

## 《網上企業銀行服務條款》

### 1. 本條款的使用

1.1 以下條款和條件（不時經修改和生效）適用於並規限使用由招商銀行股份有限公司香港分行（「銀行」一詞包括其位於香港的所有支行和辦事處以及其繼承人及受讓人）向任何公司、商號、合夥商行、合營企業、協會、獨資經營商行或者其他法團實體或非法團實體，而前述各方已獲銀行接納為使用網上企業銀行服務的客戶（「客戶」）所提供的網上企業銀行服務。客戶收到本條款或其任何修訂版本後申請、使用或繼續使用網上企業銀行服務，即被視為已同意受本條款或其任何修訂版本的約束。

1.2 《賬戶持有人條款》應被納入為本條款整體的一部份，正如《賬戶持有人條款》全文載於本文中一樣。如《賬戶持有人條款》與本條款有所抵觸，應以本條款為準。

1.3 「本條款」一詞每當在本文項下使用時，應包括客戶所簽署的「招商銀行香港分行網上企業銀行服務申請開立表格」及有關網上企業銀行服務的其他申請表格或修訂申請表格或補充文件，與網上企業銀行服務有關的使用者手冊、指引或印刷品，連同《賬戶持有人條款》。

### 2. 釋義及定義

#### 2.1 在本條款中：

(a) 「賬戶」指客戶在銀行維持及不時由客戶指定並獲銀行接納為根據網上企業銀行服務可使用的賬戶（可包括支票賬戶、儲蓄賬戶或其他性質的賬戶）；

(b) 「審批人員」指客戶所指定和授權，負責核實和審批（該審批可透過電子方式發出，並應在本條款中如此解釋）指示的人士；審批人員的權限範圍及限制是由系統管理員按銀行不時訂明的方式釐定；

(c) 「被授權使用者」指系統管理員、審批人員及／或經辦人員（視所屬情況而定）；

(d) 「網上企業銀行服務」指銀行不時提供的該等服務或設施，令客戶得以通過個人電腦、終端機、互聯網及／或其他電子通訊器材，向銀行發出指示，以進行銀行、金融或其他交易或服務；

(e) 「數字證書」指由銀行不時核准的核證機關所發出，用以核實數字簽名的數字證書；

(f) 「數字證書卡」指裝載有數字證書的可攜式電子設備；

(g) 「指示」指透過使用任何電腦、互聯網、流動電話，或銀行可不時訂明或指明的該等其他器材、機器或設備所發出，並由銀行就網上企業銀行服務所使用的電腦或其他系統所接收和確認的指示；

(h) 「登錄用戶名」指為使用網上企業銀行服務或銀行所提供的其他服務而由銀行編定或由被授權使用者挑選的被授權使用者名稱或別名；

(i) 「登錄密碼」指與登錄用戶名一同使用的由銀行系統隨機產生或由被授權使用者以銀行所規定的方式不時挑選的每個被授權使用者個人識別號碼，用以使用網上企業銀行服務或由銀行提供的其他服務；

(j) 「市場資訊」指由任何資訊供應商提供並在網站上刊登的任何金融、市場或其他資料、數據、新聞和分析員報導；

(k) 「經辦人員」指客戶所指定及授權，負責就賬戶發出、修改及/或取消指示的人士；經辦人員的權限範圍及限制是由系統管理員按銀行不時規定的方式釐定；

(l) 「系統管理員」指客戶所指定及授權，負責管理和控制被授權使用者使用網上企業銀行服務的人士；而按透過銀行網上企業銀行服務系統所反映，該項指定已通知銀行並獲銀行所接納。系統管理員亦可擔任經辦人員或審批人員，負責發出指示。客戶應時刻設有 2 名系統管理員；

(m) 「交易」指按照指示訂立的任何交易，或為任何客戶或賬戶訂立的任何交易；

(n) 「數字證書卡密碼」指就數字證書發出的密碼；及

(o) 「網站」指由銀行所操作並且只可透過由銀行所公佈的網址接達的任何網站。

2.2 就下列情況而言：

(a) 若申請是以獨資經營商行的名義作出，客戶即指獨資經營者或其遺產代理人、破產管理人、繼承人或受讓人；

(b) 若申請是以商號的名義作出，客戶即指共同或各別行事的各合夥人或其任何一人，或以該商號的名義經營業務的任何人士，或該合夥人或人士各自的遺產代理人、破產管理人、繼承人或受讓人；或

(c) 如屬公司的情況，客戶即指該公司及其繼承人或受讓人。

### 3. 網上企業銀行服務的範圍

3.1 銀行接受客戶申請使用網上企業銀行服務是以符合銀行不時釐定的資格準則及完成銀行不時釐定的申請手續為條件。在客戶的申請獲銀行接納後，銀行將會向系統管理員提供登錄用戶名、登錄密碼、數字證書卡及數字證書卡密碼；除非客戶亦成功為經辦人員或審批人員申請數字證書卡及數字證書卡密碼，銀行方會向經辦人員或審批人員提供數字證書卡及數字證書卡密碼，用以使用網上企業銀行服務。

3.2 銀行可不時及隨時指定透過網上企業銀行服務可進行的交易類別，包括但不限於賬戶及交易查詢、定期存款、行內轉賬及匯款服務。銀行可隨時絕對酌情決定，在無須事先通知及無須給予任何理由的情況下，撤銷透過網上企業銀行服務可進行的任何交易類別。

3.3 網上企業銀行服務是由銀行絕對酌情決定提供的服務。銀行可隨時絕對酌情決定，在無須事先通知及無須給予任何理由的情況下，暫停、取消或更改網上企業銀行服務或其任何部份。

3.4 客戶承認知悉，若基於任何原因，網上企業銀行服務或可透過其向銀行發出指示的媒體被暫停或取消，客戶不得對銀行作出任何申索並應採用其他可行方法達成其所需的交易。

#### 4. 授權及指示

4.1 客戶如要獲取銀行提供的網上企業銀行服務，客戶必須：-

- i. 指定及委任系統管理員並授之以下列權力及權限：-
  - a. 收取銀行編配給系統管理員的登錄用戶名、登錄密碼、數字證書卡及卡密碼；
  - b. 指定及任命經辦人員及審批人員並授之以下列權力和權限：
    - i. 收取銀行編配給經辦人員或審批人員的數字證書卡及卡密碼；
    - ii. 審批人員有權代客戶審批及撤銷其權限範圍內的交易指示；代客戶發出交易指示，該等發出的指示對客戶具有全面約束力；
    - iii. 經辦人員有權代客戶發出、修改及/或取銷其權限範圍內的交易指示。
  - c. 設定及編配任何經辦人員及審批人員的操作權限及業務操作模式；
  - d. 編配任何經辦人員及審批人員的登錄用戶名及登錄密碼；

- e. 編配任何經辦人員及審批人員於每一筆交易的限額。
- ii. 代每位系統管理員、經辦人員及審批人員向銀行申請數字證書卡及卡密碼，並向銀行提供該等被授權使用者的有效身份證明文件。

4.2 客戶透過使用其被授權使用者的登錄用戶名及登錄密碼及／或（視所屬情況而定）數字證書卡及數字證書卡密碼發出的任何指示是不可撤回和不可推翻的，並對客戶具約束力。在銀行有權不接受任何指示的前提下，客戶特此授權銀行執行以前述方式發出的任何指示。

4.3 被授權使用者的身份純粹透過使用登錄用戶名及登錄密碼及／或（視所屬情況而定）數字證書卡及數字證書卡密碼予以確定，且銀行獲授權將透過輸入正確或正確組合的該等登錄用戶名及登錄密碼及／或（視所屬情況而定）該等數字證書卡及數字證書卡密碼而向銀行發出的所有指示及通訊視作由客戶所發出。客戶同意銀行並無職責核實任何指示的真確性，或發出指示的任何人士的真實性、身份或權限。

4.4 客戶應確保，每項指示應由最少兩名分別擔任經辦人員及審批人員的被授權使用者發出。在任何情況下，客戶均不應准許一名被授權使用者在同一宗交易中以經辦人員兼審批人員的雙重身份行事。

4.5 客戶應對每項指示的準確性及完整性負責，並且應確保每項指示將符合客戶的預期目的。如果銀行懷疑某項指示可能不準確或不完整，銀行可以但並無義務拒絕執行該指示，而無須就任何據稱損失或延誤負上任何法律責任。

4.6 客戶承認知悉及同意，銀行內賬戶之間的轉賬是以數字操作的系統運作。即使當客戶發出行內轉賬指示時，銀行會要求客戶提供任何賬戶的號碼及名稱，銀行將資金轉入或轉出與指示中所提供的賬號相同的賬戶，即構成銀行已妥善和完全執行指示，而銀行並無職責核實賬戶名稱。

4.7 指示一經發出，客戶應持續對所發出的指示承擔全部責任，除非及直至銀行已接納修改、撤銷或撤回指示的要求，並按該要求行事。即使未能履行指示，收費及合理的開支仍可能會產生並將由客戶負責。

4.8 所有電子訊息將被視作由訊息發送人所簽署的書面文件。透過該（等）電子訊息訂立的合約將屬不可推翻並對客戶具約束力。

## 5. 網上企業銀行服務的使用

5.1 客戶確認在網上企業銀行服務及有關服務或功能的申請表格上向銀行所提供的資料均屬真實和完整的，並且授權銀行向任何可知來源核實客戶的資料。客戶的資料如有任何更改，客戶承諾會從速通知銀行。客戶承認知悉有必要向銀行提供一切所需的資料，使銀行能夠處理客戶的申請、指示及／或要求，並且亦承認知悉，若其未能提供真實和準確的資料，可能導致客戶的申

請、指示及／或要求不獲接納。所有申請均須經銀行批准，銀行可酌情決定拒絕接受任何申請或撤回任何批准，而無須給予任何理由。

5.2 客戶應確保所有被授權使用者應嚴格遵守本條款。特別而言，一名被授權使用者不應以經辦人員兼審批人員的身份執行同一項指示。

5.3 使用、連接和操作網上企業銀行服務所需的一切器材、設備和軟件（不包括由銀行提供的器料或軟件）應由客戶自行取得和維修，費用及開支由客戶支付。

5.4 客戶不應使用未經銀行批准的任何器材、設備、軟件和通訊格式接達網上企業銀行服務，並且不應為接達當時銀行所提供的特定服務以外的目的而使用網上企業銀行服務。客戶保證概無指示會違反任何適用法律。

5.5 客戶不應以任何方式截取或干擾網站或網上企業銀行服務的操作。

5.6 系統管理員如有任何變動，客戶應透過辦理銀行所訂明的手續立即通知銀行。在銀行通知客戶其接納有關變動之前，或在該變動透過銀行的網上企業銀行服務系統予以反映之前，任何變動均不得生效。經辦人員或審批人員如有任何變動，系統管理員應立即透過網上企業銀行服務作必要變更。在上述變動獲銀行或網上企業銀行服務系統接納之前，由已離任的被授權使用者發出的指示將繼續對客戶具約束力。

5.7 如果任何被授權使用者不再受僱於客戶，客戶須按照上文第 5.6 條規定撤換該被授權使用者。在該項撤換生效之前，由該被授權使用者發出的所有指示應屬有效並對客戶具完全的約束力。

## 6. 登錄密碼、數字證書卡密碼及未經授權使用

6.1 每一被授權使用者應對登錄密碼及數字證書卡密碼（視所屬情況而定）嚴加保密，並妥善保存數字證書卡（視所屬情況而定），以及確保：

(a) 在任何情況下均不得向他人披露登錄密碼及數字證書卡密碼，亦不得允許他人使用數字證書卡以接達網上企業銀行服務；

(b) 不得基於任何理由透過電子郵件發送登錄密碼及數字證書卡密碼；

(c) 在初始使用網上企業銀行服務時，應更改登錄用戶名、登錄密碼及數字證書卡密碼，銀行並建議定期更改登錄密碼及數字證書卡密碼；在不影響本條款其他條文的前提下，若懷疑登錄密碼及數字證書卡密碼被洩露或未經授權使用時，應隨即將其改為先前從未使用過的全新密碼組合；

(d) 被授權使用者在使用網上企業銀行服務的過程中，不應在無人看管下離開任何電子設施；及

(e) 登錄密碼、數字證書卡及數字證書卡密碼（視所屬情況而定）如有被遺失、洩露或未經授權使用，或懷疑被遺失、洩露或未經授權使用，應立即以電話或圖文傳真方式向銀行報告，並在隨後 24 小時內或銀行不時訂明的其他時間內，以書面或其他方式予以確認。

每一被授權使用者應注意，在任何情況下，銀行或其僱員均不會要求提供有關被授權使用者的登錄密碼或數字證書卡密碼的資料。

6.2 客戶同意，對於由不論是否經客戶授權的任何人士使用登錄密碼、數字證書卡及數字證書卡密碼所涉及的一切交易，客戶將會負上責任。客戶承認知悉，登錄密碼、數字證書卡及數字證書卡密碼存有被他人濫用或被濫用作未經授權用途的風險，並且同意承受所有該等風險。對於因銀行按任何未經授權指示行事而導致或引致客戶所蒙受的任何損失或損害，銀行不會負上法律責任。

6.3 客戶在知道或懷疑登錄用戶名、登錄密碼、數字證書卡或數字證書卡密碼被遺失、洩露或披露予任何未經授權人士或由任何未經授權人士所取得，或者有人以登錄用戶名、登錄密碼、數字證書卡或數字證書卡密碼發出任何未經授權指示或進行交易時，應立即以電話或圖文傳真方式向銀行報告，並在隨後 24 小時內或銀行不時訂明的其他時間內，以書面或其他方式予以確認。

6.4 如果客戶收到任何交易的確認書（不論是以書面、電子或口頭方式），但客戶並未就該交易發出指示，或該確認書與指示不符，客戶應立即通知銀行。

## 7. 銀行責任的限制

7.1 客戶同意，銀行對不執行或延遲執行任何指示無須負上法律責任。對於銀行因任何指示或提供網上企業銀行服務而招致或蒙受的一切損失、開支及法律責任（包括但不限於法律費用），但因銀行的故意不當行為而導致者除外，客戶應按完全彌償基準，對銀行作出彌償。

7.2 對於銀行就客戶使用網站及／或網上企業銀行服務，或任何其他人士或實體透過利用任何登錄密碼、數字證書卡或數字證書卡密碼使用網站及／或網上企業銀行服務，或客戶或其任何被授權使用者違反或不遵守本條款所導致的任何訴訟／行動或申索而招致或蒙受的一切損失、開支及法律責任（包括但不限於法律費用），客戶應按完全彌償基準，對銀行作出補償。

7.3 銀行無須就下列各項負上法律責任：

(a) 如基於任何理由（包括但不限於任何個人電腦或電腦系統、電訊網絡、電力系統、互聯網服務供應商、軟件或提供接達互聯網或互聯網服務的其他系統的任何失靈或故障或網上企業銀行服務的任何暫停服務），客戶不能使用網上企業銀行服務或進行任何交易；

- (b) 在客戶的電腦屏幕上出現對網上企業銀行服務的任何不正確陳述；
- (c) 延遲或未能發送透過網上企業銀行服務所提供或所要求的任何通知或資料，或任何通知或資料中的任何不準確之處、錯誤或遺漏；
- (d) 有關任何未獲授權的截取、訛誤或任何指示或任何指示中所載數據的損失或任何其他未經授權使用網上企業銀行服務，但因銀行的故意失當行為所引致者則作別論；
- (e) 有關影響網站的或銀行系統（包括用以提供、支援網上企業銀行服務或在其他方面與網上企業銀行服務有關的硬件、伺服器系統、數據處理系統、保安系統、電腦遠程傳輸與電訊系統、操作系統、專用應用系統及軟件（「系統」）），或客戶的個人電腦或電腦系統的任何電腦病毒或類似問題；
- (f) 對網站或系統作出的任何電腦罪行，而銀行已採取合理的措施防止上述各項，或對客戶的個人電腦或電腦系統作出的任何電腦罪行；
- (g) 非銀行所能合理控制的任何其他行為或情況；及／或
- (h) 任何服務供應商、財務機構或第三方的任何作為或不作為。

## 8. 費用及收費

8.1 客戶同意向銀行支付與提供網上企業銀行服務有關的一切費用及收費。該等費用及收費可在銀行不時（不論以書面或電子形式）公佈的任何收費表中訂明，並將應客戶要求而向其提供。

8.2 如果銀行已就某項既定服務向客戶收取費用，但銀行基於任何理由而不提供該服務，銀行可絕對酌情決定退還該等收費中的任何未動用部份，而銀行將再無與此相關的任何進一步義務。

## 9. 對第三者的授權

9.1 在經銀行批准的情況下，客戶在辦理銀行所規定的手續後，可授權另一公司（「第三者」）透過網上企業銀行服務操作客戶的賬戶。第三者一經如此授權，其所發出的任何指示即對客戶具約束力，如同該指示是由客戶發出一樣。

9.2 銀行可全權酌情決定及在無須負上任何法律責任下，批准客戶授權由第三者使用網上企業銀行服務，並且可隨時撤銷該項批准，而無須負上任何法律責任，並且無須給予通知或理由。

9.3 每名第三者應為銀行的賬戶持有人，並且應已另行申請網上企業銀行服務，而其申請應已獲銀行批准。銀行可不時訂明所須符合資格或其他規定。

9.4 客戶應在決議案中註明其與第三者的關係，但銀行並無義務核實客戶所聲稱的關係，且並不在任何方面牽涉入客戶所聲稱的關係。客戶與第三者應確保在申請書及決議案上所提供的一切資料均屬真實正確。

9.5 如果第三者不再獲客戶授權，客戶應辦理銀行訂明的所需終止手續。第三者所發出的任何指示持續對客戶具約束力，直至銀行將該項終止通知客戶或當該項終止透過銀行的網上企業銀行服務系統反映，以示該項終止生效為止。

9.6 客戶應指定第三者將可使用的功能及賬戶類別。客戶同意並確認，對第三者的授權一經作出，第三者即可不受限制接達及（在受第三者交易限額規限下）使用客戶的賬戶，對於第三者的一切指示、由該等指示所訂立的一切交易及第三者的一切行為，客戶應全面負上法律責任。銀行獲授權在無須作任何查詢下按第三者的一切指示行事。

9.7 第三者一概不能將客戶對其所作出的授權轉授給其他公司或個人。

## 10. 接受及執行指示

10.1 即使銀行可在某天任何時間透過網上企業銀行服務收到指示，但指示未必可立即被執行，並將受個別交易類別的截止時間規限，而該截止時間可由銀行不時釐定及更改。銀行在截止時間後收到的任何指示將於下一營業日處理。

10.2 銀行可酌情決定執行一項指示的全部或部份，但無須理會該指示或其中一個部份是否互相抵觸或與任何其他指示有抵觸。銀行無須就因此引致的任何直接、間接、特殊、經濟、附帶或相應而生的損失負上法律責任。

10.3 如果某項指示基於任何理由（如賬戶結餘不足）被銀行拒絕接納，客戶有責任採取必需的補救行動並在之後重新發出指示。銀行不會自動重新處理被如此拒絕的指示。銀行無須就因此引致的任何直接、間接、特殊、經濟、附帶或相應而生的損失負上法律責任。

10.4 在不影響上述條文的前提下，銀行可拒絕執行儘管已獲銀行的電子系統接受的任何指示，而無須給予通知或理由，亦無須負上法律責任。

10.5 若需要將一種貨幣兌換成另一種貨幣，該項兌換應按銀行決定為當時的現行即期匯率計算，該決定屬不可推翻並對客戶具約束力。

10.6 銀行可就網上企業銀行服務的每種交易類別（以港幣或其他等值貨幣計算）設定每日及單筆上限及下限，並可不時予以調整。

10.7 透過網上企業銀行服務發出的任何指示純屬客戶對銀行提出的要求。若出現（包括但不限於）以下情況，銀行可在無須負上法律責任下行使其絕對酌情權，拒絕或延遲依照該指示行事：



- (a) 該項要求或指示不夠清晰；
- (b) 該項要求或指示可能超越銀行所訂明對客戶或該交易類別所批予的限額；
- (c) 客戶之指定的賬戶內可動用的存款不夠及/或該客戶賬戶已被凍結或變成為不動賬戶；
- (d) 銀行知道或懷疑一個或一個以上賬戶的操作或網上企業銀行服務的操作在保安上可能受到威脅；
- (e) 銀行已按照本條款第 14 條規定，終止客戶使用網上企業銀行服務；或
- (f) 交易與銀行的一貫業務常規或程序不符。

10.8 為執行客戶發出的指示，銀行可絕對酌情決定按任何條款及條件，交由任何代理人或人士（不論其是否與銀行有聯繫）執行該指示。

## 11. 免責聲明

### 11.1 電子系統

11.1.1 銀行並未且並不在網站上可取得或網上企業銀行服務所提述或透過網上企業銀行服務所提供的任何市場資訊作任何明示或暗示的陳述或保證。在法律允許的最大範圍內，銀行明示卸棄對該等市場資訊的任何責任，包括但不限於有關市場資訊是否適合作任何用途、沒有錯誤或並未侵犯任何第三方權利，或將在任何時間提供而不受中斷、沒有電腦病毒、符合任何性能標準，將會隨時或完全獲得執行、交付給客戶或被客戶收到。

11.1.2 在網站可取得的市場資訊或透過網上企業銀行服務提供的市場資訊，只供參考之用，不應構成作出任何決定的依據。未經就實時數據作出獨立查詢及諮詢獨立專業意見下，不可依據透過網站或網上企業銀行服務提供的任何意見或資料。對於因依據任何市場資訊而採取或不採取任何行動所直接或間接引致的任何損失或損害，但因銀行的故意不當行為所引致者除外，銀行無須承擔法律責任。特別而言，銀行不保證任何資訊、材料或數據均屬準確、可靠或符合現況的。

11.1.3 客戶承認知悉，在網站顯示的任何市場資訊未必是最新的。銀行將會盡合理努力確保，但不保證任何市場資訊的準確性或可靠性。

11.1.4 對於因非銀行所能合理控制的情況導致延遲或無法執行本條款項下的任何義務所蒙受的損失或損害，銀行無須負上法律責任。該等情況包括但不限於電訊、數據傳送、電腦或電子系統或服務出現故障、失靈或不可提供；戰爭、騷動、政府行動、罷工、封廠或其他工業行動或勞資糾紛（不論是否涉及任何一方的僱員或第三方的僱員）。由此而引起的銀行延遲或未能履行義務不應視作

違反本條款，而銀行履行受影響義務的時間應予順延，直至上述情況不再出現為止。

11.1.5 客戶確認及接納，電子通訊涉及風險，包括但不限於本條款所列出的風險，並同意放棄就因該等通訊引致客戶所招致或蒙受的任何損失、法律責任或開支而對銀行提出一切申索。

11.1.6 除因銀行的故意不當行為所引致者外，對於客戶因使用網站或網上企業銀行服務而直接或間接蒙受的任何損失、法律責任或開支（包括特殊、附帶或相應而生的法律責任或開支），包括但不限於網站或其內容或網上企業銀行服務的任何缺陷、錯誤、故障或失誤，或未能提供網站或網上企業銀行服務而引致的任何損失、法律責任或開支，銀行無須負上法律責任。

11.1.7 客戶從網站下載任何軟件或程式，風險應由客戶自行承擔。如因電腦病毒或未經授權截取而引致客戶直接或間接蒙受任何損失、法律責任或開支，但因銀行故意不當行為所引致者除外，銀行無須負上法律責任。

11.1.8 銀行並不保證透過網站及／或銀行服務發出的通訊，會交付予客戶或被銀行收到，而銀行亦不保證該等通訊的安全性。

11.1.9 客戶承認知悉使用網上企業銀行服務作為透過其進行交易的電子渠道涉及固有的風險，但同意接受該等風險。

11.1.10 即使本條款中有任何其他條文規定，銀行就一宗交易或一連串交易的合計法律責任不應超過相關的交易或指示或者相關的一連串交易或指示的交易款額，或客戶所直接蒙受的損失款額，以較低者為準。

11.1.11 客戶承認知悉銀行的電子系統或設施可部份或全部設於香港或中國大陸。

## 12. 數字證書卡

12.1 客戶可透過銀行的網上企業銀行服務系統及使用數字證書卡和數字證書卡密碼向銀行發出指示。與數字證書卡的出具或交付相關的任何風險應由客戶單獨承擔。

12.2 數字證書卡的任何費用應由客戶單獨承擔。在客戶使用網上企業銀行服務期間，客戶應維持數字證書卡的有效性。

12.3 客戶保證，就申領數字證書卡而提供的所有資料，在各方面均屬真實、準確及完整，並將在有需要時由客戶更新。

12.4 客戶只應使用數字證書卡及數字證書卡密碼作銀行所指定的網上企業銀行服務用途，並應遵守適用於使用數字證書卡及數字證書卡密碼的條款、條件和

章則。

12.5 客戶應完全明瞭數字證書卡及數字證書卡密碼的使用，以及一切其他相關的技術知識。

12.6 客戶同意，其一切數字簽名，如由數字證書卡及數字證書卡密碼認證，應視作客戶的簽名，並應屬不可推翻和對客戶具全面約束力。

12.7 客戶承認知悉並同意，由銀行不時確定的若干指示只可在連同由有效數字證書卡及數字證書卡密碼認證的數字簽名下發出。

12.8 銀行將盡合理努力，在無須負上法律責任下，確保銀行向客戶提供的任何數字證書卡會發揮所需的功能，使客戶能夠使用網上企業銀行服務。如果任何上述數字證書卡未能正常操作，客戶應從速通知銀行。

12.9 銀行並無就任何數字證書卡的品質、適銷性或適合作任何用途作任何明示或暗示的陳述，並且無須就任何數字證書卡的任何損失、法律責任或開支、任何缺陷負上法律責任。

12.10 對於因客戶或任何被授權使用者使用或未能使用任何數字證書卡所直接或間接引起的任何損失、法律責任或開支，銀行無須承擔法律責任。

### 13. 客戶資料的使用、披露及保密

13.1 客戶同意銀行不時所收集與客戶相關的一切個人資料，可根據經銀行不時修訂的銀行有關《個人資料（私隱）條例》的通知予以使用及披露。

13.2 客戶授權銀行將與客戶及客戶賬戶相關的資料向香港境內或境外的任何代理人、承辦商或第三方披露，用作銀行提供服務的用途或使該等代理人、承辦商或第三方能夠向銀行提供任何服務。

13.3 客戶授權銀行以任何方式記錄就使用網上企業銀行服務而向銀行發出的一切指示，並在銀行認為必需的時間內保存該等記錄。該等記錄屬銀行的財產，且客戶同意該等記錄屬不可推翻的證據並對客戶具約束力。

13.4 網站可收集客戶的任何資料（包括但不限於指示及交易以及客戶的登入情況），並可在銀行不時釐定的期間內儲存該等資料。

### 14. 終止

14.1 銀行可向客戶發出最少 30 天通知而終止網上企業銀行服務。如果銀行按其獨有意見，認為客戶使用網上企業銀行服務欠妥或可能已違反本條款或已變成無償債能力，銀行將有權立即暫停及／或終止向客戶提供網上企業銀行服務。

14.2 客戶可向銀行發出書面通知而終止使用網上企業銀行服務。客戶承認知悉及確認，應付予銀行的所有未付費用應立即全數清償，及由銀行為使用網上企業銀行服務而提供的所有器材應在可使用狀況下退回銀行。客戶所發出的終止通知只在銀行通知客戶該項終止時或當該項終止透過網上企業銀行服務系統反映時方會生效。

14.3 在網上企業銀行服務基於任何理由被終止後，客戶即不能接達或使用網上企業銀行服務；根據本條款授予客戶的任何及一切許可權及其他權利和特權應相應地終止；除經銀行明確表示同意外，客戶將不獲退還就網上企業銀行服務所付予銀行的任何費用及開支。網上企業銀行服務的終止將不影響銀行的權利。

14.4 即使出現上述終止，在終止之前由被授權使用者發出但尚未被執行的任何指示，可由銀行絕對酌情決定予以執行，並應對客戶具約束力。

14.5 在本條款項下或與本條款相關的應計權利，應在網上企業銀行服務終止後仍然有效。

## 15. 知識產權

15.1 客戶承認知悉及同意，與網上企業銀行服務相關的所有資料（不包括第三方市場資訊）、網站及一切軟件和程式，均屬銀行的財產，未經銀行事先書面同意，不可複製、下載、分發或發佈。

15.2 未經銀行事先書面同意，客戶不得以任何方式試圖修改、解譯、分析、損壞、或使用任何部份的網上企業銀行服務、網站或銀行的任何軟件或程式。

15.3 客戶不得以任何方式試圖連接、使用、干擾銀行任何部份的電訊或電腦系統、網站、伺服器、數據庫、軟件及／或資料或材料。

15.4 對於客戶透過網站提交給銀行的一切資料及材料，除適用法律所限制的任何範圍外，客戶授予銀行全球性的免除費用或專利權費全面使用權。

## 16. 其他事項

16.1 客戶承認知悉及同意，銀行可酌情決定將網上企業銀行服務或其任何部份外判給承辦商或第三方，而無須向客戶發出任何通知。該承辦商或第三方可處於香港境內或境外。

16.2 除有明顯錯誤外，銀行就客戶的任何指示及交易所作的記錄（包括電話錄音），應屬該（等）指示及交易不可推翻的證據，並對客戶具約束力。

16.3 銀行可透過向客戶發出合理通知而修改本條款。在不影響《賬戶持有人條款》規定的前提下，發給客戶的通知在網站刊登時或在銀行大堂張貼三十

(30) 天後，即屬生效。本條款的現行版本在網站上可供瀏覽，並將應要求向客戶提供。在網站上刊登的一切通知或其他通訊應於在網站上刊登之時視作已向客戶發出。若客戶在該修訂的生效日期後使用或繼續使用網上企業銀行服務，即視作已同意受經修訂的本條款約束。

16.4 客戶應在自行承擔費用下，從速遵從一切合理的要求，以協助銀行及／或警方調查未經授權使用事件及追討銀行的損失。客戶授權銀行為該項調查或追討的目的而向警方及第三方披露客戶的資料。

16.5 客戶同意，在增補及不影響《賬戶持有人條款》相關規定的前提下，與銀行的通訊可透過電郵、互聯網或任何其他電子方式進行。客戶就同一宗交易向銀行（而非其他人士）發出的一切通訊應透過同一通訊方式進行。銀行可透過任何方式與客戶通訊。客戶承認知悉，該等通訊涉及被第三方截取、監察、修改或干擾的風險。若銀行與客戶之間（或看似代表客戶發出）的任何通訊或銀行應客戶要求給予任何第三方的通訊被如此截取、監察、修改或干擾，銀行無須對客戶或任何第三方負上法律責任。

## 17. 可分割性

17.1 若本條款項下的任何條文或規定被具司法管轄權的任何法院判定為不合法、無效或不可強制執行，該條文或規定應從本條款分割，而在本條款項下的其餘條文及規定應維持有效。

## 18. 司法管轄權及限制

18.1 本條款應受香港法律管限並按照香港法律解釋，對於有關本條款所引致或涉及的任何訴訟、行動或法律程序，各方同意接受香港法院的非專屬司法管轄權管轄，但本第 18.1 條所載的任何規定不得妨礙銀行在具司法管轄權的任何其他法院提出法律程序。

18.2 客戶與銀行在網上企業銀行服務訂立的所有合約乃視作在香港訂立。

18.3 若干司法管轄區可能禁止或限制使用網上企業銀行服務。客戶有責任確保其所有被授權使用者及對網上企業銀行服務的一切使用均符合適用法律。

18.4 銀行在香港操作網上企業銀行服務，且並無作出任何陳述，指網上企業銀行服務所包含或提供的任何資訊或材料，在其他司法管轄區亦可適用或可提供使用。

18.5 除客戶及銀行以外，並無其他人士有權按〈合約(第三者權益)條例〉強制執行本條款的任何條文，或享有本條款的任何條文下權益。

## 19. 語言

本條款中、英文版本如有任何抵觸，應以英文版本為準。

## Terms and Conditions for Corporate Internet Banking Services

### 1. Use of these Terms and Conditions

1.1 The following terms and conditions (as amended and in force from time to time) apply to and regulate the use of Corporate Internet Banking Services provided by China Merchants Bank Co., Ltd., Hong Kong Branch ("Bank" which expression includes all its sub-branches and offices situated in Hong Kong and its successor and assigns) to any company, firm, partnership, joint venture, association, sole proprietorship or other incorporated or unincorporated entity who has been accepted by the Bank as a customer to use Corporate Internet Banking Services ("Customer"). By applying to, using or continuing to use Corporate Internet Banking Services after receiving a copy of these terms and conditions or any amendments, the Customer shall be deemed to have agreed to be bound by them.

1.2 The General Terms and Conditions for Account Holders ("General Terms") shall be incorporated as an integral part of these terms and conditions, as if the General Terms are written in full herein. In case of conflict between the General Terms and these terms and conditions, these terms and conditions shall prevail.

1.3 The expression "these terms and conditions" whenever used hereunder shall include the "China Merchants Bank Hong Kong Branch Corporate Internet Banking Services Application Form" and other application or amendment forms or supplements pertaining to Corporate Internet Banking Services signed by the Customer, user manuals, guidelines or literature of the Bank relating to Corporate Internet Banking Services together with the General Terms.

### 2. Interpretation and Definitions

#### 2.1 In these terms and conditions:

(a) "Account" means an account (which may be a current account, savings account or an account of any other nature) maintained by the Customer with the Bank and from time to time designated by the Customer and accepted by the Bank as to be accessible under Corporate Internet Banking Services;

(b) "Approver" means a person designated and authorized by the Customer to verify and approve (such approval may be given electronically and shall be so construed in these terms and conditions) an Instruction; an Approver's scope and limit of authority is determined by the Administrator in such manner as from time to time prescribed by the Bank;

(c) "Authorized User" means an Administrator, an Approver and/or an Operator (as the case may be);

(d) "Corporate Internet Banking Services" or "CIB" means such services or facilities as provided by the Bank from time to time which enable the Customer to carry out banking, finance or other transactions or services by giving Instructions to the Bank through personal computer, terminal, internet and/or other electronic communication devices;

(e) "Certificate" means a digital certificate issued by a certification authority from time to time approved by the Bank for verification of digital signatures;

(f) "USB Key" means a portable electronic device installed with a Certificate;

(g) "Instruction" means an instruction given to the Bank through the use of any computer, Internet, mobile telephone or such other device, machine or equipment as the Bank may from time to time prescribe or specify and which is received and recognised by the computer or other systems of the Bank used for Corporate Internet Banking Services;

(h) "Login Name" means a name or alias of an Authorized User assigned by the Bank or selected by the Authorized User for the purpose of accessing Corporate Internet Banking Services or other services provided by the Bank;

(i) "Login Password" means the personal identification number of each Authorized User randomly generated by the Bank's systems or selected from time to time by the Authorized User in such manner as required by the Bank for use in conjunction with the Login Name for accessing Corporate Internet Banking Services or other services provided by the Bank;

(j) "Market Information" means any financial, market or other information, data, news and analyst coverage provided by any information provider and published on the Website;

(k) "Operator" means a person designated and authorized by the Customer to give, amend and/or cancel an Instruction in respect of an Account; an Operator's scope and limit of authority is determined by the Administrator in such manner as from time to time required by the Bank;

(l) "Administrator" means a person designated and authorized by the Customer and such designation has been communicated to and accepted by the Bank as reflected through the CIB system of the Bank to manage and control the use of Corporate Internet Banking Services by Authorized Users. An Administrator may also act as an Operator or Approver to give an Instruction. A Customer should have 2 Administrators at all times;

(m) "Transaction" means any transaction concluded in accordance with an Instruction or any transaction concluded for any Customer or Account;

(n) "USB Key password" means the password issued in relation to a USB Key; and

(o) "Website" means any website operated by the Bank and accessible only through a website address announced by the Bank.

2.2 In the following contexts, a Customer is:

(a) if the application is made in the name of a sole proprietorship, the sole proprietor or his personal representative(s), trustee(s)-in-bankruptcy, successor(s) or assign(s);



(b) if the application is made in the name of a firm, the partners acting jointly or severally or each of them or any person(s) carrying on business in the name of the firm or each of such partner's or person's personal representative(s), trustee(s)-in-bankruptcy, successor(s) or assign(s); or

(c) in the case of a corporation, the corporation and its successor(s) or assign(s).

### 3. Scope of Corporate Internet Banking Services

3.1 The Bank's acceptance of a Customer's application to use Corporate Internet Banking Services is subject to eligibility criteria and completion of application procedures from time to time determined by the Bank. The Bank will provide Login Name, Login Passwords, USB Key and USB Key passwords to the Administrators, and will only provide Login Name and Login Passwords to the Operator(s) and Approver(s) unless the Customer also successfully applies for USB Key and USB Key passwords for the Operator(s) and Approver(s), to use Corporate Internet Banking Services after the Customer's application has been accepted by the Bank.

3.2 The Bank may from time to time and at any time designate the types of Transactions which are accessible by Corporate Internet Banking Services, including without limitation account and transaction inquiry, time deposit, transfer of funds between the Bank's accounts and remittance services. The Bank may, at any time in its absolute discretion without prior notice and without giving any reasons, withdraw any types of Transactions from being accessible by Corporate Internet Banking Services.

3.3 Corporate Internet Banking Services is a service provided in the absolute discretion of the Bank. The Bank may, at any time in its absolute discretion without prior notice and without giving any reason suspend, cancel or change Corporate Internet Banking Services or any part thereof.

3.4 The Customer acknowledges that in the event of Corporate Internet Banking Services or the media through which Instructions may be given to the Bank being suspended or cancelled for whatever reason, the Customer shall have no claim whatsoever against the Bank and shall use other available means to effect its required Transactions.

### 4. Authorizations and Instructions

4.1 If any Customer wants to receive Corporate Internet Banking Services provided by the Bank, the Customer should:

i. designate and appoint Administrator(s) and authorize the following:

a. to receive the Login Name, Login Password, USB Key and USB Key password as assigned by the Bank to the Administrator(s);

b. to designate and appoint Operator(s) and Approver(s) and authorize the following:

- i. to receive the USB Key and USB Key password as assigned by the Bank to the Operator(s) and Approver(s);
  - ii. Approver(s) have the power to approve and cancel an Instruction on behalf of the Customer that within the authorized limit; to submit Instruction on behalf of the Customer and such Instruction is bound to the Customer;
  - iii. Operator(s) have the power to give, amend and/or cancel an Instruction on behalf of the Customer that within the authorized limit;
- c. to set and assign operational limits and operational procedures of the Operator(s) and the Approver(s);
  - d. to assign the Login Name and Login Password of the Operator(s) and the Approver(s);
  - e. to assign the single Transaction limit of every Operator(s) and the Approver(s).
- ii. make application to the Bank for the Administrator(s), Operator(s) and Approver(s) for the relevant USB Key and USB Key password, and provide to the Bank the valid identification documents of such Authorized User(s).

4.2 Any Instruction given by the Customer through the use of the Login Name and the Login Passwords and/or, as the case may be, the USB Key and the USB Key passwords of its Authorized User(s) is irrevocable and conclusively binding on the Customer. Subject to the Bank's right not to accept any Instruction, the Customer hereby authorizes the Bank to execute any Instruction given in the aforesaid manner.

4.3 An Authorized User is identified solely by the use of the Login Name and the Login Passwords and/or, as the case may be, the USB Key and the USB Key passwords, and the Bank is authorized to treat all Instructions and communications given to the Bank by inputting the correct or correct combination of such Login Name and Login Passwords and/or, as the case may be, such USB Key and USB Key passwords as emanating from the Customer. The Customer agrees that the Bank has no duty to verify the authenticity of any Instruction or the authenticity, capacity or authority of any person who issues the Instruction.

4.4 The Customer shall ensure that each Instruction shall be given by at least two Authorized Users acting respectively as an Operator and Approver. In no circumstance shall the Customer permit an Authorized User to act in the dual capacity of Operator and Approver in the same Transaction.

4.5 The Customer shall be responsible for the accuracy and completeness of each Instruction and shall ensure that each Instruction will fulfill the expected purposes of the Customer. If the Bank suspects that an Instruction may be inaccurate or incomplete, the Bank may but is not obliged to refuse to execute such Instruction,

without any liability for any alleged loss or delay.

4.6 The Customer acknowledges and agrees that funds transfers between the Bank's accounts operate on a numerically based system. Notwithstanding that the Bank requests the Customer to provide the number and name of any account when the Customer issues an Instruction for funds transfer, a transfer to or from an account having the same number as given in the Instruction shall constitute good and complete execution by the Bank of the Instruction and the Bank has no duty to verify the account name.

4.7 Upon an Instruction being issued, the Customer shall continue to bear full responsibility for the Instruction issued, unless and until the Bank has accepted and acted on a request for amendment, revocation or withdrawal of the Instruction. If an Instruction cannot be carried out, the Customer shall still be responsible for the charges and reasonable expenses that may be incurred.

4.8 All electronic messages will be deemed written documentation being signed by the sender of the message. A contract entered into through such electronic message(s) will be conclusive and binding on the Customer.

## 5. Use of Corporate Internet Banking Services

5.1 The Customer confirms that all information provided to the Bank on the application form(s) for Corporate Internet Banking Services and related services or functions is true and complete, and authorizes the Bank to verify the Customer's information against any available sources. Where there is any change in the Customer's information, the Customer undertakes to notify the Bank promptly. The Customer acknowledges that it is necessary to provide the Bank with all information required for enabling the Bank to deal with the Customer's application(s), Instruction(s) and/or request(s), and also acknowledges that its failure to provide true and accurate information may result in the Customer's application(s), Instruction(s) and/or request(s) not being accepted. All applications are subject to the approval of the Bank, and the Bank at its discretion may reject any application or withdraw any approval without giving any reason.

5.2 The Customer shall ensure that all Authorized Users shall strictly comply with these terms and conditions. In particular, an Authorized User should not perform as an Operator and Approver for an Instruction.

5.3 All devices, equipment and softwares (excluding the devices or softwares provided by the Bank) necessary for the access, connection and operation of the Corporate Internet Banking Services shall be obtained and maintained by the Customer at the Customer's own costs and expense.

5.4 The Customer shall not use any devices, equipment, softwares and communication format which are not approved by the Bank to access Corporate Internet Banking Services and shall not use Corporate Internet Banking Services for any purpose other than accessing specific services then provided by the Bank. The Customer guarantees that no Instructions will contravene any applicable law.

5.5 The Customer shall not intercept or interfere with the operations of the Website or Corporate Internet Banking Services by any means.

5.6 If there is any change of an Administrator, the Customer shall notify the Bank immediately by completing the procedures prescribed by the Bank. No change is effective until the Bank notifies its acceptance of change to the Customer or until such change is reflected through the CIB System of the Bank. If there is any change of an Operator or Approver, the Administrator shall immediately make necessary changes through Corporate Internet Banking Services. Instructions given by an outgoing Authorized User continues to bind the Customer before such change is accepted by the Bank or the CIB system.

5.7 If any Authorized User ceases to be employed by the Customer, the Customer is required to remove the Authorized User in accordance with Clause 5.6 above. Before such removal becomes effective, all Instructions given by such Authorized User shall be valid and fully binding on the Customer.

## 6. Login Passwords, USB Key passwords and Unauthorized Use

6.1 Each Authorized User shall keep the Login Passwords and the USB Key passwords (as the case may be) strictly confidential and properly maintain the USB Key (as the case may be), and ensure that:

(a) the Login Passwords and the USB Key passwords shall in no circumstance be disclosed to other persons, nor any other person be permitted to use the USB Key to access Corporate Internet Banking Services;

(b) the Login Passwords and the USB Key passwords shall not be transmitted through electronic mail for any reason;

(c) the Login Names, Login Passwords and USB Key passwords shall be changed for initial access to Corporate Internet Banking Services and the Login Passwords and USB Key passwords are suggested to be changed periodically; without prejudice to other provisions in these terms and conditions, the Login Passwords and USB Key passwords shall, immediately upon suspected compromise or unauthorized use of the same, be changed to an entirely new combination which has not been used before;

(d) no Authorized User should ever leave any electronic equipment unattended in the course of using Corporate Internet Banking Services; and

(e) any loss, compromise, unauthorized use or suspected loss, compromise or unauthorized use of the Login Passwords, the USB Key and the USB Key passwords (as the case may be) shall be reported to the Bank by telephone or facsimile immediately, followed by confirmation in writing within 24 hours or through other means or within other times as prescribed by the Bank from time to time.

Each Authorized User shall note that under no circumstance will the Bank or its employee ask for information about an Authorized User's Login Passwords or USB Key passwords.

6.2 The Customer agrees that it will be responsible for all Transactions involving the use of the Login Passwords, the USB Key and the USB Key passwords by any person whether or not authorized by the Customer. The Customer acknowledges that there are risks of the Login Passwords, the USB Key and the USB Key passwords being abused by other persons or for unauthorized purposes and agrees to bear all such risks. The Bank will not be liable for any loss or damage suffered by the Customer as a result of or arising from the Bank acting on any unauthorized Instruction.

6.3 The Customer will notify the Bank immediately upon notice or suspicion that the Login Name, Login Passwords, the USB Key or the USB Key passwords is lost, compromised or disclosed to or obtained by any unauthorized person or any unauthorized Instruction given or Transaction effected with the Login Name, Login Passwords, the USB Key or the USB Key passwords. Such notification shall be made by reporting to the Bank by telephone or facsimile immediately, followed by confirmation in writing within 24 hours or through other means or within other times as prescribed by the Bank from time to time.

6.4 If the Customer receives confirmation (whether in paper form, electronically or verbally) of any Transaction for which the Customer has not issued an Instruction, or which is inconsistent with an Instruction, the Customer shall notify the Bank immediately.

## 7. Limit of Liability of the Bank

7.1 The Customer agrees that the Bank shall not be liable for non-execution or delay in execution of any Instruction. The Customer shall indemnify the Bank against all losses, expenses and liabilities including without limitation legal fees on a full indemnity basis incurred or suffered by the Bank as a result of any Instruction or the provision of Corporate Internet Banking Services, unless it is caused by the wilful misconduct of the Bank.

7.2 The Customer shall indemnify the Bank against all losses, expenses and liabilities including without limitation legal fees on a full indemnity basis incurred or suffered by the Bank in respect of any action or claim resulting from the Customer's use of the Website and/or Corporate Internet Banking Services, or through the use of any Login Password, USB Key or USB Key password by any other person or entity, or any breach of or non-compliance with these terms and conditions by the Customer or any of its Authorized User.

7.3 The Bank shall not be liable:

(a) if the Customer is unable to access Corporate Internet Banking Services or to effect any Transaction for any reason, including without limitation, any failure or malfunction of any personal computer or computer systems, telecommunications network, electric systems, internet service provider, software or other systems providing access to the internet or internet services or any temporary suspension of Corporate Internet Banking Services;

(b) for any incorrect representation of Corporate Internet Banking Services on the Customer's computer screen;

(c) for any delay or failure in sending any notice or information provided or requested through Corporate Internet Banking Services, or for any inaccuracy, error or omission in any notice or information;

(d) in respect of any unauthorized interception, corruption or loss of any Instruction or data contained in any Instruction or any unauthorized access to Corporate Internet Banking Services unless the same results from the wilful misconduct of the Bank;

(e) in respect of any computer virus or other problem affecting the Website or the Bank's systems, including any hardware, server systems, data processing systems, security systems, computer teletransmission and telecommunications systems, operating systems, dedicated applications and software, used for the purposes of providing, supporting or otherwise referable to Corporate Internet Banking Services ("Systems"), or the Customer's personal computer or computer systems;

(f) for any computer crime perpetrated upon the Website or the Systems if the Bank has taken reasonable steps to guard against the same or for any computer crime perpetrated upon the Customer's personal computer or computer systems;

(g) any other acts or circumstances beyond the Bank's reasonable control; and/or

(h) any act or failure to act by any service providers, financial institutions or third parties.

## 8. Fees and Charges

8.1 The Customer agrees to pay to the Bank all fees and charges in relation to the provision of Corporate Internet Banking Services. Such fees and charges may be specified in a schedule of fees published by the Bank (whether in paper or electronic form) from time to time and will be available to the Customer upon request.

8.2 If the Bank has received fees from the Customer for a given service and the Bank for any reasons does not provide such service, the Bank may in its absolute discretion refund any unutilized portion of the fees and the Bank will not have any further obligations in respect hereof.

## 9. Authorization to Third Party

9.1 Subject to approval by the Bank, the Customer may authorize another company ("Third Party") to operate the Customer's Accounts through Corporate Internet Banking Services by completing the procedures required by the Bank. Once so authorized, any Instruction from the Third Party binds the Customer as if emanated from the Customer.

9.2 The Bank may in its sole discretion and without any liability approve the Customer's authorization of the use of Corporate Internet Banking Services by a Third Party, and may at any time withdraw its approval without any liability and without giving notice or reasons.

9.3 Each Third Party shall be an Account Holder of the Bank and shall have separately applied for Corporate Internet Banking Services and its application shall have been approved by the Bank. The Bank may prescribe eligibility or other requirements from time to time.

9.4 The Customer shall specify its relationship with the Third Party in the resolution but the Bank shall not be obliged to verify and is not concerned in any way with the purported relationship. The Customer and the Third Party shall ensure that all information provided on the application and resolution is true and correct.

9.5 If the Third Party ceases to be authorized by the Customer, the Customer shall complete the necessary procedures for termination as prescribed by the Bank. Any Instruction from the Third Party continues to bind the Customer until the termination is effective upon the Bank's notification to the Customer of such termination or when such termination is reflected through the CIB System of the Bank.

9.6 The Customer shall designate the type(s) of function and account(s) to be accessible by the Third Party. The Customer agrees and confirms that once authorization is granted to the Third Party, the Third Party has unrestricted access and (subject to the transaction limits of the Third Party) use of the Customer's Accounts and the Customer shall be fully liable for all Instructions of the Third Party, all Transactions concluded by such Instructions and all acts of the Third Party. The Bank is authorized to act on all Instructions of the Third Party without any enquiry.

9.7 The Third Party is not allowed to transfer the authorization given by the Customer to itself to other company or individual.

## 10. Acceptance and Execution of Instructions

10.1 Notwithstanding that an Instruction may be received by the Bank through Corporate Internet Banking Services at any time of the day, the Instruction may not be carried out immediately and will be subject to cut-off time of the particular type of Transaction, such cut-off time being from time to time determined and changed by the Bank. Any Instruction received by the Bank after the cut-off time will be processed on the next Business Day.

10.2 The Bank may in its discretion execute an Instruction wholly or partially and regardless whether the Instruction or part thereof conflicts with each other or any other Instruction. The Bank shall not be liable for any direct, indirect, special, economic, incidental or consequential losses result therefrom.

10.3 If an Instruction is rejected for any reasons (such as insufficient balance), it is the Customer's duty to take necessary remedial action and thereafter re-issue the Instruction. The Bank will not automatically reprocess the Instruction so rejected. The Bank shall not be liable for any direct, indirect, special, economic, incidental or consequential losses resulting therefrom.

10.4 Without prejudice to the above, the Bank may refuse to execute any Instruction although it has been accepted by the Bank's electronic system, without notice, reason or liability.

10.5 Where the conversion of one currency into another currency is required, such conversion shall be calculated at a prevailing spot rate of exchange as determined by the Bank, and such determination is conclusive and binding on the Customer.

10.6 The Bank may set upper and lower limits of daily and single transaction amount for each type of Transaction under Corporate Internet Banking Services (in Hong Kong Dollars or the equivalent in other currencies), subject to change from time to time.

10.7 Any Instruction given through Corporate Internet Banking Services is solely a Customer's request to the Bank. The Bank may without liability exercise its absolute discretion to refuse or delay to act, including without limitation if any of the following events occurs:

- (a) such request or Instruction is not given with sufficient clarity;
- (b) such request or Instruction may exceed the granted limit of the Customer or the type of Transaction as stipulated by the Bank;
- (c) the remaining balance of the Customer's designated account is not sufficient and/or such account being frozen or treated as dormant;
- (d) the Bank knows or suspects that the security of the operation of one or more Accounts or that of Corporate Internet Banking Services may be threatened;
- (e) the Bank has terminated the Customer's use of Corporate Internet Banking Services according to Clause 14 hereunder; or
- (f) the Transaction is inconsistent with the Bank's usual business practice or procedures.

10.8 In order to execute an Instruction given by the Customer, the Bank may in its absolute discretion execute the Instruction by any agents or persons (whether or not they are in association with the Bank) and on any terms and conditions.

## 11. Disclaimers

### 11.1 Electronic System

11.1.1 The Bank has not and does not make any kind of express or implied representations or warranties in respect of any Market Information accessible on the Website or referred to by or as provided through Corporate Internet Banking Services. To the full extent permitted by law, the Bank expressly disclaims any responsibility for such Market Information, including without limitation as to whether the Market Information is fit for any purpose, is error free or has not infringed any third party right, or will be provided at any time without interruption, computer virus, in compliance with any performance standards, will at any time be or completely executed, delivered to the Customer or received by the Customer.



11.1.2 The Market Information accessible on the Website or provided through Corporate Internet Banking Services are for reference only and shall not form a basis for any decision. Any advice or information provided through the Website or Corporate Internet Banking Services may not be relied upon without making independent enquiries on the real-time data and taking independent professional advice. The Bank shall not be liable for any loss or damage directly or indirectly caused by any action taken or not taken by reliance on any Market Information, unless caused by the wilful misconduct of the Bank. In particular, the Bank does not guarantee that any information, materials or data are accurate, reliable or up-to-date.

11.1.3 The Customer acknowledges that any Market Information displayed on the Website may not be current. The Bank will make reasonable endeavours to ensure but do not guarantee the accuracy or reliability of any Market Information.

11.1.4 The Bank shall not be liable for loss or damage suffered by reason of any delay or failure of execution of any obligations under these terms and conditions resulting from circumstances beyond the Bank's reasonable control. Such circumstances include without limitation failure, malfunction or unavailability of telecommunications, data transmission, computer or electronic system or service; war, riot, governmental action, strike, lock-out or other industrial action or labour dispute (whether involving employees of any party or of third party). Delay or failure of execution by the Bank arising thereby shall not be deemed a breach of these terms and conditions and the time of executing the obligations being affected by the Bank shall be postponed until after such circumstances have ceased.

11.1.5 The Customer confirms and accepts that electronic communications involves risks including without limitation those as set out under these terms and conditions, and agrees to waive all claims against the Bank for any loss, liability or expense incurred or suffered by the Customer arising out of such communications.

11.1.6 Except through the wilful misconduct of the Bank, the Bank shall not be liable for any loss, liability or expense (including special, incidental or consequential loss, liability or expense) directly or indirectly suffered by the Customer arising out of the use of the Website or Corporate Internet Banking Services, including without limitation any loss, liability or expense caused by any defect, mistake, failure or error of the Website or its contents or Corporate Internet Banking Services, or by any unavailability of the Website or Corporate Internet Banking Services.

11.1.7 Any software or programme downloaded by the Customer from the Website shall be at the Customer's own risks. The Bank shall not be liable for any loss, liability or expense directly or indirectly suffered by the Customer if caused by computer virus or unauthorized interception, unless caused by the wilful misconduct of the Bank.

11.1.8 The Bank does not guarantee that communications through the Website and/or the Bank's services will be delivered to the Customer or received by the Bank, and the Bank also does not guarantee the security of such communications.

11.1.9 The Customer acknowledges that the use of Corporate Internet Banking Services being an electronic channel through which to conduct Transactions involves inherent risks but agrees to accept the risks.

11.1.10 Notwithstanding any other provisions in these terms and conditions, the aggregate liability of the Bank in respect of a Transaction or a series of Transactions shall not exceed the transaction amount of the relevant Transaction or Instruction, or series of Transactions or Instructions, or the amount of loss directly suffered by the Customer, whichever is the lower.

11.1.11 The Customer acknowledges that the electronic systems or facilities of the Bank may be partially or wholly placed in Hong Kong or in the Mainland China.

## 12. USB Key

12.1 The Customer may issue Instructions to the Bank through the CIB system of the Bank and by using the USB Key and the USB Key passwords. Any risks in connection with the issuance and delivery of the USB Key shall be solely assumed by the Customer.

12.2 Any fees for the USB Key shall be solely borne by the Customer. During the period of use of Corporate Internet Banking Services by the Customer, the Customer shall maintain the validity of the USB Key.

12.3 The Customer guarantees that all information provided in connection with the application and collection of the USB Key is true, accurate and complete in all aspects and will be updated by the Customer where necessary.

12.4 The Customer shall use the USB Key and the USB Key passwords only for the purposes of Corporate Internet Banking Services as designated by Bank and shall comply with the terms, conditions and rules applicable to their use.

12.5 The Customer shall fully understand the use of the USB Key and USB Key passwords, as well as all other related technological know-how.

12.6 The Customer agrees that all its digital signatures if authenticated by the USB Key and the USB Key passwords generated thereby shall be treated as the signature of the Customer and shall be conclusive and fully binding on the Customer.

12.7 The Customer acknowledges and agrees that certain Instructions as from time to time determined by the Bank may be issued only with digital signature as authenticated by a valid USB Key and the USB Key password.

12.8 The Bank will use reasonable efforts, without any liability, to ensure that any USB Key provided by the Bank to the Customer performs the required functions to enable the Customer to use Corporate Internet Banking Services. If any such USB Key fails to operate normally, the Customer shall notify the Bank promptly.

12.9 The Bank does not make any express or implied representations as to the quality, merchantability or fitness for any purposes of any USB Key and shall not be liable for any loss, liability or expense any defect in any USB Key.

12.10 The Bank shall bear no liability for any loss, liability or expense directly and

indirectly arising out of the use of, or the failure to use, any USB Key by the Customer or any Authorized User.

### 13. Use, Disclosure and Confidentiality of Customer's Information

13.1 The Customer agrees that all personal data in connection with the Customer collected by the Bank from time to time may be used and disclosed pursuant to the notice of the Bank in respect of the Personal Data (Privacy) Ordinance as amended from time to time by the Bank.

13.2 The Customer authorizes the Bank to disclose information in connection with the Customer and the Customer's Accounts to any agents, contractors or third parties within or outside Hong Kong for the purposes of the Bank's provision of services or to enable such agents, contractors or third parties to provide any services to the Bank.

13.3 The Customer authorizes the Bank to record by any means all Instructions given to the Bank in relation to the use of Corporate Internet Banking Services and to keep such records for as long as the Bank considers necessary. Such records are property of the Bank and the Customer agrees that they are conclusive evidence binding on the Customer.

13.4 The Website may collect and, for such period as the Bank may determine from time to time, store any information of the Customer, including without limitation Instructions and Transactions and the Customer's access.

### 14. Termination

14.1 The Bank may give the Customer at least 30 days' notice to terminate Corporate Internet Banking Services. If the Bank in its sole opinion considers that the Customer has used CIB improperly or may have violated these terms and conditions or has become insolvent, the Bank shall be entitled to immediately suspend and/or terminate the provision of Corporate Internet Banking Services to the Customer.

14.2 The Customer may terminate the use of Corporate Internet Banking Services by giving written notice to the Bank. The Customer acknowledges and confirms that all outstanding fees payable to the Bank shall be fully settled immediately and all devices provided by the Bank for the use of Corporate Internet Banking Services shall be returned in usable condition to the Bank immediately. The termination notice given by Customer is only effective upon the Bank's notification to the Customer of termination or when such termination is reflected through the CIB system.

14.3 After Corporate Internet Banking Services have for whatever reason terminated, the Customer shall not gain access to or use Corporate Internet Banking Services; any and all licences and other rights and privileges granted to the Customer under these terms and conditions shall be terminated accordingly; save as expressly agreed by the Bank, the Customer will not be refunded any fees and expenses paid to the Bank in connection with Corporate Internet Banking Services. The termination of Corporate Internet Banking Services will not affect the rights of the Bank.

14.4 Any Instruction issued by an Authorized User before termination but not yet

executed may in the absolute discretion of the Bank be executed notwithstanding such termination and shall be binding on the Customer.

14.5 Accrued rights under or in connection with these terms and conditions shall survive termination of Corporate Internet Banking Services.

## 15. Intellectual Property

15.1 The Customer acknowledges and agrees that all information (excluding third party Market Information), the Website and all softwares and programmes in connection with Corporate Internet Banking Services are property of the Bank and may not be reproduced, downloaded, distributed or disseminated by any means without the Bank's prior written consent.

15.2 The Customer may not in anyway attempt to alter, encode, analyse, damage or use without the Bank's prior written consent any part of Corporate Internet Banking Services, the Website or any software or programme of the Bank.

15.3 The Customer may not in any way attempt to connect with, use or interfere with any part of the telecommunications or computer systems, the Website, servers, database, softwares and/or information or materials of the Bank.

15.4 Except to any extent limited by applicable law, the Customer grants to the Bank the full right to use worldwide without fees or royalties all information and materials delivered to the Bank through the Website.

## 16. Miscellaneous

16.1 The Customer acknowledges and agrees that the Bank may at its discretion outsource Corporate Internet Banking Services or any part thereof to a contractor or third party without giving any notice to the Customer. Such contractor or third party may be situated in or outside Hong Kong.

16.2 Save for manifest error, the records (including phone recording) of the Bank in respect of any Instruction(s) and Transaction(s) of the Customer shall be conclusive evidence of the same and binding on the Customer.

16.3 The Bank may amend these terms and conditions by giving reasonable notice to the Customer. Without prejudice to the provisions in the General Terms, notice to the Customer shall be effective when posted on the Website or displayed in the Bank's business hall for thirty (30) days. The current version of these terms and conditions is available for viewing on the Website and will be provided to the Customer upon request. All notices or other communications posted on the Website shall be deemed to be given to the Customer at the time of posting the same on the Website. The Customer shall be deemed to have agreed to be bound by such amended terms and conditions if it uses or continues to use the Corporate Internet Banking Services after the effective date of such amendment.

16.4 The Customer shall at its cost promptly comply with all reasonable requests to assist the Bank and/or the Police to investigate unauthorized use incidents and to

recover the Bank's losses. The Customer authorizes the Bank to disclose the Customer's information to the Police and third parties for the purpose of such investigation or recovery.

16.5 The Customer agrees that in addition and without prejudice to relevant provisions in the General Terms, communications with the Bank may be made through emails, Internet or any other electronic means. All Communications from the Customer to the Bank (but not otherwise) in respect of the same transaction shall be made through the same means of communication. The Bank may communicate with the Customer through any means. The Customer acknowledges that such communications involve risks of third party interception, monitor, modification or interference. If any communication between the Bank and the Customer (or purporting to be issued on behalf of the Customer) or communication to any third party made by the Bank at the Customer's request is so intercepted, monitored, modified or interfered, the Bank shall not be liable to the Customer or any third party.

## 17. Severability

17.1 Where any clause or provision hereunder is ruled to be illegal, invalid or unenforceable by any court having competent jurisdiction, such clause or provision shall be severable from these terms and conditions, and the remaining clauses and provisions hereunder shall remain valid.

## 18. Jurisdiction and Limitations

18.1 These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong, and the parties consent to the non-exclusive jurisdiction of the courts of Hong Kong in connection with any suit, action or proceeding arising out of or in connection with these terms and conditions provided that nothing contained in this Clause 18.1 shall preclude the taking of proceedings by the Bank in any other court of competent jurisdiction.

18.2 All contracts entered into between the Customer and the Bank in Corporate Internet Banking Services are deemed to be concluded in Hong Kong.

18.3 The use of Corporate Internet Banking Services may be prohibited or restricted in certain jurisdictions. It is the Customer's responsibility to ensure that all Authorized Users and all use of Corporate Internet Banking Services comply with applicable laws.

18.4 The Bank operates Corporate Internet Banking Services in Hong Kong and does not make any representations that any information or materials contained in or provided by Corporate Internet Banking Services may also be applicable or available in other jurisdictions.

18.5 No person other than the Customer and the Bank will have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these terms and conditions.

## 19. Languages

If there is any inconsistency between the Chinese and English versions of these terms and conditions, the English version shall prevail.