

上海商業儲蓄銀行股份有限公司 網上銀行服務約定書

TERMS AND CONDITIONS OF ONLINE BANKING SERVICE

The Shanghai Commercial & Savings Bank, Ltd.

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客戶向上海商業儲蓄銀行股份有限公司(「本行」)申請使用本行提供的網上銀行服務及設施，即表示客戶已閱讀、明白及同意遵守下列所有約定條款及條件(「本約定書」)：

Where a customer (the “Customer”) applies to subscribe for the online banking services and facilities of The Shanghai Commercial & Savings Bank, Ltd. (the “Bank”), the Customer shall be deemed to have read, understood and agreed to be bound by all the terms and conditions set out below (“this Agreement”):

第一條 名詞定義

- 一、「本網上銀行服務」：指通過客戶端電腦經由網際網路與本行電腦連線，無須親赴本行櫃台，即可直接取得本行不時所提供之各項銀行服務或設施。
- 二、「網上銀行系統」：指本行(或其他由本行以絕對的酌情權力不時指定的服務供應商)用作運作本網上銀行服務的系統及設備。
- 三、「電子訊息」：指客戶(或聲稱為客戶的任何其他人士)與本行之間經由網路連線或其他電子方式傳遞之數碼形式的訊息。
- 四、「數位簽章」：指簽署人的電子簽署，而該簽署是用非對稱密碼系統及雜湊函數將該電子紀錄作數據變換而產生的，使持有原本未經數據變換的電子紀錄及簽署人的公開金鑰匙的人能據之確定 (a) 該數據變換是否用與簽署人的公開金鑰匙對應的私密金鑰產生的；及 (b) 在產生數據變換之後，該原本的電子紀錄是否未經變更。
- 五、「指示」：指客戶(或聲稱為客戶的任何其他人士)透過提供客戶之使用者代號、密碼及/或其他識別資料並根據本約定書的條款給予本行有關使用本網上銀行服務或透過本網上銀行服務進行任何交易之指示。
- 六、「配對密碼匙」：指在非對稱密碼系統中，私密金鑰及其在數學上相關的公開金鑰，而該公開金鑰是能核實該私密金鑰所產生的數碼簽署的。
- 七、「私密金鑰」：指配對密碼匙中用作電子訊息解密及產生數碼簽署的密碼匙。
- 八、「公開金鑰」：指配對密碼匙中用作對電子訊息加密、驗證數位簽章簽署者身分及數位簽章真偽的密碼匙。
- 九、「憑證機構」：指簽發憑證予他人之法人或團體。
- 十、「憑證」：指符合以下所有說明的紀錄(a)由憑證機構為證明數位簽章的目的而發出，並且該數位簽章的用意是確認持有某特定配對密碼匙的人的身分或其他主要特徵的；(b)識別發出紀錄的憑證機構；(c)指名或識別獲發給紀錄的人；(d)包含該獲發給紀錄的人的公開金鑰；並且(e)由發出紀錄的憑證機構簽署。
- 十一、「憑證識別密碼」：客戶下載憑證時須輸入的由本行提供予客戶之密碼，為網上銀行系統根據本約定書第十條所述驗證客戶身分程序之需。
- 十二、「憑證載具」：指安全地儲存私密金鑰及憑證之電子設備，如「A-Key」等。
- 十三、「約定帳戶」：指客戶不時與本行以書面方式指定的客戶可透過本網上銀行服務進行款項轉出或轉入之帳戶。
- 十四、「營業日」：指本行於香港開門營業的任何一天。

Article 1 Definition

1. “Online Banking Service”: means the banking services or facilities provided or to be provided by the Bank to the Customer from time to time to enable the Customer to use such services and facilities by connecting his/her/its computer terminal to the computer system of the Bank through the internet such that the Customer can use such services and facilities directly without personally attending the service counter of the Bank.
2. “Online Banking System”: means the system and equipment of the Bank (or such other service provider(s) as the Bank may, in its absolute discretion, nominate from time to time) for operating the Online Banking Service.
3. “Electronic message”: means any message in digital form transmitted between the

Customer (or such other person purporting to be the Customer) and the Bank through the internet or other electronic means.

4. "Digital Signature": means an electronic signature of the Customer generated by the transformation of the electronic record using an asymmetric cryptosystem and a hash function such that a person having the initial untransformed electronic record and the signer's public key can determine: (a) whether the transformation was generated using the Private Key that corresponds to the signer's Public Key; and (b) whether the initial electronic record has been altered since the transformation was generated.
5. "Instruction": means the instruction(s) in respect of the Online Banking Service or any transaction conducted through the Online Banking Service given by quoting the username, password and/or such other identifier(s) of the Customer by the Customer (or such other person purporting to be the Customer) to the Bank in accordance with the provisions of this Agreement.
6. "Key Pair" means in an asymmetric cryptosystem, a Private Key and its mathematically related Public Key, where the Public Key can verify a Digital Signature that the Private Key generates.
7. "Private Key": means the key of a Key Pair used to decrypt Electronic Message and generate a Digital signature.
8. "Public Key": means the key of a key pair used to encrypt the Electronic Message, verify the identity of the signer of the Digital Signature and authenticity of such Digital Signature.
9. "Certificate Institution": means a person or an entity that issues a Certificate to another person.
10. "Certificate": means a record which (a) is issued by a Certificate Institution for the purpose of supporting a Digital Signature which purports to confirm the identity or other significant characteristics of the person who holds a particular Key Pair; (b) identifies the Certificate Institution issuing it; (c) names or identifies the person to whom it is issued; (d) contains the Public Key of the person to whom it is issued; and (e) is signed by the Certificate Institution issuing it.
11. "Certificate Identification Password": means the password assigned by the Bank to the Customer for the purpose of downloading the Certificate which is necessary for the Online Banking System to verify the identity of the Customer in accordance with Article 10 of this Agreement.
12. "Certificate Token": means an electronic device, such as the "A-Key", used for safely storing the Private Key and the Certificate.
13. "Designated Accounts": means accounts from time to time specified by the Customer with the Bank in writing for the purpose of inward or outward transfer of funds conducted through the Online Banking Service.
14. "Business Day": means a day on which the Bank is open for business in Hong Kong.

第二條 保安責任

客戶使用本網上銀行服務前，應先確認本行正確之官方網址，並應採取充足的保安及安全措施，確保接駁本網上銀行服務所用的任何設備、憑證、用戶編號、使用者代號、密碼、憑證識別密碼及其他私人資料等之保密性和安全性後，才使用本網上銀行服務。如客戶未充分地採取前述所載保障之措施而導致損失或損害者，客戶應自行負責；如有疑問，客戶應洽本行詢問。本行將盡合理的努力定期在網上搜尋，查看是否有任何第三方網站的域名可能會被誤會是本行的域名。

Article 2 Responsibility of Security

Before accessing the Online Banking Service, the Customer shall first verify the accuracy of the address of the official website of the Bank and shall adopt sufficient security and safety measures to ensure the confidentiality and safety of his/her/its devices, Certificate, registered identity number, username, password, Certificate Identification Password and other personal information used for accessing the Online Banking Service. The Customer shall be responsible for all losses or damages arising from his/her/its failure to adopt sufficient safeguards as aforesaid. If the Customer has any enquiries, he/she/it shall contact the Bank immediately.

The Bank shall use its reasonable endeavours to carry out search on the internet regularly

for the existence of any third-party website(s) with domain name(s) which could be mistaken for that of the Bank.

第三條 使用本網上銀行服務方式

客戶以本行向其發出的有效之密碼、使用者代號及其他本行要求的資料證明其身份後，即符合資格根據本約定書使用本行不時所提供之各項本網上銀行服務。客戶向本行保證就本網上銀行服務向本行提供的所有資料，在所有方面均為真確完整、最新的資料及沒有任何誤導性。

客戶如就本網上銀行服務欲使用含有數位簽章之電子訊息交易服務者，應先依本行不時指定之方式，完成向憑證機構辦理其公開金鑰之憑證註冊程序。

Article 3 Use of the Online Banking Service

The Customer who uses the Online Banking Service is required to provide a valid username and password assigned by the Bank to the Customer and such other information specified by the Bank for the purpose of verifying the identity of the Customer. After completing the verification process, the Customer shall be eligible to use the Online Banking Service provided or to be provided by the Bank from time to time in accordance with this Agreement. The Customer warrants that all information provided by the Customer to the Bank from time to time in relation to the Online Banking Service is true, accurate, complete, up-to-date and not misleading in all respects.

The Customer shall complete the Certificate registration procedures with the Certificate Institution for the use of the Public Key in such manner as the Bank may from time to time prescribe in the event that the Customer opts for the use of the Digital Signature in any Electronic Message for conducting electronic transactions through the Online Banking Service.

第四條 服務密碼之申請

若客戶成功申請使用本網上銀行服務，本行應交付第一次本網上銀行服務連線識別之密碼函。初次使用本網上銀行服務時，客戶須自行於網路上將密碼更換為一組八至十二位文字或文字與數字組合之新密碼及設定一組六至十二位文字或文字與數字組合之使用者代號後方可使用本網上銀行服務。客戶設定密碼或使用者代號，應選擇足夠的充足的保安及安全措施並應避免選擇其姓名的可辨認部分、出生日期或電話號碼作為其使用者代號或密碼，亦應避免選用同一組身份識別及密碼以接駁其他服務（如接連互聯網或其他網址）。倘為客戶的行為涉及欺詐或嚴重疏忽，例如：客戶未能妥善保管接駁本網上銀行服務密碼等，對因經其帳戶進行的任何未經授權交易引致而蒙受的所有直接或間接損失或損害，客戶須自行負責。該使用者代號及密碼並可隨時由客戶根據本行不時的指定的方式由本網上銀行系統自行更換。客戶應定期更改使用者代號及密碼。

Article 4 Application for PIN

Where the Customer successfully subscribes for the Online Banking Service, the Bank will issue to the Customer a letter containing his/her/its initial PIN for the first time access to the Online Banking Service.

Where the Customer logs onto the Online Banking System for the first time, he/she/it shall immediately change online the initial password to a new password consisting of eight to twelve characters or a combination of characters and numbers and select a username of six to twelve characters or a combination of characters and numbers before using the Online Banking Service. The Customer shall adopt sufficient security and safety measures when selecting his/her/its username and password, and shall avoid using username or password incorporating such information such as recognisable part of his/her/its name, birthday and telephone number, and shall avoid using the same identification and secret code for accessing other services such as for connection to internet or other websites. If the Customer acted fraudulently or with gross negligence (e.g. the Customer being unable to safeguard his/her/its password for accessing the Online Banking Service properly), he/she/it shall be responsible for all direct or indirect losses or damages arising from any unauthorized transaction conducted through his/her/its account(s).

Customer can change the username and the password at anytime through the Online Banking System in such manner as may be prescribed by the Bank from time to time and shall change such username and password periodically.

第五條 線上約定條款

本行透過本網上銀行服務所提供之服務的各項特定條款，一經客戶（或聲稱為客戶的任何其他

人士) 憑密碼於有關網頁上點選所顯示的「同意接受」或相等意思之按鈕，即視為明白及同意接受該等特定條款之全部內容，而該等特定條款亦會被視為構成本約定書的一部份。

Article 5 Online Agreements

After clicking "I accept" or equivalent button as shown on the relevant web page by the Customer (or such other person purporting to be the Customer) who has provided a valid password, all the specific terms and conditions in connection with relevant service(s) to be provided by the Bank to the Customer through the Online Banking Service shall be deemed to have been understood and accepted by the Customer and incorporated as part of this Agreement.

第六條 約定帳戶

客戶透過本網上銀行服務於約定帳戶進行轉出或轉入款項均必須先與本行以書面約定有關安排後方可使用。客戶若以支票存款帳戶為轉出約定帳戶，倘因扣款而致該帳戶存款不足，後果概由客戶自行負責，與本行無涉。

Article 6 Designated Accounts

All inward or outward transfers conducted through the Online Banking Service over any Designated Account of the Customer can not be effected by the Customer unless necessary arrangements have been agreed between the Customer and the Bank in writing.

If the Customer's checking account is designated as a Designated Account for outward transfer, he/she/it shall be solely responsible for any consequence arising from his/her/its account being overdrawn due to insufficient funds in such Designated Account, and the Bank shall have absolutely no responsibility whatsoever in such circumstance.

第七條 轉帳限額

本網上銀行服務之轉帳交易，每一轉出之約定帳戶每營業日之最高轉出限額由客戶自行於本網上銀行服務申請書中約定。

客戶在此聲明及同意自行承擔轉帳及匯款之全部風險，而本行對在傳遞任何訊息時或由於任何無線電訊、電報公司、銀行或其通信者代理或其僱員之錯誤理解或本行合理之控制範圍以外的任何其他因素而可能發生之毀壞、中斷、遺漏、違責、錯誤、疏忽、過失、延誤、款項減值或未能提供款項將不負任何責任。

本行會以本行不時決定的方式按月向客戶提供帳戶結單。客戶應核對帳戶結單的內容無誤。若客戶發現帳戶結單的內容有誤，應於收取有關的帳戶結單後的九十天內以書面方式通知本行，否則，本行有權認為根據本條款向客戶發出之有關帳戶結單的內容均為正確、無誤及完整。

Article 7 Maximum Amount of Remittance

The Customer may, in the application form for the Online Banking Service, set with the Bank the maximum amount which can be remitted on any one Business Day from each Designated Account for outward transfer conducted through the Online Banking Service.

The Customer hereby acknowledges and agrees that funds are transferred and remitted entirely at his/her/its own risk and the Bank shall have absolutely no responsibility whatsoever to the Customer for any mutilation, interruption, omission, error, neglect, default, mistake, delay, dilution or failure in relation to the transfer of funds which may occur in the transmission of any message or from its misinterpretation by any wireless telegraphy or telex company or by the bank or its correspondent agent or its employee or through any other cause beyond the reasonable control of the Bank.

The Bank will issue monthly statements of account to the Customer by such means as the Bank may from time to time determine. The Customer shall verify the content of such statements and if he/she/it finds that the information as set out in such statements is inaccurate, he/she/it shall notify the Bank in writing within ninety days from the date of receipt of such statements. Statements of account issued by the Bank under this Article shall be deemed as correct, accurate and complete if the Bank does not receive any written notification to the contrary from the Customer within ninety days from the date of receipt of such statements.

第八條 轉帳交易時間

透過本網上銀行服務進行的轉帳交易服務的時間為每營業日 10:00 ~ 16:30，但跨幣別交易或匯款至香港特別行政區以外者其服務時間則為每營業日 10:00 ~ 15:00。如遇有關的外匯市場匯率波動劇烈，當日有關的匯率牌告無法於 10:00 掛出時，則有關的交易之交易開始時間以當日有關的匯率牌告掛出時間為準。

Article 8 Business Hours of Remittance

The business hours for the remittance effected through the Online Banking Service will commence from 10:00 to 16:30 on every Business Day. However, the business hours for the cross currency transactions or the remittances outside the Hong Kong Special Administrative Region will commence from 10:00 to 15:00 on every Business Day. Provided that in the event that the relevant foreign market exchange rate is subject to volatile fluctuation such that such exchange rate cannot be quoted at 10:00 on that day, such transactions will not be effected until the relevant exchange rate of that day is quoted.

第九條 轉帳業務

- 一、客戶之轉帳指示經本行檢核及滿意其內容的真確性及給予指示者的身份正確及無誤後，即由本行依匯款指示逕自轉出之約定帳戶內代為扣繳。
- 二、客戶辦理匯出匯款業務，授權本行或本行之通匯銀行得以認為合適之任何方式從轉出之約定帳戶進行匯出匯款，並得以任何通匯銀行為解款銀行或轉匯銀行。客戶同意及聲明，如因解款銀行或轉匯銀行所致誤失、錯誤及遺漏，不論該行是否由客戶或本行所指定，本行均不需負任何責任。本行如應客戶之請求協助辦理追蹤、查詢者，除得酌收手續費外，其所需之所有郵電及解款銀行或轉匯銀行收取之費用，概由客戶負擔；本行得要求先付部份款項，再行辦理，不負墊款之責。
- 三、因任何非在本行合理之控制下之原因導致匯款遲延或不能送達時，本行均不負任何責任。如因上述之原因而須辦理退匯或轉匯等手續經本行協助辦理時，本行可向客戶酌收本行之手續費及開支，其所需之所有郵電及解款銀行或轉匯銀行收取之費用，均全由客戶負擔。
- 四、客戶同意若匯款至香港特別行政區以外者，於國外銀行解款時，轉匯銀行可自匯款金額內扣取費用並由收款人負擔，客戶絕無異議。

Article 9 Remittances

1. The Bank, upon being satisfied by the authenticity of any remittance Instruction given and identity of the person giving such Instruction, shall act on such Instruction to debit the Designated Account of the Customer for the relevant amounts for outward transfer on behalf of the Customer accordingly.
2. The Customer who uses the remittance service of the Bank hereby authorises the Bank or correspondent bank of the Bank to remit or arrange for the remittance of funds from his/her/its Designated Account(s) for outward transfer in such manner as the Bank or such correspondent bank may, in its absolute discretion, deem fit and to appoint any correspondent bank as the paying bank or intermediary bank. The Customer agrees to and acknowledges that the Bank shall have absolutely no responsibility whatsoever to the Customer for any fault, mistake or omission of such paying bank or intermediary bank (whether or not such paying bank or intermediary bank is appointed by the Customer or the Bank) in connection with such remittance. At the request of the Customer, the Bank may assist the Customer to trace or check the status of the remittance and the Customer shall be responsible for all the administration fees of the Bank as may be charged by the Bank, postage and telephone expenses and such other costs and expenses as may be charged by the paying bank or intermediary bank in connection therewith. The Bank may require the Customer to pay a partial amount of such fees, charges or expenses before handling the Customer's request and shall not make any pre-payments in relation to such fees, charges or expenses.
3. The Bank shall have absolutely no responsibility whatsoever to the Customer for any delay or failure of any remittance due to the occurrence of any event beyond the reasonable control of the Bank. If the Customer requests the Bank to arrange for any refund or fund transfer to another account due to the occurrence of such event, the Bank shall be entitled to charge the Customer the administration fees and expenses of the Bank as may be charged by the Bank, and the Customer shall be liable for all the postage and telephone expenses and such other costs and expenses as may be charged by the paying bank or intermediary bank.
4. The Customer agrees that if the remittance amount is to be remitted to a bank outside the Hong Kong Special Administrative Region, the paying bank may deduct its charges from the fund transferred, which shall be borne by the recipient of such remittance amount.

第十條 憑證申請及下載

客戶申請憑證時，經完成達致本行滿意的核證程序及其他登記程序後本行應以其不時決定的方式發給客戶憑證識別密碼通知書，以便客戶於登入網上銀行服務系統進行憑證下載時，憑以輸入該憑證識別密碼通知書內正確之憑證識別密碼供核對其身份。

憑證識別密碼輸入錯誤連續達四次即失效，須由客戶親自向本行重新申請。

客戶在此同意及承諾憑證只可用作本行及憑證機構授權的用途，同時須嚴格遵守本行及憑證機構不時規定的條款、條件與規則。

Article 10 Application for and Downloading the Certificate

After completing the authentication process by the Customer with the Bank and other registration procedures to the Bank's satisfaction, the Bank will issue a letter containing the Certificate Identification Password in such manner as may be from time to time prescribed by the Bank to the Customer who has applied for the Certificate. While the Customer logs onto the Online Banking System, he/she/it may download the Certificate by quoting the correct Certificate Identification Password as set out in such letter for authentication purpose.

In the event that the Customer fails to provide the correct Certificate Identification Password for four consecutive times, the Certificate Identification Password will become invalid and Customer is required to apply the same with the Bank in person.

The Customer hereby agrees and undertakes to use the Digital Certificate only for the purposes authorised by the Bank and the Certificate Institution and shall comply with the terms and conditions and regulations as prescribed by the Bank and the Certificate Institution from time to time.

第十一條 憑證有效期限

憑證有效期限為二年（客戶為個人時，有效期間為一年）。

客戶得於憑證到期日之前一個月內向本行辦理憑證之延期，延期手續完成達致本行滿意後，憑證將自原到期日起延長使用期限兩年（客戶為個人時，使用期限延長一年），嗣後亦同。

憑證於屆期時即為失效，須由客戶親自向本行重新申請。

Article 11 Validity period of the Certificate

The Certificate shall be valid for two years (in the case where the Customer is an individual, it shall be valid for one year).

The Customer shall apply for the extension of the Certificate within one month before the expiration date of the Certificate. After he/she/it has completed the application of extension with the Bank to the Bank's satisfaction, the validity period of the Certificate shall be extended for an additional period of two years (or one year if the Customer is an individual) from the original expiration date. The extension procedure as set out in this Article shall also apply to the subsequent extension of the Certificate.

The Certificate shall become invalid upon its expiration, and in such circumstances, the Customer shall be required to re-apply for the Certificate with the Bank in person.

第十二條 憑證註銷、掛失及重新申請

一、客戶須妥善確保本行提供之憑證識別密碼及資料的安全及保安，倘因故無法再使用或不欲使用憑證，或憑證遺失、遭竊、提前終止、註銷憑證等情事時，客戶應立即以電話或書面方式向本行通知或親至本行辦理掛失或註銷原憑證（視乎情況而定）；客戶在尚未依上述方式辦妥掛失或註銷原憑證（視乎情況而定）之相關手續前，任何憑有關客戶之憑證透過本網上銀行服務所進行之交易均視為該客戶所為。

二、憑證各種情況之辦理方式：(a) 憑證已掛失時，須由客戶親自向本行辦理解除掛失、註銷或重新申請（視乎情況而定）。(b) 憑證到期前一個月內可辦理延期，如欲延期者須透過本行網站辦理延期手續。(c) 憑證無法延期時，須由客戶親自向本行重新申請。

三、客戶欲申請解除掛失或註銷已掛失之憑證時，應親自向本行辦理。註銷憑證後，如需再使用，須由客戶親自向本行重新申請，並繳交本行不時規定之憑證申請費用。

Article 12 Revocation and Report for loss of, and Reapplication for the Certificate

1. The Customer shall be responsible for the safety and security of his/her/its Certificate Identification Password and information provided by the Bank to the Customer. If, for whatever reason, the Certificate cannot be used or is no longer active or is lost, stolen or the Customer intends to terminate it before its expiration or revoke the same, the Customer shall forthwith notify the Bank by phone or in writing or visit the Bank in

person to report for loss of the Certificate to the Bank or to arrange for revocation of the Certificate (as the case may be). Unless and until the Customer has completed the above procedures in relation to report for loss or revocation of the Certificate (as the case may be), any transaction conducted through the Online Banking Service by any person producing the Certificate of the Customer shall be deemed to have been instructed by the Customer.

2. The Customer may apply or re-apply for the Certificate in the following manners: (a) if the Certificate has been reported for loss, the Customer shall visit the Bank in person to withdraw the report for loss, arrange for revocation of or re-apply for such Certificate (as the case may be); (b) the Certificate can be extended within one month before its expiration date; the Customer who would like to apply for the extension, he/she/it shall do so through the Bank's website; and (c) if the Certificate cannot be extended, the Customer shall re-apply for the Certificate by visiting the Bank in person.
3. The Customer who would like to withdraw the report for loss of the Certificate or to revoke the lost Certificate, shall apply for such withdrawal or revocation by visiting the Bank in person. After the revocation of such Certificate has become effective, the Customer who would like to use the revoked Certificate shall apply for the Certificate by visiting the Bank in person subject to the payment of the Certificate application fee as may be from time to time prescribed by the Bank.

第十三條 憑證載具

憑證載具之憑證開啓密碼，是由客戶自行設定，客戶應予妥善保管。客戶若知悉或懷疑該等密碼有遭洩漏之虞時，應立即自行變更密碼。客戶之憑證開啓密碼若輸入錯誤連續達五次時，須自行重新設定新密碼並由客戶親自向本行重新申請憑證。

Article 13 Password of the Certificate Token

The Customer shall set and secure the password for his/her/its Certificate Token. If the Customer is aware or suspects that such password has been revealed to a third party, he/she/it shall change such password immediately.

The Customer who enters incorrect password of his/her/its Certificate Token for five consecutive times shall re-set such password himself/herself/itself and re-apply to the Bank for his/her/its Certificate in person.

第十四條 保管責任

客戶在此同意並向本行承諾，對申請本網上銀行服務所約定之用戶編號、密碼、憑證識別密碼、使用者代號、憑證等軟硬體及相關文件，須負全權保管、保安及保密之責。倘為客戶的行為涉及詐欺或嚴重疏忽，例如：未能妥善保管私密金鑰、憑證或前述之軟硬體相關文件、接駁本網上銀行服務的設備或密碼等所致之所有直接及間接之損失或損害，由客戶自行負責，本行將不對該等損失或損害負上任何責任。

Article 14 Safekeeping Responsibility

The Customer hereby agrees to and undertakes with the Bank that he/she/it shall be solely responsible for the safety, security and confidentiality of software, hardware and related document for accessing the Online Banking Service such as his/her/its registered identity number, password, Certificate Identification Password, username and the Certificate. Any Customer who acted fraudulently or with gross negligence, such as failing to properly safeguard his/her/its Private Key, Certificate, the aforesaid software, hardware or device or password for accessing the Online Banking Service, shall be responsible for all direct and/or indirect losses or damages incurred by him/her/it, and the Bank shall absolutely not be responsible whatsoever to the Customer for any loss or damage in connection therewith.

第十五條 軟硬體安裝與風險

客戶申請使用本網上銀行服務，應自行安裝所需之所有軟體、硬體，以及其他與安全相關之設備。安裝所需之費用及其使用之風險，由客戶自行負擔。

前項軟硬體設備或相關文件如係由本行所提供，本行僅同意客戶於約定範圍內使用，不得將之轉讓、轉借、刪除或以任何方式交付第三者。客戶不得（也不得以任何形式協助第三者或容許他人）竄改、改裝、解編、倒序設計、毀損或以其他方式改動前項軟硬體設備及相關文件。該等軟硬體設備於任何時間均屬銀行或其供應商之財產。客戶並須在本行要求下將它們即時交還本行。倘因客戶之行為侵害本行或任何第三者之知識產權或其他權利，或因不當之操作使用該等軟硬體設備致生損害或損失時，客戶應自負其責。

客戶如因電腦操作需要而安裝其他軟體，有與本行所提供之軟硬體設備併用之必要者，應自行負擔安裝費用及使用風險。

Article 15 Responsibility and Risk of Installation

The Customer shall at his/her/its own costs and expenses be responsible for providing all hardware, software and such other security device(s) necessary for the use of the Online Banking Service and shall use such hardware, software or device(s) at his/her/its own risk. If the Bank has provided such hardware, software and related document to the Customer for the use of the Online Banking Service, the Customer shall only use them within such scope as may be prescribed by the Bank and shall not assign, sub-lease, remove/delete or transfer the same to any third party by any other means. The Customer shall not, and shall not in any way assist or permit any third party to, tamper with, modify, decompile, reverse-engineer, damage or otherwise alter the same. Such hardware, software and device(s) shall remain the property of the Bank or its supplier and the Customer shall return them forthwith upon request of the Bank. The Customer shall be solely responsible for any infringement of the Bank or any third party's intellectual property rights or other rights and for any loss or damage as a result of any improper use of hardware, software or device(s) provided by the Bank.

When using the hardware, software or device(s) provided by the Bank, the Customer may, at his/her/its own costs and expenses and at his/her/its own risk, uses other software not provided by the Bank at the same time for his/her/its computer operation.

第十六條 指示及電子訊息之效力

本行及客戶同意依本約定書透過本網上銀行服務給予指示或交換之電子訊息（視乎情況而定）以進行之各項交易就如客戶自行填具相關交易憑條並親簽或蓋用約定之印鑑後所為之交易般具同等效力。

本行就任何指示或電子訊息的記錄，除非有明顯的錯誤，否則應是最終及具約束力。

Article 16 Effect of Instruction and Electronic Message

The Bank and the Customer agree that each transaction effected by giving an Instruction or Electronic Message (as the case may be) through the Online Banking Service in accordance with this Agreement shall be taken as if such transaction has been effected by a transaction slip completed by the Customer with his/her/its signature or a prescribed seal affixed thereon.

The Bank's record of the Instruction and Electronic Message shall be final, binding and conclusive save for manifest error.

第十七條 電子訊息之接收與回應

受制於本約定書第十八條，本行於實際收到含數位簽章的指示或電子訊息（視乎情況而定）或經本行及客戶同意用以辨識身分之電子訊息後，應在可行的範圍內儘快進行檢核或處理，並將檢核或處理結果通知客戶。

指示或電子訊息（視乎情況而定）不會被視為被本行接收，除非有關指示或電子訊息（視乎情況而定）是根據本行不時指定的方式給予或傳送及直至本行實際收到該等指示或電子訊息（視乎情況而定）。

在接收來自對方給予或發出的任何指示或電子訊息，若無法辨識其內容時，則被視為自始未被接收（「內容無法辨識」）。但本行可確定有關客戶的身分時，應在可行的範圍內儘快將內容無法辨識之事實通知客戶。

Article 17 Receipt and Notification of Instruction and Electronic Message

Subject to Article 18 of this Agreement, the Bank shall, after the Bank has actually received an Instruction or Electronic Message (as the case may be) which contains a Digital Signature or an Electronic Message transmitted for authentication purpose as agreed between the Bank and the Customer, verify or proceed with such Instruction or Electronic Message as soon as practicable and shall notify the Customer the results of such verification or processing.

Instruction or Electronic Message (as the case may be) shall not be regarded as received by the Bank unless such Instruction or Electronic Message (as the case may be) is given or transmitted in such manner as the Bank may from time to time prescribe and until the Bank has actually received it.

Instruction given or Electronic Message transmitted shall not be regarded as received by the other party in the event that the recipient of such Instruction or Electronic Message (as

the case may be) is unable to identify the content thereof (the “Failure”). Where the identity of the relevant Customer can be traced by the Bank in the event of the Failure, the Bank shall notify the Customer of such Failure as soon as practicable.

第十八條 指示及電子訊息之不執行

如有下列情形之一，本行有絕對的酌情權力拒絕或延遲執行所接收之任何指示或處理任何電子訊息而無需負上任何責任：

- 一、有合理的理由懷疑所接收之指示或電子訊息(視乎情況而定)的內容之真實性或於該等指示或電子訊息(視乎情況而定)所指定事項或動作之正確性者。
- 二、本行執行指示或依據電子訊息處理(視乎情況而定)，將違反適用之法律、法規、規定、法令、守則或指引之規定者。
- 三、本行因客戶之原因而無法於其帳戶中扣取客戶所應支付之費用者。
- 四、客戶有本約定書第卅三條所述本行得終止服務之任一情形者。
- 五、對於客戶的一個或多個戶口或客戶一般使用本網上銀行服務，如果本行發現或懷疑有保安漏洞或有可疑的交易已或正在進行或其他可疑之情形者。
- 六、當本行有絕對的酌情權力認為，根據其一般業務慣例及程序，有關指示或電子訊息的執行或處理屬不可行或不合理者。

本行如因上述任何一個情形而不執行前項指示或處理電子訊息者，會在可行的範圍內儘快將不執行之理由及情形以電子訊息通知客戶。

Article 18 Non-Execution of Instruction or Electronic Message

The Bank may, in its absolute discretion and without any liability, refuse or delay to act on any Instruction or proceed with any Electronic Message received in any of the following circumstances:

1. There is a reasonable ground for suspecting the authenticity of the content of the Instruction or the Electronic Message (as the case may be) received or the accuracy of the action or matter as instructed or specified in such Instruction or the Electronic Message (as the case may be).
2. The carrying out of the Instruction or processing of the Electronic Message (as the case may be) may result in the Bank in breach of any applicable law, rule, regulation, order, code or guideline.
3. The Bank is unable to, by whatever reason on the part of the Customer, debit the amount from the account of the Customer required for settlement of any fee or charge payable by the Customer.
4. The occurrence of any event as referred to in Article 33 of this Agreement.
5. Where the Bank is aware of or suspects a breach of security or that suspicious transaction has been or is being carried out or other suspicious circumstances in respect of or in connection with the operation of one or more of the accounts of the Customer or the use of the Online Banking Services generally by the Customer.
6. Where the Bank, in its absolute discretion, considers that it is impracticable or unreasonable to act on the Instruction or proceed with the Electronic Message in accordance with its regular business practices or procedures.

If the Bank does not act on the Instruction or proceed with the Electronic Message by reason of any of the circumstances set out above, the Bank will notify the Customer of such circumstance(s) and the reason(s) thereof by Electronic Message as soon as practicable.

第十九條 發出指示及電子訊息交換作業時限

指示及電子訊息(視乎情況而定)係由本行電腦系統自動處理，客戶發出指示或傳送電子訊息(視乎情況而定)至本行後，客戶即受其約束並不得將其取消、撤回、撤銷或修改。若指示或電子訊息經由網路傳送至本行的電腦系統時已逾本行正常服務時間時，本行會在可行的範圍內儘快以電子訊息通知客戶，有關交易將依約定不予執行或處理，或自動改於緊接其後的營業日執行或處理。

Article 19 Processing of Instructions and Electronic Messages

Instructions and Electronic Messages (as the case may be) are being processed by the computer system of the Bank automatically and, once given or transmitted to the Bank, are binding on the Customer and cannot be rescinded, withdrawn, revoked or varied. If the Instruction given or Electronic Message transmitted through internet reaches the Bank's computer system after the normal business hours of the Bank, the Bank, to the extent

possible, will notify the Customer by Electronic Message as soon as practicable, and the relevant transaction to which the Instruction or the Electronic Message (as the case may be) relates will not be effected or processed, or will be effected or processed automatically on the immediately following Business Day.

第二十條 交易核對

本行於每筆交易根據指示或電子訊息（視乎情況而定）執行或處理完畢後，會以電子訊息或本行及客戶以書面約定之方式通知客戶（「交易確認通知」），客戶有責任核對交易確認通知的內容無誤。客戶如發現交易確認通知的內容有誤或與所指示的不符或有關交易非為客戶所指示，須於收取交易確認通知之日起四十五日內以書面形式內通知本行（「客戶通知」）。本行對於客戶根據本條款發出之客戶通知，應儘快進行必要的調查，並於本行實際接收有關的客戶通知之日起三十日內應將調查之情形或結果（如有）覆知客戶。如本行於本條款所述的時限內並沒有收到有關的客戶通知，本行有權認為根據本條款向客戶發出的交易確認通知之內容均為正確、無誤及完整。

Article 20 Verification of the Transaction Executed

Notification that a transaction has been effected or proceeded in accordance with the Instruction or Electronic Message (as the case may be) shall be issued by the Bank to the Customer by Electronic Message or in such other manner as may be agreed by the Bank and the Customer in writing (the "Transaction Confirmation Notice") and it is the duty of the Customer to verify the content of such Transaction Confirmation Notice. If the information as set out in such Transaction Confirmation Notice is inaccurate or inconsistent with what the Customer has instructed or where such transaction has not been instructed by the Customer, the Customer shall notify the Bank in writing (the "Customer Notice") within forty-five days from the date of receipt of such Transaction Confirmation Notice and the Bank shall arrange to carry out necessary investigation as soon as possible and revert to the Customer the status or any result of the investigation within thirty days from the date of actual receipt of the relevant Customer Notice given by the Customer in accordance with this Article. The Bank shall be entitled to treat the information as set out in the relevant Transaction Confirmation Notice issued by the Bank in accordance with this Article as correct, accurate and complete if the Bank does not receive any Customer Notice from the Customer within the period as specified in this Article.

第廿一條 指示電子訊息錯誤之處理

除本行及客戶另有書面約定外，客戶（或聲稱為客戶的其他任何人士）使用本網上銀行服務時，如其所給予之指示或傳送之電子訊息非因本行嚴重疏忽之事由而發生缺失、錯誤或過失（「有關錯誤」）時，本行不負任何責任，惟在客戶的要求下，本行可以（但不是必須）提供必要之協助，而客戶同意支付本行所產生的有關的費用及開支。但有關錯誤因可歸責於本行嚴重疏忽之事由而發生時，本行應對有關錯誤負責更正。

Article 21 Response to Errors in the Instruction or Electronic Message

Unless otherwise agreed between the Bank and the Customer in writing, in the absence of any gross negligence of the Bank, the Bank shall have absolutely no responsibility whatsoever to the Customer (or such other person purporting to be the Customer) for any defect, error or mistake whatsoever in relation to the Instruction given or Electronic Message transmitted by the Customer (or such other person purporting to be the Customer) through the Online Banking Service (the "Errors"), and, upon the request of the Customer, the Bank may (but shall not be obliged to) offer necessary assistance to the Customer at the Customer's costs and expenses. If the Errors are resulted from any gross negligence of the Bank, the Bank agrees to rectify such Errors.

第廿二條 指示及電子訊息之合法授權與責任

客戶應確保所給予的指示或傳送至本行之電子訊息均經合法授權。

客戶如知悉或合理地認為有第三者冒用或盜用客戶的使用者代號、密碼、憑證識別密碼、憑證、私密金鑰、用戶編號、接駁本網上銀行服務的設備（如有），或其他與使用本網上銀行服務有關的任何未經合法授權之情形，或上述資料或設備（如有）遭洩露、遺失或盜用，或其帳戶曾發生任何未經授權交易，客戶須在合理切實可行範圍內儘快以電話或書面或其他本行與客戶以書面約定之方式通知本行（本行可要求客戶以書面確認所提供之資料），否則，客戶須自行承擔所有引致的損失，而本行有絕對的酌情權力暫停客戶使用本網上銀行服務並採取必要的合適防範措施。客戶未在合理可行的情形下儘速通知本行，客戶應對上述情形所引致的所有損失自

行負責。

除核證客戶的使用者代號、密碼及其他識別資料 (如有) 外, 本行並無任何其他責任核證任何給予指示或傳送電子訊息的人士的身分或其授權, 或核證該等指示或電子訊息的真確性。

Article 22 Authorisation of and Responsibility in relation to the Instruction and Electronic Message

The Customer shall at all times ensure that any Instruction and Electronic Message (as the case may be) given and transmitted to the Bank have been duly authorised.

If the Customer finds or reasonably believes that there is an unauthorized use of his/her/its username, password, Certificate Identification Password, the Certificate, Private Key, registered identity number, device(s) for accessing the Online Bank Service, if any, or other unauthorized circumstances in relation to the use of the Online Banking Service, or that such information or device(s), if any, has been compromised, lost or stolen or that unauthorised transactions have been conducted over his/her/its account(s), he/she/it shall as soon as reasonably practicable notify the Bank by phone or in writing or by such other means as agreed between the Bank and the Customer in writing (the Bank may request written confirmation from the Customer in relation thereto), and the Bank shall be entitled to, which shall be exercised at its absolute discretion, suspend the Online Banking Service and take such other preventive measures where appropriate. The Customer shall be responsible for all losses incurred by him/her/it if he/she/it has failed to notify the Bank in accordance with this Article where it should be reasonably practicable for him/her/it to do so.

The Bank shall be under absolutely no duty to verify the identity or authority of the person giving the Instruction or Electronic Message (as the case may be) to the Bank or the authenticity of such Instruction or Electronic Message apart from verifying the username, password and (if any) such other identifiers of the Customer.

第廿三條 資料安全及保安

本行將採取合理及實際的行動以確保本網上銀行服務之提供及網上銀行系統的安全及保安 (包括電子訊息之傳送)。客戶同意及向本行保證不會 (也不得協助他人或容許他人) 竄改、改裝、解編、倒序設計、毀損或以其他方式改動或非法進入本行系統之任何部份、本行之業務紀錄或資料或有關之軟件。因客戶的行為涉及詐欺或嚴重疏忽, 致本行系統遭第三者非法入侵或其使用者代號、密碼、憑證識別密碼、用戶編號、憑證或接駁本網上銀行服務的設備 (如有) 等遭破解或盜用, 對所引致而其蒙受的所有直接及間接損失, 將由客戶負責。

Article 23 Safety and Security of Information

The Bank agrees to take reasonable and practicable steps to ensure the safety and security in connection with the provision of the Online Banking Service (including the transmission of Electronic Message) and the Online Banking System.

The Customer agrees and undertakes with the Bank that he/she/it shall not or assist or permit other person to tamper with, modify, decompile, reverse-engineer, damage, alter, or gain unauthorized access to any part of the computer system of the Bank, its business records or data or software comprised therein. The Customer who acted fraudulently or with gross negligence which results in any unauthorised intrusion of the computer system of the Bank or decryption, decoding or any unauthorized use of, the username, password, Certificate Identification Password, registered identity number, the Certificate or device(s) for accessing the Online Bank Service, if any, by any third party, shall be held liable for all the direct or indirect losses and damages arising therefrom.

第廿四條 保密義務及客戶個人資料

除適用法律、法規或規定要求作出披露外, 客戶與本行同意及承諾應確保其他方 (「接收方」) 因使用或執行本網上銀行服務所接收他方 (「披露方」) 之電子訊息、指示 (如適用)、其內容及因使用或執行本網上銀行服務而取得披露方之資料 (「保密資料」) 保密, 不得洩漏予任何第三者, 亦不可使用保密資料於與本約定書無關之目的, 且於經披露方同意後接收方將有關的保密資料告知第三者時, 須確保該第三者遵守本條款之保密責任。前項第三者如不遵守此保密責任, 接收方則被視為違反其於本條款下之保密責任。

客戶聲明本行已依《個人資料(私隱)條例》(香港法例第 486 章) 有關的原則及規定作出有關保障客戶個人資料之聲明。

客戶同意及聲明就本行不時要求客戶提供其個人資料為本行(或其他由本行以絕對的酌情權力不時指定的服務供應商)提供本網上銀行服務及其他銀行服務或設備予客戶所必須的及如客戶

未能提供該等個人資料予本行，本行(或其他由本行以絕對的酌情權力不時指定的服務供應商)未必能夠為客戶提供本網上銀行服務及該等銀行服務或設備予客戶。

客戶同意，受制於適用的法律、法規、規定、守則及指引之限制下，本行就不時收集與客戶有關的任何個人資料，均可按照本行不時頒發的「關於個人資料(私隱)條例致客戶及其他個別人士的通函」(「個人資料通函」)中所述的用途及向個人資料通函所述的人士使用及/或披露該等個人資料。客戶可於本行網站 <http://www.scsb.com.hk> 或於本行取閱本行個人資料通函的最新版本。

客戶可於任何時間，根據《個人資料(私隱)條例》(香港法例第 486 章)及個人資料通函，向本行的資料保護主任提出任何關於查閱及/或更正其個人資料、確定本行之個人資料政策及慣例及/或查詢本行所持有的客戶的個人資料種類之要求。

如客戶的個人資料被用作直接促銷用途，客戶可要求本行停止使用客戶之個人資料而本行不會就此向客戶收取任何費用。

Article 24 Confidential Obligation and Personal Data of the Customer

Each of the Bank and the Customer hereby agrees and undertakes that he/she/it (the "Recipient") shall keep any Electronic Message and Instruction (if applicable) received, the content thereof and information received from the other party ("Disclosing Party") in the course of using or effecting the Online Banking Service (the "Confidential Information") in confidence, save for any disclosure required under any applicable laws, rules or regulations, and shall not disclose such Confidential Information to any third party, or use the same for any purpose unrelated to this Agreement. In the event that the Disclosing Party has given consent to the disclosure of such Confidential Information to a third party, the Recipient shall procure that such third party will be subject to and comply with confidential obligations as set out in this Article. In the event that such third party fails to comply with the provision of this Article, the Recipient shall be deemed to be in breach of his/her/its confidential obligations of this Article.

The Customer hereby declares that the Bank has made a statement in relation to the protection of personal data pursuant to the relevant principles and requirements of the Personal Data (Privacy) Ordinance (Chapter 486 of the laws of Hong Kong).

The Customer agrees and acknowledges that the personal data relating to the Customer requested by the Bank from time to time are necessary for the Bank (and/or such other service provider(s) as the Bank may, in its absolute discretion, nominate from time to time) to provide the Online Banking Service and other banking services or facilities to him/her, and that if the Customer fails to provide such personal data to the Bank, the Bank (and/or such other service provider(s) as the Bank may, in its absolute discretion, nominate from time to time) may be unable to provide the Online Banking Service and such other banking services or facilities to him/her.

The Customer hereby agrees that, subject to the restrictions under the applicable laws, rules, regulations, code and guideline, the Bank may use any personal data relating to the Customer collected by the Bank from time to time for such purpose and/or disclosed to such person as set out in the "Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" published by the Bank from time to time (the "Personal Data Circular", the latest version of which is available at the Bank's website at <http://www.scsb.com.hk> or at the Bank).

The Customer may at any time, in accordance with the Personal Data (Privacy) Ordinance (Chapter 486 of the laws of Hong Kong) and Personal Data Circular, request the Data Protection Officer of the Bank to obtain access to and/or correct the personal data relating to him/her, ascertain the Bank's policies and practices in relation to personal data and/or check whether the Bank holds personal data about him/her.

If the Customer's personal data is used for direct marketing purposes, the Customer can require the Bank to cease to use it without any charge.

第廿五條 不可抗力

客戶與本行因發生超出任何一方控制的事件(「不可抗力事件」，包括火災、水災、罷工、或其他勞資糾紛、原材料短缺、運輸癱瘓、意外、戰爭、恐怖襲擊、暴亂、天災、起義、內亂、政府行動或法令)以致未能或延遲履行、遵守或符合本約定書的任何條款、責任、規定或條件時，該一方均不會被視為違反本約定書而在此情形下，客戶或本行(視乎情況而定)對於本約定書項下所產生的責任及義務之無法履行或遲延履行均無須負任何責任，惟客戶與本行須於

任何不可抗力事件發生時或後在可行的情形及時間下履行他們應負的責任及義務。

Article 25 Force Majeure

Any failure or delay in the performance, observance or fulfillment of any terms, obligations, provisions or conditions of this Agreement caused by an occurrence beyond the control of the Bank or the Customer (a "Force Majeure Event"), including fire, flood, strike or other labor dispute, shortage of material, transportation difficulty, accident, war, terrorism, riot, act of God, insurrection, civil disturbance, act of government, or government regulation, shall not be considered as a breach of this Agreement, and in such circumstances, neither the Bank nor the Customer (as the case may be) shall be liable for such failure or delay; provided, however, that the above shall not relieve either the Bank or the Customer from his/her/its obligations to perform its part of this Agreement at such times and to such extent as may be practicable during and subsequent to the intervention of any of the Force Majeure Events.

第廿六條 客戶彌償

受制於本約定書第二十七條(六)，如因客戶使用本網上銀行服務或有關網頁，以及因任何其他人士（「有關使用者」）使用客戶所持有的使用者代號、密碼及/或憑證（如有）及/或其他識別資料使用本網上銀行服務或有關網頁，或客戶或任何有關使用者因違反或不遵守本約定書之各條款，以致本行直接或間接遭受、蒙受或承付任何行動、責任、費用、索償、損失、損害、訴訟或支出，客戶同意對本行作出彌償（包括全數彌償法律費用、成本、支出及其他合理地承付的支出）。

Article 26 Indemnity

Subject to Article 27(6) of this Agreement, the Customer hereby agrees and undertakes to indemnify the Bank against any action, liability, cost, claim, loss, damage, proceeding or expense (including legal fees, costs and expenses on a full indemnity basis and other expenses reasonably incurred) incurred or suffered by the Bank, directly or indirectly, in connection with the use of the Online Banking Service, relevant website(s) by the Customer or other person (the "Relevant User") where such person obtains access to the Online Banking Service or such website by using the Customer's username, password and/or the Digital Certificate (if any) and/or such other identifiers, if any; or any breach or non-observance of any of the provisions of this Agreement by the Customer or by the Relevant User.

第廿七條 本行免除責任

- 一· 客戶在此聲明，本行並未就本網上銀行服務、網上銀行系統、任何本行網站、該等網站所載或提述的資訊或材料或透過本網上銀行服務提供的資訊或材料、本行提供的軟硬體及設備，作出任何種類的（不論明示或暗示及不論是否法定的）陳述、擔保或保證。
- 二· 至法律允許的最大限度，本行在此明示豁除及卸棄任何與本網上銀行服務、網上銀行系統、本行網站提供的資訊及材料及本行提供的軟硬體等有關的條款、條件、陳述、保證或責任，不論是明示、暗示、法定等，包括但不只限於與本網上銀行服務、網上銀行系統、本行網站提供的資訊及材料及本行提供的軟硬體的**所有權**、適合作特定用途、可商售性或品質標準有關的條款、條件、章則、陳述、擔保或責任，包括其為準確或沒有錯誤或遺漏者；包括其沒有侵犯第三者權利者；包括其將在任何特定時間提供及不會中斷，沒有電腦病毒或符合任何特定性能標準。
- 三· 受制於本約定書第廿七條(六)，本行在不涉及任何嚴重疏忽的情形下，不會對因下列任何一種情形產生之任何結果負上任何責任：
 - (a) 因客戶或任何有關使用者（不論經授權與否）使用本網上銀行服務及/或在使用本網上銀行服務時所查閱任何資料而產生的結果；或
 - (b) 提供或使用本網上銀行服務、傳送或處理指示或電子訊息或連接互聯網網址時，因任何行為、遺漏或在本行合理控制範圍以外的處境（包括但不限於任何通訊網絡失靈、本行的電腦系統錯誤、失靈或故障或任何第三方服務供應商的行為或疏忽）而導致任何錯誤、中斷、阻截、暫停、延誤、損失、無法使用、損毀或其他失靈情況。
- 四· 本行網站所包含或透過本網上銀行服務提供的任何資訊及材料，僅作為一般參考之用，不應作為商業決策的依據。客戶不應在未經諮詢第一手或更準確或更新的資訊來源或特定的專業意見的情形下，依賴透過本行網站所包含或透過本網上銀行服務提供的任何意見或資訊。

- 五· 在任何情況下，本行均無須就客戶或有關使用者之間接、衍生、特殊、從屬或懲罰性的損害賠償而對客戶或任何有關使用者承擔任何責任。
- 六· 受制於客戶遵守本約定書中第 2、14、22 及 23 條及其他有關使用本網上銀行服務的安全、保安及保密的條款，及本行合理地認為客戶的行為並無涉及詐騙或嚴重疏忽的情形下，客戶毋須對下列原因引致的未經授權交易而導致的直接損失或損害負上責任：
 - (a) 本行的保安系統未能預防的電腦罪行；或
 - (b) 本行引致或在本行合理之控制下的人為錯誤或系統錯誤；或
 - (c) 本行、其職員或代理人的詐騙或疏忽。
- 七· 受限於本第二十七條的其他條款及本約定書項下其他的條款，當本行就其違反本約定書而須根據本約定書的條款承擔賠償責任時，於任何情況下，其賠償責任僅限於 (a) 有關交易的金額；及 (b) 客戶所蒙受的直接損害的金額，兩者中取較低者為準。

Article 27 Exclusion of Liability of the Bank

1. The Customer hereby acknowledges that no representation, warranty or undertaking, express or implied, whether by law or statute or otherwise, is or has been given by the Bank in relation to the Online Banking Service, the Online Banking System, any website of the Bank, any information or material contained or referred to in such website or otherwise provided via the Online Banking Service or any hardware, software and device provided by the Bank.
2. To the fullest extent permitted by law, the Bank hereby expressly excludes and disclaims any term, condition, representation, warranty or responsibility of any kind relating to the Online Banking Services, the Online Banking System, the Bank's website, information or materials contained or referred to therein or hardware, software or device(s) provided by the Bank, whether express or implied, by statute or otherwise, including without limitation, any such term, condition, representation, warranty or responsibility regarding the title, fitness for a particular purpose, merchantability or standard of quality of the Online Banking Services, the Online Banking System, the Bank's website, information or materials contained or referred therein or hardware, software or device(s) provided by the Bank or that they will be accurate or free of errors or omissions, that they will not infringe any third party rights, that they will be available and uninterrupted at any particular time, free of computer viruses or adhere to any particular performance standards.
3. Subject to this Article 27(6) of this Agreement, in the absence of any gross negligence on the part of the Bank, the Bank shall not be held liable for any consequence arising from:
 - (a) the use of the Online Banking Service by the Customer or the Relevant User (whether or not authorised) and/or access to any information as a result of such use; or
 - (b) any error, interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing, using or accessing the Online Banking Service, in transmitting or processing the Instructions or Electronic Message or in connecting with the internet or website(s) caused by any acts, omissions or circumstances that beyond the reasonable control of the Bank including, without limitation, failure of any communication network, fault, failure or malfunction of the computer system of the Bank, or act or omission of any third party service.
4. All information or material contained in the website of the Bank or otherwise provided through the Online Banking Service is provided for general information only and should not be used as a basis for making any business decisions. Any advice or information received via such website or otherwise provided via the Online Banking Service should not be relied upon without consulting primary or more accurate or more up-to-date sources of such information or specific professional advice.
5. In no event shall the Bank be liable to the Customer or Relevant User for any indirect, incidental, special, consequential or exemplary damages incurred by him/her/it.
6. Provided that the Customer has complied with Articles 2, 14, 22 and 23 and other provisions in relation the safety, confidentiality and security in connection with the use of the Online Banking Service as set out herein, and in the reasonable opinion of the Bank that there is no gross negligence or fraud on the part of the Customer, the Customer shall not be liable for any direct loss or damage caused by unauthorised

transactions conducted through the use of the Online Banking Services as a result of:

- (a) a computer crime that is not prevented by the security system of the Bank;
 - (b) a human or system error caused by or which is under the reasonable control of the Bank; or
 - (c) fraud or negligence of the Bank, its staff or agents.
7. Subject to other provisions of this Article 27 and other Articles of this Agreement, where the Bank is liable to pay damages for breach of this Agreement in accordance with the terms herein, its liability for such damages shall be limited to the lesser amount of (a) the relevant transaction; and (b) the amount of loss directly suffered by the Customer.

第廿八條 替代服務管道

客戶了解如因本行系統維護需要、通訊線路忙碌或中斷等因素，致客戶暫時無法使用本網上銀行服務及／或網上銀行系統時，客戶在此情形下若需使用本行提供的服務，得自行選擇於本行正常營業時間內親臨本行營業櫃台辦理，或待本網上銀行服務及／或網上銀行系統恢復服務時再度使用。

Article 28 Alternatives

The Customer agrees that where the Online Banking Service and/or the Online Banking System is not temporarily available due to system maintenance or where the system is busy or the connection is lost, and if he/she/it would like to use the service(s) provided by the Bank in such circumstances, the Customer shall either visit the service counter of the Bank during the normal business hours or wait until the Online Banking Service and/or the Online Banking System is/are resumed.

第廿九條 紀錄保存

客戶與本行應保存所有透過本網上銀行服務進行的交易之指示及電子訊息紀錄（「有關紀錄」），並應盡合理的努力確保其準確性及完整性。

本行對有關紀錄，會盡合理的努力保存。保存期限至少為七年。

Article 29 Maintenance of Records

Each of the Bank and the Customer shall retain all the records in connection with the Instruction and Electronic Messages for effecting transactions through the Online Banking Service (the "Records") and shall use its reasonable endeavours to ensure that they are accurate and complete. The Bank shall use its reasonable endeavours to retain such Records and agrees to retain such Records for at least seven years.

第三十條 費用

客戶使用本網上銀行服務，相關之費用資料及收費標準，如各項服務費、手續費及郵電費等，已由本行向客戶提供，客戶在此同意並授權本行可自客戶轉（匯）出帳戶或約定帳戶內自動扣繳。

前項收費標準如有調整或變更，本行應於調整或變更前三十日以電子郵件通知客戶或於網站上及本行營業場所明顯處公告其內容，並告知客戶可於該三十日期間內終止本網上銀行服務，客戶如沒有於本條款所述的期間內終止者即視為同意及承認該等調整或變更。

Article 30 Fees

Details of fees and charges (such as service charge, administration charge and postage) and the level thereof in connection with the Online Banking Service has been provided by the Bank to the Customer. The Customer hereby agrees and authorises the Bank to debit any transfer account or Designated Account maintained by the Customer with the Bank for such fees and/or charges automatically.

If there is any adjustment of or amendment to the level of the fees or charges for the Online Banking Service, the Bank may, within thirty days before such adjustment or amendment becoming effective, notify the Customer by e-mail or display the notice thereof on the website of the Bank or in a prominent position of its place of business and shall notify the Customer that he/she/it may elect to terminate the Online Banking Service within such thirty days period and that if the Customer does not so elect within the period as specified in this Article, he/she/it shall be deemed to have agreed to and accepted such adjustment or amendment.

第三十一條 密碼重新申請

除本行與客戶另有書面約定外，客戶輸入連接本網上銀行服務密碼連續錯誤達四次時，本行電腦即自動停止客戶使用本網上銀行服務。客戶如擬恢復使用本網上銀行服務，須親自向本行申請新密碼。

Article 31 Reapplication for Password

Unless otherwise agreed between the Bank and the Customer in writing, in the event that the Customer enters an incorrect password for accessing the Online Banking Service for four consecutive times, the computer system of the Bank will automatically suspend the use of the Online Banking Service by the Customer and the Customer is required to apply to the Bank in person for a new set of password in order to resume the Online Banking Service.

第卅二條 系統建置維護之外判

客戶了解網上銀行系統及其伺服器之建置維護是由本行位於台灣的總行進行維運並同意及授權本行可於任何時間及無需事先通知客戶的情況下將網上銀行系統及其伺服器之建置維護外判予任何由本行以絕對的酌情權力不時指定的服務供應商進行維運，然不論網上銀行系統及其伺服器之建置維護於香港境內或境外，本行會採取合理及可行的行動以確保客戶資料之安全及保安。

Article 32 Outsourcing of System Maintenance

The Customer understands that the maintenance of the Online Banking System and its servers are undertaken by the Bank's headquarter situated in Taiwan, and agrees and authorises that the Bank may, at any time without prior notice to the Customer, contract out the maintenance of the Online Banking System and its servers to any service provider(s) as the Bank may, in its absolute discretion, nominate from time to time. The Bank shall take reasonable and practicable steps to ensure the safety and security of the data of the Customer, irrespective of whether the Online Banking System or its servers are operated or their maintenance takes place in Hong Kong or overseas.

第卅三條 服務終止及修改本約定書

客戶得隨時以事先書面通知本行取消使用本網上銀行服務，惟須在本行實際收到有關書面通知後，該等通知方為生效。直至本網上銀行服務之終止正式生效前，所有依本約定書之條款所作出之指示、傳送之電子訊息及客戶於本約定書項下的所有義務及責任，仍具約束力及全面之效力。本行任何時間如欲終止客戶使用本網上銀行服務或其部份服務時，須於擬終止日前三十日以書面或電子郵件方式通知客戶。但客戶如有下列情事之一者，本行可在不通知客戶的情形下隨時終止客戶使用本網上銀行服務或其部份服務：

- 一、未得本行事先書面同意，擅自將本網上銀行服務之權利或義務轉讓與第三人者。
- 二、客戶宣告破產或其破產之呈請向法院提交或破產程序已開始或已被法院宣告清盤、破產或資產重整者。
- 三、違反本約定書第廿二條至第廿四條之規定者。
- 四、違反本約定書之其他條款，經催告改善或限期請求履行未果者。
- 五、經本行在絕對的酌情權力下認為有不當使用或長時間佔用本行系統資源者。

本行可於任何時間或情形下刪除、取替、增加或修改本約定書項下之任何條款，惟本行須根據適用的法律、法規、規定、守則或指引之要求給予客戶事先之通知，方可實行。

Article 33 Termination and Amendments

The Customer may terminate the Online Banking Service at any time by giving to the Bank a prior notice in writing, and such notice shall be effective only after the Bank has actually received the same. Until such termination has become effective, all Instructions given and Electronic Messages transmitted in accordance with this Agreement and all the Customer's obligations and liabilities as set out in this Agreement shall be binding and remain in full force and effect. The Bank may suspend all or any part of the Online Banking Service at any time by giving a prior thirty days notice in writing or by e-mail to the Customer. The Bank is entitled to suspend all or any part of the Online Banking Service without notice to the Customer in any of the following circumstances:

1. The Customer assigns any right or obligation in relation to the Online Banking Service to any third party without the prior written consent of the Bank.
2. The Customer is declared bankrupt or a petition is filed or a proceeding is commenced or an order is made by the Court against him/her/it for winding-up, insolvency, reconstruction or bankruptcy of the Customer.

3. The Customer is in breach of Article 22 to Article 24 of this Agreement.
4. The Customer is in breach of any other provision of this Agreement and has failed to rectify such breach notwithstanding relevant notification has been given by the Bank or has failed to do so within the period as specified by the Bank.
5. The Bank, in its absolute discretion, considers that the Customer is misusing or there is a prolonged occupation of the Bank's system by the Customer.

The Bank may at any time remove, replace, add or amend any provision of this Agreement by giving prior notice to the Customer in accordance with the requirements of applicable laws, rules, regulations, codes and guidelines.

第卅四條 打擊洗錢及恐怖分子資金籌集

客戶同意本行為打擊洗錢及恐怖分子資金籌集，如有下列任一情事，本行得拒絕業務往來、隨時停止一部或全部交易或服務（包括但不限於停止提供客戶使用網路轉帳及其他電子支付之功能等，電子交易憑證等並得註銷或收回作廢）、一部或全部終止本約定書：

- 一、客戶為受經濟制裁、本國政府、外國政府或國際組織認定或追查之恐怖分子或團體。
- 二、客戶有不配合審視、拒絕提供實益擁有人或對客戶行使控制權之人等資訊、對交易之性質與目的或資金來源不願配合說明等情事。
- 三、客戶所申請之各項服務或與本銀行之一切往來，為制裁計畫(包括但不限於本國政府、外國政府、國際洗錢防制組織、聯合國 (United Nations)、歐盟 (European Union) 或美國財政部海外資產控制辦公室 (US The Office of Foreign Assets Control (OFAC)等所公布之制裁計畫) 所涉及之國家、名單或項目 (包括但不限於港口、船舶等)。若在業務辦理過程中發現涉及制裁計畫之國家、名單或項目，客戶並應立即告知本行。
- 四、本行對客戶或其任何交易、往來或客戶提供之說明、資訊、文件等有違法、不正當、不合理、異常或其他相關風險之合理懷疑。
- 五、本行接獲第三人檢附國內外治安機關報/備案證明、書面申訴或通匯銀行確認文件，或經本行研判帳戶有疑似洗錢、詐欺等不當使用之情事。

Article 34 Anti-Money Laundering and Counter-Terrorist Financing

The Customer agrees that for the purpose of anti-money laundering and/or counter-terrorist financing, the Bank may decline to establish business relationship with the Customer, suspend the transaction and service in whole or in part at any time (including but not limited to stopping providing Online Banking Service or other electronic payment services, and relevant electronic transaction certificate may be revoked or withdrawn), terminate this Agreement :

1. The Customer is imposed economic sanction or traced and recognized as terrorist by his government, foreign government or international organizations;
2. The Customer is unwilling to cooperate with the Bank on reviewing provide the information about actual beneficial owners or those who exercising the control over the Customer, and is unwilling to explain the nature and purpose of transactions or the source of funds;
3. Any interaction and relationship with the Bank or the services applied by the Customer is involved with the countries, sanction lists or prohibitions (including but not limit to prohibited transaction, the harbor, vessel designated by sanction programs, etc., applicable hereinafter) of the sanction programs (including but not limit to sanction programs administered by his government, foreign governments, international anti-money laundering organizations, United Nations, European Union, and US The Office of Foreign Assets Control (OFAC), "sanction programs"). The Customer shall inform the Bank immediately when being aware of the transaction processing involves with any country, sanction lists or prohibitions of sanction programs;

4. The Bank assumes that the Customer, any transaction, relationship of the Customer or the explanation, information, documents provided by the Customer to be illegal, inappropriate, unreasonable, unusual or bearing other relevant risks;
5. The Bank receives from a third party with the report confirmed by the domestic or foreign enforcement authorities, written complaints, or confirmation documents issued by the intermediary bank, or the Bank considers that there is a suspicion of money laundering, fraud or other improper use of the account.

第卅五條 其他

- 一、就有關兩位或以上人士於本行開設之戶口，於本約定書內對「客戶」的提述應相應地解釋以包括聯名戶口持有人而該等聯名戶口持有人就有關戶口、本網上銀行服務及本約定書有關的與本行之所有協議、義務、權力及債務均為共同及各別的。
- 二、若本約定書之任何條款或任何部份在任何有管轄權的法庭或執法機構被視為不合法、無效或無法執行，其他條款及其部份的合法性、有效性及可執行性在任何方面將不受影響及仍具全面的約束力及效力。
- 三、本行的任何延誤、遺漏或疏忽，並不影響本行在本約定書項下的任何權利、權力或補償權，亦不會被視為對該等權利、權力或補償權的放棄，而任何對該等權利、權力或補償權的單一或部份行使並阻礙對其進一步的行使或對其他權利、權力或補償權的行使。本條款下的權利、權力及補償權與本行其他法定權利、權力及補償權是互相累積而非互相排除。
- 四、除非文義另有所指，否則「人士」或「客戶」一詞的涵義可包括個人、商號、公司、法團及非法團性質之組織。
- 五、本行不時提供予客戶的其他服務及設施之有關的條款和條件，跟本約定書一同適用。如出現兩者不一致的情形，就本網上銀行服務而言，則以其他服務及設施之有關條款和條件為準。
- 六、本約定書之中文本只作參考之用。各條款之中英文版本如有不一致的情形，應以英文本為準。

Article 35 Miscellaneous

1. In respect of account(s) operated by or opened in the names of two or more persons, any reference herein to Customer shall be construed to include all and each of such joint account holders and all agreements, obligations, powers, authorities and liabilities of such joint account holders to the Bank in connection with such account, the Online Banking Service or this Agreement shall be joint and several.
2. If any provision of this Agreement or any part thereof shall be, or to be found by any authority or court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement or any part thereof, all of which shall remain in full force and effect.
3. No failure, omission or delay by the Bank in exercising any right, power or remedy hereunder shall impair such right, power or remedy or operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies herein provided are cumulative and do not exclude any other rights, powers and remedies provided by law.
4. Unless the context otherwise requires, "person" or "Customer" shall include an individual, firm, company, corporation and an unincorporated body of persons.
5. The terms and conditions for other services and facilities provided or to be provided by the Bank to the Customer from time to time shall apply in addition to this Agreement. If there is any inconsistency, for the purpose of the Online Banking Service, the terms and conditions for other services and facilities shall prevail.
6. The Chinese version of this Agreement is for reference only. In the event of any inconsistency between the English version and the Chinese version of this Agreement, the English version shall prevail.

第卅六條 文書送達

除本行與客戶另有書面約定或本約定書另有所指外，客戶同意以開戶時所指明之地址或留存於本行之電子郵件信箱、手機號碼為本約定書項下須發出的相關文書或通知（「通訊」）之送達

處所 (合稱,「最初地址」)。倘日後變更,客戶向本行承諾盡快以書面或其他約定方式通知本行,並同意改依經通知本行的變更之地址或電子郵件信箱、手機號碼於有關變生效後為送達處所(「最新地址」);如客戶未以書面或其他本行與客戶約定之方式通知變更最初地址或最新地址(視乎情況而定)時,本行仍以客戶最初地址或最後通知本行之地址、電子郵件信箱或手機號碼為通訊送達處所。本行對客戶所發送之通訊:

一、如以專人遞送,以送抵之時即視為已送達。

二、如以郵寄方式遞送,以投寄後四十八小時(假若通過空郵發送到另一國家,郵寄後七十二小時)即視為已送達。

三、如以電子郵件或手機短訊方式遞送,以客戶的資訊系統或手機(視乎情況而定)接受該等訊息時即視為已送達。

除本行與客戶另有書面約定或本約定書另有所指外,本行根據本網上銀行服務對客戶所發送之通訊,於送達時,客戶即被視為已知悉及瞭解該等通訊之內容。

除本行與客戶另有書面之約定或本約定書另有所指外,客戶對本行所發送之通訊,應被視為在本行實際收到的日期送達本行。

Article 36 Communication

Unless otherwise agreed between the Bank and the Customer in writing or otherwise provided herein, the Customer hereby agrees that any document or notice required to be given pursuant to this Agreement (the "Communication") may be delivered to the address as specified by the Customer to the Bank when opening the bank account with the Bank or to the e-mail address or mobile phone number in the Bank's record (collectively, the "Initial Address"). The Customer undertakes to notify the Bank as soon as possible of any future change of the Initial Address in writing (or in such other manner as may be agreed between the Bank and the Customer) and agrees and acknowledges that any future Communication will be delivered to such new address, e-mail address, or mobile phone number as notified to the Bank (the "Latest Address") after such change has become effective; If the Customer fails to notify the Bank of any change of his/her/its Initial Address or Latest Address (as the case may be) as aforesaid, the Initial Address or the address, e-mail address or mobile phone number last known to the Bank shall be deemed to be the valid address to which the Communication can be delivered. Communication shall be deemed to have been delivered by the Bank to the Customer:

1. If delivered by courier, at the time of delivery.
2. If delivered by post, at the time of 48 hours after posting (if delivered by airmail to overseas country, 72 hours after posting).
3. If delivered by e-mail or short mobile message, at the time where such e-mail or short mobile message is accepted by e-mail information system or mobile phone of the Customer (as the case may be).

Unless otherwise agreed between the Bank and the Customer in writing or otherwise provided herein, where Communication is delivered to the Customer in accordance with this Article, the Customer is deemed to have been notified of and understood the content of such Communication.

Unless otherwise agreed between the Bank and the Customer in writing or otherwise provided herein, Communication sent by the Customer to the Bank shall be deemed to have been delivered to the Bank on the date of actual receipt.

第卅七條 管轄法律及司法管轄權

本網上銀行服務及本約定書受香港特別行政區(「香港」)之法律管轄及根據香港法律予以解釋。客戶與本行均同意接受香港法院行使非專屬司法管轄權,惟本約定書亦可在任何擁有司法管轄權之法院被強制執行。

客戶與本行均須受本約定書及香港《個人資料(私隱)條例》(香港法例第 486 章)及普通法下的適用的保密規定之限制。

本約定書是依據香港銀行公會所頒發的《銀行營運守則》適用之條款所擬定。

Article 37 Governing Law and Jurisdiction

The Online Banking Service and this Agreement are governed by and shall be construed in accordance with the laws of Hong Kong Special Administrative Region ("Hong Kong").

Each of the Bank and Customer hereby agrees to submit to the non-exclusive jurisdiction of the Courts of Hong Kong and that enforcement of this Agreement may be sought at courts

of any competent jurisdiction.

Each of the Bank and Customer hereby agrees to be bound by the terms and conditions in relation to the confidentiality as set out in this Agreement, the Personal Data (Privacy) Ordinance (Chapter 486 of the laws of Hong Kong) and the confidentiality provisions applicable to the Customer at common laws in relation to privacy.

This Agreement is made in accordance with the applicable provisions of the Code of Banking Practice issued by Hong Kong Association of Banks.