer or owed jointly by the Customer and any other person.

8. Currency

Where any payment or the Bank's exercise of its rights under Condition 7 requires the conversion from one currency into another, such conversion shall be calculated at the then prevailing spot rate of exchange (as conclusively determined by the Bank) on the date of the processing of the relevant instruction or as the case may be, the Bank's exercise of the relevant rights.

9. Limitation of Liability and Indemnification

- a) The Bank does not assume any liability or responsibility to the Customer or any third party for the consequences arising out of or in connection with any:
 - (i) delay in or failure of the Service and the Customer's inability to access the Service in whole or in part due to the delay or failure of the communication network;
 - (ii) delay in or failure of transmission of instructions or information via the Service arising from, without limitation, failure of any telecommunication equipment to receive information for whatever reason, any telecommunication breakdown, design defect, mechanical failure, power failure, malfunctions, interruption or inadequacy of equipment, installation or software used in connection with the provision of the Service, Act of God, government act, civil commotion, riot, strike, war, fire, flood or explosion;
 - (iii) use of the Service and/or access to any information as a result of such use or access by the Customer or any other person whether or not authorised;
 - (iv) delay in or failure or interruption of the Service due to the existence of any virus or other destructive or disruptive features which may adversely affect the Customer's hardware, software or equipment, or the operation of the web-site of the Bank generally; or
 - (v) disclosure or leakage of instruction or information relating to the Customer and/or the Users from or by any device, equipment, telecommunication company, intermediary through which the instruction or information is transmitted between the Bank and the Customer.

In the event of gross negligence or wilful default on the part of the Bank, the Bank's liability to the Customer shall be limited only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely from such gross negligence or wilful default and shall exclude any incidental, indirect, special, consequential or exemplary damages.

- b) The Bank shall use reasonable endeavours to ensure that information provided via the Service is correct (save in relation to any information for which the Bank has specifically disclaimed any responsibility). The Bank does not warrant, represent or guarantee the accuracy, truth, reliability, adequacy, timeliness or completeness of any information provided via the Service or whether such information is fit for any purpose. The Customer hereby agrees and confirms that information received via the Service is for reference only and shall not be taken as conclusive evidence of the matters to which it relates. The Bank shall not be liable for any decision made or transactions carried out by the Customer in reliance on the information provided via the Service and the Customer is advised to seek independent advice in respect of any information it acquires via or through the use of the Service

Account statements showing transactions transacted through the Account(s) will be supplied by the Bank in accordance with and subject to the terms and conditions governing the relevant Account and shall be conclusive unless and until the contrary is established.

- c) In the absence of gross negligence or wilful default on the part of the Bank or unless Condition 9(d) shall apply, the Customer hereby releases the Bank from all liability and undertakes to indemnify the Bank against all reasonable actions, suits, costs, claims, demands, expenses, losses and liabilities howsoever arising in consequence of or in any way related to:
- (i) the Bank acting upon instructions transmitted via the Service by the use of any of the Security Devices whether or not those instructions shall have been made with the proper authority of the Customer;
 - (ii) the incorrectness or inaccuracy of any information supplied by the Bank to the Customer via the Service caused by an act or omission, negligence or otherwise of the Customer, the Users or any third party, or caused by the malfunction of any equipment or software used in connection with the provision of the Service beyond the control of the Bank; or
 - (iii) the Customer or any other person obtaining access via the Service to information relating to the Customer or any other person if such access was gained by the use of any of the Security Devices whether such access is authorised by the Customer or not.
- d) In the absence of any negligence, fraud or fault on the part of the Customer, the Customer shall not be liable for transactions not authorised by the Customer and performed through the Service due to:
- (i) a computer crime which should have been prevented by the security system of the Bank had the Bank taken such reasonable and practicable steps to ensure the security of the system and to control and manage the risks in operating the system as are in accordance with any laws, codes of conduct or market practices which are applicable to the Bank from time to time;
 - (ii) a human or system error due to gross negligence or wilful default on the part of the Bank, resulting in an improper transaction, leading to lost or misplaced funds; or
 - (iii) a missed or mis-directed payment due to gross negligence or wilful default on the part of the Bank.
- The Bank's liability under paragraphs (i), (ii) and (iii) above shall be limited to the direct losses suffered by the Customer as a result of such causes. The Bank shall not be responsible for any indirect, special or consequential or any other loss or damage.
- e) The Bank does not warrant or represent that the Service, any equipment used to provide the Service or used by the Customer to access the Service, the software used in connection therewith, or the information provided therein, or the software (if any) which may be installed in the Customer's equipment is free from virus or other destructive or disruptive features which may adversely affect the Customer's hardware, software or equipment and cause it to suffer loss or damage.
- f) The Customer acknowledges that the use of hyperlinks that are or will be available at the website of the Bank to access other Internet sites or resources (the "Sites") shall be at the Customer's own risk. The contents, opinion expressed, and other links provided at the Sites have not been, and are not, investigated, verified, monitored, or endorsed by the Bank. The Bank expressly disclaims any responsibility and liability for the accuracy, contents, availability or omission of information found on any or all of the Sites which may from time to time be linked to or from the website of the Bank. The Customer shall be solely responsible for making all enquiries and investigation and/or verifying the accuracy of the information on the Sites before proceeding with any online or offline access or transaction with any parties. The Customer acknowledges that all activities conducted by the Customer via or at the Sites will be at its own risk. The Bank does not warrant the security of any information which the Customer may forward or be requested to provide to any parties via the Sites. Notwithstanding anything in these terms and conditions, the Customer irrevocably and unconditionally waives any claims that it may have against the Bank for any loss or damage suffered by the Customer or any other party as a result of, or in connection with, any access to or interaction with any of the Sites accessed via the website of the Bank

10. Disclosure and Storage of Information

- a) Subject to the provisions of the Circular to Customers and other Individuals Relating to the Personal Data (Privacy) Ordinance and other notice or statement issued by the Bank from time to time, the Customer expressly authorises the Bank to disclose and transfer to the officers, employees, business partners, information service providers, subsidiaries and agents of the Bank, any telecommunication companies and any third party (whether within or outside Hong Kong) such personal data and other information relating to the Users, the Customer, the transactions and dealings in connection with its Account(s) which the Bank may consider appropriate for the purposes of providing the Service and giving effect to any instructions given or purportedly given by the Customer, or if required by any applicable law or regulation, order or direction issued by any competent court or government or regulatory authority in any applicable jurisdiction.
- b) The Customer acknowledges and agrees that the Bank shall be entitled and authorised to disclose the Customer's full business/company name and/or other particulars identifying the Customer through the Service to any financial institution and/or such institution's merchants and/or customers for the purpose of indicating that instructions referable to the use of the Security Devices issued to the Customer and/or its Users are from the Customer.
- c) The Customer gives its permission to the Bank to store any information as may be necessary for the provision of the Services.

11. Expenses and Charges

- a) The Customer shall pay in a timely manner all fees and charges in relation to the Service and the software (if any) to be provided by the Bank in connection with the provision and the use of the Service. The Bank reserves the right to revise such fees and charges upon giving not less than thirty (30) days' notice by such means and in such manner as the Bank thinks fit to the Customer specifying the amount of the applicable fees and charges provided that, where any revision of fees and charges is beyond the Bank's control, the Bank will give such notice to the Customer as is reasonable in the circumstances.
- b) The Customer agrees to pay any and all fees and charges and at such intervals as advised by the Bank from time to time in connection with the provision or use of the Service and the Customer hereby authorises the Bank to debit any of the Account(s) of the Customer with the amount of such fees and charges. The fees and charges applicable shall be payable in advance and are non-refundable.

12. Suspension and Termination of Service

- a) The granting of access to the Service shall be at the Bank's sole discretion and the Bank may suspend or terminate the Service in whole or in part at any time it deems fit. The Bank will not assume any liability or responsibility for any such suspension or termination.
- b) On the closure of an Account(s), the access to that Account through the Service will be terminated forthwith without further notice.
- c) Without prejudice to anything contained in these terms and condition, if
- (i) the Customer fails to pay any sum which is payable by the Customer hereunder or shall otherwise fail to observe or

comply with any of the terms, conditions, warranties or representations herein contained whether expressed or implied;

- (ii) the Customer shall commit an act of bankruptcy or enter into liquidation, dissolution, cessation of business or insolvency or shall have a receiving order made against it or shall make any arrangement with its creditors or any assignment for the benefit of such creditors;
 - (iii) any distress or execution shall be levied or threatened upon any of the Customer's property or any judgment against the Customer shall remain unsatisfied for more than fourteen (14) days; or
 - (iv) the Bank shall suspect without being obliged to give any reason or ground thereof that the Customer or any of its Users has participated or may participate in any fraudulent transaction or in any activity involving the use of the Service in a fraudulent manner or contrary to any applicable laws, rules, agreements or terms and conditions,
- then the Bank may without prior notice to the Customer terminate the Service immediately.
- d) Subject to the aforesaid provisions, the Customer may terminate the use of the Service at any time upon written notification duly made to the Bank and until such notification is actually received and the Service is actually terminated by the Bank, the Customer shall be fully responsible for any and all transactions conducted through the use of the Service by means of the use of any of the Security Devices. The termination of the Service will not terminate the Account(s) or affect the accrued rights and liabilities of the Customer and the Bank.

13. Service Conditions

- a) The Bank may from time to time specify the type and scope of the Service. The Bank reserves the right to modify, expand or reduce the scope of the Service from time to time without giving prior notice to the Customer.
- b) The Service or certain types of service or transaction available under the Service may be available to the Customer only during the service hours specified by the Bank from time to time. The Bank reserves the right to change such service hours without prior notice to the Customer. The Bank may specify the cut-off time for any type of service or transaction available under the Service.

14. Assignment

- a) The Customer shall not without the prior written consent of the Bank assign any interest or right created by these terms and conditions.
- b) The Bank may at any time assign any interest or right herein created without the Customer's consent.

15. Amendment

The Bank shall be entitled to revise, alter, amend and/or add to these terms and conditions and any other instruction issued by the Bank from time to time. Any revision, alteration, amendment and/or addition thereto shall become effective and be binding on the Customer thirty (30) days after written notice thereof shall have been given to the Customer at its last known address or by display in the banking halls of the Bank or by other means as the Bank thinks fit and where the Customer continues to maintain or use the Service thereafter.

16. Severability

If at any time any of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, such illegality, invalidity or unenforceability shall not affect the validity of any of the other terms and conditions hereof.

17. Waiver

No act, delay or omission by the Bank shall affect its rights, powers and remedies under these terms and conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies of the Bank under these terms and conditions are cumulative and not exclusive of the rights and remedies provided by law.

18. Communication

- a) The Bank shall be entitled to prescribe from time to time the form of notice and the mode of communication in respect of each type of notice to be given pursuant to these terms and conditions.
- b) All communications delivered personally, by post, facsimile transmission, telex or e-mail shall be deemed to have been received by the Customer, if by personal delivery, at the time of personal delivery or leaving it at the address last notified in writing by the Customer to the Bank, or if sent by post, two (2) days after posting if the Customer's address is in Hong Kong and seven (7) days after posting if the address is outside Hong Kong or if by facsimile transmission, telex or e-mail, immediately after transmitting to the facsimile or telex number or e-mail address last notified in writing by the Customer to the Bank. Communications sent by the Customer to the Bank shall be treated as delivered to the Bank on the date of actual receipt.

19. Miscellaneous

Where the Customer is a partnership, the terms and conditions herein contained shall be binding on the Customer notwithstanding any change of name of the partnership, admission of new partner(s) or any partner ceasing to be a member of the partnership by reason of death or otherwise.

20. Governing law

These terms and conditions are governed by and shall be construed in accordance with the laws of Hong Kong. Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Hong Kong courts.

21. Language

In case of inconsistency between the English and Chinese versions of these terms and conditions, the English version shall prevail.