

**Current/Cheque/Savings Account and
Time Deposit Account Terms**
**往來 / 支票 / 儲蓄戶口和
定期存款戶口條款**

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Important notice

You need to read this document.

It sets out specific terms and conditions on which we agree to provide you with *current/cheque account, time deposit account, Integrated Deposits Account and savings account products*. **You must read it in conjunction with our Client Terms and any other documents forming our banking agreement.** To the extent of any inconsistency between these terms and our Client Terms, these terms prevail. These terms do not apply to any existing current/cheque account, time deposit account or savings account products you have with us to the extent that they are subject to separate terms and conditions.

Key words

The meaning of key words printed *like this* and other words used in our banking agreement is explained in our Client Terms. Some additional key words which apply to the *products* referred to in these terms are explained at the end of these terms.

重要提示

務請審閱本文件。

本文件載列本行同意向閣下提供往來/支票戶口、定期存款戶口、綜合存款戶口和儲蓄戶口產品所依據的特定條款及細則。**本文件須與構成本行銀行協議的本行的客戶條款及任何其他文件一併閱讀。**本條款與本行的客戶條款如有任何不符，概以本條款為準。閣下與本行之間的任何已有往來/支票戶口、定期存款戶口或儲蓄戶口產品如適用其他條款及細則，則不適用本條款。

關鍵詞

以此格式呈現的關鍵詞和本行銀行協議所用其他詞語的涵義在本行的客戶條款中闡述。本條款所述產品相關的若干其他關鍵詞在本條款結尾處定義。

1 Choosing the account that is right for you

We offer a variety of *current/cheque accounts, time deposits accounts and savings accounts* designed to suit your personal banking needs. The particular types of *current/cheque accounts, time deposits accounts and savings accounts* we offer are set out in the *product brochure*. If you need us to explain any of the features of, or the terms applying to, any *current/cheque account, time deposit account or savings account*, please contact us.

2 Savings accounts

Interest - general

- 2.1 If you have a credit balance in a *savings account* you may be entitled to receive interest depending on the type of *account* (see the *product brochure, the tariff sheet or elsewhere in our banking agreement*). The rate of interest may be fixed or varied from time to time as we determine. We pay interest monthly or at other regular intervals that we determine.
- 2.2 Interest is:
- calculated on a compound basis for a *savings account* in Hong Kong Dollars;
 - simple interest for a *foreign currency deposit*.
- 2.3 Interest accrues daily and if the credit balance of your *savings account* is denominated in:
- Hong Kong Dollars, Pound Sterling or Singapore Dollars, we calculate interest on the basis of a 365 day year (a 366 day year in the case of a leap year);
 - any other currency, we calculate interest on the basis of a 360 day year (or any other basis we choose);
 - Number of decimal places used when calculating or posting interest is determined by the bank from time to time at its sole discretion and/or in accordance with our usual practice.

Withdrawals

- 2.4 You must not make a withdrawal using a cheque on a *savings account*.

Passbook or statement

- 2.5 You may either:
- be issued with a passbook; or
 - receive periodic statements.

Mistakes on a statement

- 2.6 You must check your statements carefully.

1 選擇適合閣下的戶口

本行提供不同種類的往來/支票戶口、定期存款戶口和儲蓄戶口，以迎合閣下的個人理財需要。本行所提供的往來/支票戶口、定期存款戶口和儲蓄戶口具體類別見產品手冊。閣下如需本行解釋任何往來/支票戶口、定期存款戶口或儲蓄戶口的任何特點或適用條款，請與本行聯絡。

2 儲蓄戶口

利息 - 一般事項

- 2.1 如果閣下的儲蓄戶口內有正數戶口結餘，視乎戶口的類型，閣下或有權收取利息（見產品手冊、收費表或本行銀行協議其他部分）。利率由本行決定，可以是固定的，亦可以不時變更。本行按月或以本行決定的其他固定期間支付利息。
- 2.2 利息：
- 港元儲蓄戶口按複式計算；
 - 外幣存款按單利息計算。
- 2.3 利息逐日計算，而如果閣下的儲蓄戶口正數結餘的貨幣單位為：
- 港元、英鎊或新加坡元，則本行按照一年365日（如屬閏年則為一年366日）計算利息；
 - 任何其他貨幣，則本行按照一年360日（或本行選擇的任何其他基準）計算利息；
 - 計算利息或記入利息之利息小數位數位可由本行不時酌情決定及/或按本行慣常做法依循。

提款

- 2.4 閣下不得以支票提取儲蓄戶口內的款項。

存摺或月結單

- 2.5 閣下可以：
- 獲發存摺；或
 - 收取定期月結單。

月結單上的錯誤

- 2.6 閣下必須仔細查核閣下的月結單。如果閣

If you do not report any mistake or unauthorised transaction within 90 days after the date of the statement, we treat the statement as correct.

Passbooks to be kept secure

- 2.7 If you have a passbook, you must keep it secure (including keeping it in a safe place - please refer to the security procedures set out in the Client Terms).

Third party withdrawals with passbooks

- 2.8 A third party may only make withdrawals from a *savings account* with a passbook if they prove their identity to our satisfaction and provide:

- the passbook;
- an original debit slip signed by you or an authorised person.

The amount to be withdrawn by the third party must not exceed any maximum amount we set.

Over the counter transactions without passbooks

- 2.9 Despite anything else in our banking agreement, we may allow transactions to be carried out over the counter or otherwise without the passbook being produced.

Update of passbooks

- 2.10 You must update a passbook regularly if you frequently conduct transactions otherwise than over our branch counters.
- 2.11 If a passbook is not updated and there is any conflict between the information in the passbook and our records, our records prevail to the extent of that conflict.

3 Time deposits accounts

Interest on time deposits account

- 3.1 Simple interest on a *time deposit account* is paid at a rate we determine. The applicable interest rate is available by contacting us. In some circumstances, we may allow an early withdrawal. We may not pay all the interest accrued if you make an early withdrawal of any amount. More details on arrangements for interest and fees payable on amounts withdrawn early are available by contacting us.
- 3.2 Interest accrues daily and if the credit balance of the *time deposit account* is denominated in:
- Hong Kong Dollars, Pound Sterling or Singapore Dollars, we calculate interest on the basis of a 365 day year (a 366 day year in the case of a leap year);
 - any other currency, we calculate interest

下沒有在月結單發出日期後的90日內報告任何錯誤或未經授權交易，則本行將視月結單為正確論。

妥善保管存摺

- 2.7 如果閣下擁有存摺，閣下必須對之妥善保管（包括把存摺保存於安全地方 - 敬請參閱客戶條款的保安程序）。

第三方以存摺提款

- 2.8 第三方以存摺從儲蓄戶口提款時，必須出示本行所要求之有關身份證明，並提供：

- 存摺；
- 經閣下或授權人士簽署的提款單正本。

第三方提取的金額不得超過本行規定的任何最高限額。

沒有存摺的櫃檯交易

- 2.9 本行銀行協議內雖有其他規定，本行可能容許進行櫃檯交易或在不出示存摺的情況下進行交易。

存摺記錄更新

- 2.10 如果閣下的交易常常並非通過本行的分行櫃檯進行，則閣下必須定期更新存摺記錄。
- 2.11 如果存摺記錄沒有進行更新，而存摺所載的資料與本行的記錄有衝突，則在衝突的範圍之內以本行的記錄為準。

3 定期存款戶口

定期存款戶口利息

- 3.1 *定期存款戶口*按本行決定的利率支付單利息。閣下可聯絡本行取得有關利率。在某些情況下，本行可能允許提前提款。如果閣下提前提取任何款項，本行可能不支付所有應計的利息。閣下可聯絡本行取得提前提款的利息和費用支付安排的更詳盡資料。
- 3.2 利息逐日計算，而如果*定期存款戶口*正數結餘的貨幣單位為：
- 港元、英鎊或新加坡元，則本行按照一年365日（如屬閏年則為一年366日）計算利息；

on the basis of a 360 day year (or any other basis we choose);

- Number of decimal places used when calculating or posting interest is determined by the bank from time to time at its sole discretion and/or in accordance with our usual practice.

Maturity of time deposit account

3.3 If a *time deposit* matures on a day which is not a business day, then the date will be extended to the next business day.

3.4 You must instruct us in writing (or any other way we agree to accept) before the maturity date (and in the case of *foreign currency deposits*, at least 2 business days before the maturity date) whether you want:

- to renew the *time deposit*; or
- us to pay you the principal and interest on the maturity date.

If you do not instruct us, we may renew the *time deposit*. However, we have no obligation to do so.

3.5 Interest ceases to be payable after the maturity date unless the *time deposit* is renewed.

Withdrawal

3.6 You must not make a withdrawal using a cheque on a *time deposit*.

4 Current/cheque accounts

Interest

4.1 Interest is not payable on a *current/cheque account* unless specified in the *product brochure* for the particular type of *current/cheque account*.

Cheque books

4.2 If we issue you with a cheque book for a *current/cheque account* you must keep it secure (including keeping it in a safe place - please refer to the security procedures set out in the Client Terms).

4.3 If you need a new cheque book it can be ordered by either filling out the application form in the cheque book or by any other process we offer. We may refuse to issue a new cheque book.

4.4 When you receive your cheque book you should check that the account number and name are correct.

Writing cheques

4.5 You or an *authorised person* must be careful when writing cheques to ensure the cheque cannot be altered without authorisation and to prevent fraud by forgery. For example,

- 任何其他貨幣，則本行按照一年360日（或本行選擇的任何其他基準）計算利息；

- 計算利息或記入利息之利息小數位數位可由本行不時酌情決定及/或按本行慣常做法依循。

定期存款戶口到期

3.3 如果一項定期存款在一個並非為營業日的日子到期，則該日期將延伸至下一個營業日。

3.4 閣下必須在到期日前（在外幣存款的情況下，在到期日的至少2個營業日前）向本行發出書面通知（或本行同意接納的任何其他方式），說明閣下希望：

- 對定期存款續期；或
- 本行在到期日向閣下支付本金和利息。

如果閣下沒有向本行發出指示，本行可以對定期存款續期。然而，本行並沒有義務這樣做。

3.5 除非定期存款獲得續期，否則到期日後將停止支付利息。

提款

3.6 閣下不得以支票提取定期存款內的款項。

4 往來 / 支票戶口

利息

4.1 往來/支票戶口不支付利息，但在產品手冊內就某種類的往來/支票戶口作出特別規定的則除外。

支票簿

4.2 如果本行發出往來/支票戶口的支票簿，閣下必須妥善保管支票簿（包括把支票簿保存於安全地方 - 敬請參閱客戶條款的保安程序）。

4.3 如果閣下需要新的支票簿，可通過填妥支票簿上的申請表或通過本行提供的任何其他程序訂領。本行可以拒絕發出新的支票簿。

4.4 當閣下收到支票簿後，閣下應當檢查該戶口號碼和姓名是否正確。

when writing cheques, you or an *authorised person* must:

- only use cheques in the form we have issued;
- write in non-erasable ink or ballpoint pen;
- write the words and figure of the amount as close as possible to each other and to the left-hand margin in order to prevent space for insertions;
- add the word 'only' after the amount stated in words;
- never pre-sign a cheque in blank;
- if sending cheques by post, delete the words 'or bearer' (to make the cheque an 'order' cheque) and cross the cheque with two parallel lines;
- not alter the cheque (including deleting the words 'or bearer') unless confirmed by their full signature; and
- not use correction fluid.

We may dishonour and return any cheque that is not completed in accordance with these procedures, is post-dated or out of date or otherwise not in a form acceptable to us.

If the words 'or bearer' are not deleted the cheque is a 'bearer cheque' and may be deposited by anyone holding the cheque.

You can protect yourself by crossing a cheque with two parallel lines as the cheque must then be paid into the payee's account rather than 'on demand'.

Fees & charges

- 4.6 Fees and charges apply to cheques including stop fees, dishonour fees and fees if a cheque is returned to us for any reason. For details on fees and charges, see the *tariff sheet* or elsewhere in our banking agreement. Please contact us for further details.

Electronic recording of cheques

- 4.7 If a cheque you have drawn on a *current/cheque account* has been paid and recorded electronically, it may be kept by the collecting bank or Hong Kong Interbank Clearing Limited for the time specified in the rules of Hong Kong Interbank Clearing Limited. After this time the cheque may be destroyed. We may make arrangements with the collecting banks and Hong Kong Interbank Clearing Limited where we consider appropriate.

Overdraft facility

- 4.8 We may allow you to use an overdraft facility on a *current/cheque account* if you have

簽發支票

- 4.5 閣下或授權人士在簽發支票時必須小心，以確保支票未經授權不能更改，並防止偽造等欺詐行為。例如，簽發支票時，閣下或授權人士必須：

- 僅使用本行發出的支票；
- 以不可擦除墨水或原子筆書寫；
- 書寫的金額文字和數字應盡量相互緊靠，緊靠左邊的邊緣，以防止可以加入的空位；
- 在以文字表述金額後應加上「正」字；
- 絕不預先簽署空白支票；
- 如果郵寄支票，請刪除「或持票人」的字樣（將支票改為記名支票），並在支票上劃上兩條平衡線；
- 不更改支票（包括刪除「或持票人」的字樣），除非以全簽加以確認；及
- 不使用塗改液。

本行可能不承兌和退回不按本程序填寫、遠期或過期或其格式不獲本行接納的支票。

如果沒有刪除「或持票人」的字樣，支票將是一張「不記名支票」，可以被持有支票的任何人存入。

閣下可以在支票上劃上兩條平衡線以保護自己，因為此時支票必須兌現至收款人戶口，而不是「見票即付」。

費用和收費

- 4.6 費用和收費適用於支票，包括停止支票兌現服務費、不承兌費以及支票因任何原因退回給本行的費用。如欲取得費用和收費的詳情，請參閱收費表或本行銀行協議的其他部分，進一步詳情請與本行聯絡。

電子記錄支票

- 4.7 閣下在往來/支票戶口開出的支票如已兌現並以電子記錄，或會在香港銀行同業結算有限公司規則規定的時間內保存於收票銀行或香港銀行同業結算有限公司。在該時間後，支票可予以銷毀。如果本行認為

an overall credit balance on your *savings account*, *time deposit account* and *current/cheque account*.

- 4.9 The overdraft facility may be used to draw cheques and for direct debit payment arrangements but may not be used to repay any facility with us.
- 4.10 We set a limit for the overdraft facility and if the *current/cheque account* balance exceeds the limit then you must immediately make payment to reduce the balance to or below the limit. We may increase or decrease the limit at any time.
- 4.11 To secure any amount outstanding on the overdraft facility, we may place a lien over any credit balance on your *accounts*.
- 4.12 We charge compound interest on the debit balance of the overdraft facility calculated in accordance with our usual practice. We debit any accrued interest from the *current/cheque account* on a monthly basis. We may also charge fees in accordance with the *tariff sheet* or elsewhere in our banking agreement.
- 4.13 Interest accrues daily and if your *current/cheque account* is denominated in:
- Hong Kong Dollars, Pound Sterling or Singapore Dollars, we calculate interest on the basis of a 365 day year (a 366 day year in the case of a leap year);
 - any other currency, we calculate interest on the basis of a 360 day year (or any other basis we choose);
 - Number of decimal places used when calculating or posting interest is determined by the bank from time to time at its sole discretion and/or in accordance with our usual practice.
- 4.14 We do not take into account any uncleared funds in calculating the unused portion of the overdraft facility.

5 Integrated Deposits Account Terms

- 5.1 This Section 5 applies to Integrated Deposits Account (IDA) in addition to the specific provisions relating to *savings accounts*, *time deposits accounts* or *current/cheque accounts* (as the case may be) or other sections of these terms. If there is any inconsistency between this Section 5, Client Terms, and the other sections of these terms, this Section 5 prevails with respect to *IDA*. This Section 5 does not apply to any existing *current/cheque account*, *time deposit account* or *savings account* products you have with us which are not part of your *IDA*.

合適，可與收票銀行和香港銀行同業結算有限公司作出有關安排。

透支服務

- 4.8 如果閣下的儲蓄戶口、定期存款戶口和往來/支票戶口整體上有正數戶口結餘，本行可以允許閣下在往來/支票戶口使用透支服務。
- 4.9 透支服務可用作開出支票和自動轉賬付款安排，但不能用作償還本行的任何信貸服務。
- 4.10 本行對透支服務設有限額，且如果往來/支票戶口結欠超過限額，閣下必須立即作出付款將結欠減至或低於限額水平。本行可以隨時提高或減低限額。
- 4.11 為擔保透支服務的任何未償還款項，本行可能對閣下戶口內的任何正數戶口結餘附加留置權。
- 4.12 本行就透支結欠收取按照本行慣常做法計算的複息。本行每月從往來/支票戶口扣取任何應計的利息。本行還可以按照收費表或本行銀行協議的其他部分收取費用。
- 4.13 利息逐日計算，而如果閣下的往來/支票戶口貨幣單位為：
- 港元、英鎊或新加坡元，則本行按照一年365日（如屬閏年則為一年366日）計算利息；
 - 任何其他貨幣，則本行按照一年360日（或本行選擇的任何其他基準）計算利息；
 - 計算利息或記入利息之利息小數位數可由本行不時酌情決定及/或按本行慣常做法依循。
- 4.14 在計算透支服務的未動用部分時，本行不計算任何未結算的金額。

5 綜合存款戶口條款

- 5.1 本第5章節及與儲蓄戶口、定期存款戶口或往來/支票戶口（視適用而定）或本條款其他部分相關的具體條款適用於綜合存款戶口。但如果本第5章節與本行的客戶條款、本條款其他部分有任何不一致之處，就綜合存款戶口概以本第5章節為準。本

- 5.2 An *IDA* is an account comprising different *account types* and *IDA currencies*. For instance, an *IDA* may incorporate a *current/cheque account* in Hong Kong dollars and a *savings account* and/or any other *sub-accounts* in Hong Kong dollars or another *IDA currency*. If you need us to explain any of the features of, or the terms applying to your *IDA*, please contact us.

Operations and instructions

- 5.3 Unless we specify or determine otherwise, a *sub-account* will be operated in the same way as the *account type* to which it belongs provided for in our Client Terms, and other sections of these terms. Such operation includes but is not limited to crediting / debiting money to and from *sub-accounts* and calculation of interest (if the *sub-account* is interest-bearing).
- 5.4 Notwithstanding clause 5.3 above, we reserve the right to specify the way that instructions for the operation of an *IDA* and its *sub-accounts* have to be given to us.
- 5.5 If you do not specify the relevant *sub-account* to which your instruction relates or your instruction is otherwise unclear or incomplete, we may treat such instruction as relating to such *sub-account* as we may determine in accordance with our usual business practice and procedures. In any event, we may act or refuse to act on an instruction in accordance with our Client Terms and other sections of these terms or any other document forming our *banking agreement*.

Dormant IDAs and Fees

- 5.6 If no withdrawal, deposit or fund transfer instruction is given in respect of any *sub-accounts* for 12 consecutive months or such other period as we notify to you, we will classify your *IDA* as dormant.
- 5.7 Unless prohibited by law, if the aggregate balance standing to the credit of a dormant *IDA* is below the minimum limit set out in the *tariff sheet* or elsewhere in our *banking agreement*, we may debit the dormant account fee set out in the *tariff sheet* or elsewhere in our *banking agreement* or as notified by us until there is no credit balance in the *IDA* following which the *IDA* will be closed.
- 5.8 We will give you 14 days' notice before charging any dormant account fee.

Other miscellaneous operations

- 5.9 We may treat any *sub-account* as an account for any purpose we find necessary, such as for set-off, consolidation of accounts, reimbursing ourselves for any fees and costs set out in the *tariff sheet* that are

第5章節不適用於閣下在本行開立的任何現有往來/支票戶口、定期存款戶口或儲蓄戶口產品，若該等戶口不屬於閣下的「綜合存款戶口」的部分。

- 5.2 「綜合存款戶口」是由不同戶口類型及「綜合存款戶口」貨幣構成的戶口。例如，「綜合存款戶口」可能包括港元往來/支票戶口及港元或其他「綜合存款戶口」貨幣的儲蓄戶口及或任何其他附屬戶口。如果閣下需要本行解釋閣下的「綜合存款戶口」的任何功能或所適用條款，請與本行聯絡。

操作及指示

- 5.3 除非本行另行指明或確定，否則附屬戶口的操作方式將與其所屬戶口類型的操作方式相同，具體規定載於本行客戶條款、本條款其他部分及任何其他適用銀行協議。該等操作包括但不限於，向及從附屬戶口中貸記/借記款項及計算利息（如附屬戶口為計息戶口）。
- 5.4 儘管有上文第5.3條的規定，我們保留指定以何種方式向我們發出「綜合存款戶口」及其附屬戶口操作指示的權利。
- 5.5 如果閣下未指定閣下发出的指示與哪個附屬戶口相關，或閣下的指示在其他方面不清晰或不完整，本行可將根據我們慣常的業務運作和程序，以確定閣下的指示與哪個附屬戶口相關。在任何情況下，本行均可根據本行的客戶條款、本條款其他部分及構成本行銀行協議的任何其他文件行事或拒絕行事。

不動「綜合存款戶口」及費用

- 5.6 如果在連續12個月或本行通知閣下的其他期間內，本行未收到有關任何附屬戶口的提存或資金轉賬指示，本行將把閣下的「綜合存款戶口」歸類為不動戶口。
- 5.7 除非法律禁止，否則若果不動「綜合存款戶口」的正數總結餘低於收費表或本行銀行協議其他部分所載的最低限額，本行可扣除收費表或本行銀行協議其他部分所載或本行通知的不動戶口費用，直至該「綜合存款戶口」再無正數總結餘為止，屆時該「綜合存款戶口」會被結束。
- 5.8 本行將在收取任何不動戶口費用14日前向閣下发通知。

owing to us or as may otherwise be provided for in our *banking agreement* or as notified by us, or otherwise enforcing our rights.

- 5.10 Without limiting any foregoing provisions, unless prohibited by law, we may debit any fees and costs set out in the *tariff sheet* or elsewhere in our *banking agreement* or as notified by us from one or more of the *sub-accounts* selected by us even though after making such debits there is no credit balance left in any of the *sub-accounts*.
- 5.11 We may close or suspend your *IDA* or any *sub-account* we may determine at any time for any reason (even if there is no default). If we do so, notice may or may not be sent to you provide for in our Client Terms, other sections of these terms or any other applicable *banking agreement*.
- 5.12 For the purpose of calculating any aggregate balance standing to the credit of your *IDA* or any *sub-accounts* (including determining any minimum balance limit applicable to your *IDA*), we may convert the balance on any *sub-account* into Hong Kong dollars or any other *IDA* currency at a rate we reasonably consider appropriate.

6 e-Cheques

6.1 e-Cheques Deposit Services provisions - applicability

The provisions in this Part apply to our services relating to e-Cheques. This Part supplements and forms part of our Current/Cheque/Savings Account and Time Deposit Account Terms ("Existing Terms"). The provisions of the Existing Terms which apply to paper cheques or generally to our services continue to apply to e-Cheques and our e-Cheques Deposit Services to the extent that they are relevant and not inconsistent with the provisions in this Part. The provisions of this Part prevail if there is any inconsistency between them and the provisions of the Existing Terms with respect to the e-Cheques Deposit Services.

Nature and scope of e-Cheques Deposit Services

- 6.2 We may provide e-Cheques Deposit Services at our discretion. If we provide e-Cheques Deposit Services to you, you may deposit e-Cheques. In order to use the e-Cheques Deposit Services, you have to provide such information and documents and accept such terms and conditions which may be required or prescribed by us and the Clearing House respectively from time to time. You may also be required to sign forms and documents prescribed by us

其他操作雜項

- 5.9 本行可出於本行認為必要的任何目的，如抵銷、戶口合併、償付閣下欠付本行的收費表所載任何費用及成本或本行銀行協議另行規定的任何費用及成本，將任何附屬戶口視為戶口，或以其他方式執行我們的權利。
- 5.10 在不限制任何前述條文的原則下，除非法例禁止，否則本行可以從本行選定的一個或多個附屬戶口中扣除收費表或本行銀行協議其他部分所載或本行通知的任何費用及成本，即使在扣除後任何附屬戶口中沒有任何正數結餘。
- 5.11 本行可隨時出於任何原因確定結束或終止閣下的「綜合存款戶口」或任何附屬戶口（即使並無出現違約）。在此情況下，本行將根據本行客戶條款、本條款其他部份或任何其他適用銀行協議向或不向閣下發出通知。
- 5.12 為計算閣下「綜合存款戶口」或任何附屬戶口的任何正數總結餘（包括確定適用於閣下「綜合存款戶口」的任何最低結餘限制），本行可按本行合理認為適當的匯率將任何附屬戶口的結餘兌換為港元或任何其他「綜合存款戶口」貨幣。

6 電子支票

6.1 電子支票存入服務條文 - 適用性

本部份條文適用於本行有關電子支票的服務。本部份補充本行的往來 / 支票 / 儲蓄戶口和定期存款戶口條款（「現有條款」）並構成現有條款的一部份。現有條款中適用於實物支票或適用於本行一般服務的條文，凡內容相關的且與本部份條文不一致的，將繼續適用於電子支票及本行的電子支票存入服務。就電子支票存入服務而言，若本部份的條文跟現有條款的條文出現不一致，均以本部份的條文為準。

電子支票存入服務的性質及範圍

- 6.2 本行可選擇提供電子支票存入服務。如本行向閣下提供電子支票存入服務，閣下可以存入電子支票。為使用電子支票存入服務，閣下須提供本行及結算所分別不時要求或指定的資料及文件，並須接受本行及

from time to time.

6.3 e-Cheques Deposit Services allow you and other persons to present e-Cheques (whether payable to you and/or any other holder of the Payee Bank Account) for deposit with us (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using our Deposit Channels, in accordance with Clause 6.6, 6.7 and 6.8 below.

6.4 We may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by us from time to time, including Hong Kong dollars, US dollars or Renminbi.

6.5 We have the right to set or vary from time to time the conditions for using the e-Cheques Deposit Services. These conditions may include the following (or any of them):

- (i) the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
- (ii) any fees and charges payable by you for the e-Cheques Deposit Services.

e-Cheques Deposit Services

6.6 The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with us (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using our Deposit Channels.

6.7 e-Cheque Drop Box Service

- (i) The e-Cheque Drop Box Service is provided by the Clearing House. You are bound by the e-Cheque Drop Box Terms in relation to your use of the e-Cheque Drop Box Service. You are solely responsible for performing your obligations under the e-Cheque Drop Box Terms.
- (ii) In order to use the e-Cheque Drop Box Service, you are required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. You are allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is your same-name account or an account other than your same-name account. You are responsible for the presentment of all e-Cheques by you or any other person using your e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than your same-name account).
- (iii) Any issue relating to the use of the e-Cheque Drop Box Service should

結算所分別不時要求或指定的條款及細則。閣下亦可能需要簽署本行不時指定的表格及文件。

6.3 電子支票存入服務讓閣下及其他人士可按下列第6.6、6.7及6.8條使用結算所提供的電子支票存票服務或使用本行的存入途徑出示電子支票（不論向閣下及／或受款人戶口的任何其他持有人支付）以存入本行（作為受款人銀行）。

6.4 本行可為本行不時指定的貨幣（包括港幣、美元或人民幣）簽發的電子支票，提供電子支票存入服務。

6.5 本行有權不時設定或更改使用電子支票存入服務的條件。該等條件可包括下列各項（或任何一項）：

- (i) 電子支票存入服務的服務時間（包括出示電子支票的截止時間）；及
- (ii) 閣下須就電子支票存入服務支付的任何費用。

電子支票存入服務

6.6 電子支票存入服務可容許透過使用結算所提供的電子支票存票服務或本行的存入途徑，出示電子支票以存入本行（作為受款人銀行）。

6.7 電子支票存票服務

- (i) 電子支票存票服務由結算所提供。就閣下使用電子支票存票服務，閣下受電子支票存票服務條款約束。閣下須自行負責履行電子支票存票服務條款下的責任。
- (ii) 為使用電子支票存票服務，電子支票存票服務條款要求閣下登記電子支票存票服務戶口連同一個或多個受款人戶口，以供出示電子支票。電子支票存票服務條款容許閣下以閣下同名戶口或閣下同名戶口以外的其他戶口作為受款人戶口登記電子支票存票服務戶口。閣下須就閣下或任何其他人士使用閣下的電子支票存票服務戶口出示的所有電子支票負責（包括任何向閣下同名戶口以外的受款人戶口出示的電子支票）。
- (iii) 任何有關使用電子支票存票服務的事宜須按電子支票存票服務條款處理。本行可以（但無責任）向閣下提供合理

be handled in accordance with the e-Cheque Drop Box Terms. We may (but have no obligation to) provide reasonable assistance to you. In particular, we do not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On your request, we may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by us relating to an e-Cheque deposited using your e-Cheque Drop Box Account.

- (iv) We give no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, you bear the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

6.8 Our Deposit Channels

We may specify or vary from time to time (i) the available Deposit Channels without notice; and (ii) the terms governing the use of any Deposit Channel.

Handling of e-Cheques, associated risks and our liabilities

6.9 Handling of e-Cheques

You understand that we and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to you. Accordingly, we are entitled to collect any e-Cheque payable to you by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques.

6.10 Restriction of our liability

Without reducing the effect of the provisions of the Existing Terms:

- (i) we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented

協助。因本行沒有任何使用電子支票存票服務存入的電子支票的電子紀錄或影像，如閣下要求，本行可以（但無責任）提供使用閣下電子支票存票服務戶口存入的電子支票日期、電子支票金額、電子支票編號、受款人姓名及任何其他本行同意提供有關該電子支票的資料。

- (iv) 本行對結算所是否提供電子支票存票服務及所提供服務的質素、適時度或任何其他事宜均無作出明示或隱含的表述或保證。除非電子支票存票條款另有指明，閣下須承擔有關使用電子支票存票服務的責任及風險。閣下或任何其他人士因使用電子支票存票服務或與其有關的服務，而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責。

6.8 本行的存入途徑

本行可不時指定或更改(i)可用的存入途徑而無須通知；及(ii)任何存入途徑的條款。

電子支票的處理、相關風險及本行的責任

6.9 電子支票的處理

閣下須明白本行及其他銀行須根據業界規則及程序處理、辦理、出示、支付、收取、交收及結算向閣下簽發的電子支票。因此，即使匯票條例未明確指定電子支票出示的方式，或可能指定其他的支票出示方式，本行有權按業界規則及程序，向付款人銀行出示任何向閣下簽發的電子支票，以收取電子支票的款項。

6.10 本行責任的限制

在不減低現有條款效果的情況下：

- (i) 閣下或任何其他人士因使用電子支票存入服務，或閣下或任何其他人士通過本行向閣下提供的存入途徑出示的電子支票的處理、辦理、出示、支付、收取、交收或結算，或與上述事宜有關而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責，除非任何上述損失、損害或開支屬直接及可合理預見直接且完全由於本行或本行人員、僱員或代理的疏忽或故意失責導致；
- (ii) 為求清晰，現明確如下，閣下或任何其他人士就下列事宜（或任何一項）或與其相關的事宜，而可能引致或蒙受的任

by you or any other person using the Deposit Channels provided by us to you, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;

- (ii) in particular and for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):

(1) use of the e-Cheque Drop Box Service by you or any other person, or the e-Cheque Drop Box Terms;

(2) your failure to comply with your obligations relating to the e-Cheques Deposit Services;

(3) presentation of any e-Cheque payable to you in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and

(4) any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond our reasonable control; and

- (iii) in no event will we be liable to you or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

6.11 Your confirmation and indemnity

- (i) You accept the restriction of liabilities and disclaimers imposed by us and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House respectively. You accept and agree to bear the risks and the liabilities for depositing e-Cheques.

- (ii) Without reducing the effect of any indemnity given by you under the Existing Terms, any other document forming our banking agreement, or any other rights or remedies that we may have, you will indemnify us and our officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by us or any of them and all actions or proceedings which

何種類的損失、損害或開支，本行無須負責：

- (1)閣下或任何其他人士使用電子支票存票服務，或與電子支票存票服務條款相關的事宜；

- (2)閣下未遵守有關電子支票存入服務的責任；

- (3)按業界規則及程序出示向閣下簽發的電子支票，而無須顧及匯票條例的條文；及

- (4)任何由於或歸因於本行可合理控制情況以外的原因導致未能提供或延遲提供電子支票存入服務，或導致電子支票存入服務的任何錯誤或中斷；及

- (iii)在任何情況下，就任何收益的損失或任何特別、間接、相應而生或懲罰性損失或損害賠償，本行均無須向閣下或任何其他人士負責。

6.11 閣下的確認及彌償

- (i) 閣下須接受本行及結算所分別就電子支票存入服務及結算所提供的服務施加的責任限制及免責條款。閣下須接受及同意，承擔存入電子支票的風險及責任。

- (ii) 在不減低閣下在現有條款，任何其他構成本行銀行協議文件提供的任何彌償或於本行享有的任何其他權利或補償的情況下，本行及本行人員、僱員及代理（或任何一人）有關或因本行提供電子支票存入服務或閣下使用電子支票存入服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害、成本、費用及開支（包括全面彌償引致的法律費用及其他合理開支），以及本行及本行人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，閣下須作出彌償並使本行及本行人員、僱員及代理（或任何一人）免受損失。

- (iii)如任何責任、申索、要求、損失、損害、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見直接且完全因本行或本行人員、僱員或代理的疏忽或故意失責導致，上述彌償即不適用。

may be brought by or against us or any of them as a result of or in connection with our provision of the e-Cheques Deposit Services or your use of the e-Cheques Deposit Services.

- (iii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents.
- (iv) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.

7 Foreign currency

Deposits of foreign currency are generally made into a form of *savings account* or *time deposit account*. However, foreign currency *current/cheque accounts* may also be available. For more information, please contact us.

Conditions of deposit

- 7.1 We accept foreign currency deposits in currencies acceptable to us and on the conditions (including term, interest rates and minimum deposit amounts) available by contacting us or as set out in the product brochure.

Deposit methods

- 7.2 We may accept and deposit, as agent for collection foreign currency drafts, cheques or travellers' cheques for good value after clearance. We deduct from the proceeds our fees and charges (the details of which are available by contacting us) and any fees and charges that may be imposed by third parties.

However, we may:

- refuse to accept for collection drafts, cheques or travellers' cheques drawn in favour of third parties or if the payee's name is not identical to your name in our records; and
- need to see the purchase agreement of any travellers' cheques presented for deposit.

We return dishonoured cheques, drafts or travellers' cheques to your last notified address at your risk and cost.

- 7.3 If you have an existing foreign currency time deposit account and we receive additional

- (iv) 上述彌償在電子支票存入服務終止後繼續有效。

7 外幣

外幣存款通常採用儲蓄戶口或定期存款戶口的形式。然而，本行亦設有外幣往來/支票戶口。如欲索取更多資料，請與本行聯絡。

存款條件

- 7.1 本行按照可向本行取得或在產品手冊內列明的條件（包括期限、利率和最低存款金額）接受本行所接納幣種的外幣存款。

存款方法

- 7.2 本行接納和作為收取代理人存入結算後具有良好價值的外幣匯票、支票或旅行支票。本行從實收款項中扣除本行的費用和收費（詳情請與本行聯絡）以及第三方可能收取的任何費用和收費。

然而，本行可以：

- 拒絕接納收取以第三方為受益人而開出或受款人姓名與本行記錄的閣下姓名不相同的匯票、支票或旅行支票；及
- 需要查閱提交供存入的任何旅行支票的購買協議。

本行會將不承兌的支票、匯票或旅行支票退回至閣下最後通知本行的地址，風險和費用由閣下承擔。

- 7.3 如果閣下開立了外幣定期存款戶口，且本行收取了沒有具體指示的額外外幣資金，本行可將此等資金存入本行決定的任何類型戶口，為期至少一個月。然而，如果額外資金低於最低存款金額，本行可將此等資金存入本行決定的同種貨幣、相同利率和最早到期日的現有戶口內。

提款方法

- 7.4 屬於定期存款的外幣存款之戶口不得在到期日前提款。然而，本行可以在符合本行可能施加的任何條件（包括通知期、扣減利息或零利息和收取其他收費）的情況下允許提前提款。

foreign currency funds with no specific instructions, we may place them in any type of *account* we determine for a minimum of one month. However, if the additional funds are below our minimum deposit amounts, we may place them in an existing account in the same currency and with the interest rate and the earliest maturity date we determine.

Withdrawal methods

7.4 *Accounts for foreign currency deposits* which are time deposits may not be withdrawn before the maturity date. However, we may allow withdrawal before the maturity date subject to any conditions we may impose (including a period of notice, reduced or nil interest fees and other charges).

7.5 If you give us notice, proceeds of withdrawal may be available in foreign currency notes. You must pay any applicable fees which are available by contacting us.

Commission

7.6 We may charge commission on a deposit or withdrawal made in cash, cheques, drafts, payment orders or other monetary instruments in the currency of the account for the *foreign currency deposit*. Please refer to the *tariff sheet* or elsewhere in our banking agreement for details. Please contact us for further details.

Foreign exchange controls

7.7 *Foreign currency accounts*, and all transactions under them, are subject to any applicable exchange control laws.

US Dollar clearing in Hong Kong

7.8 When issuing or depositing US Dollar cheques drawn against a US Dollar account in Hong Kong, the operation of the US Dollar clearing system is subject to the *US Dollar Clearing House Rules*.

7.9 Rule 2.3.5 of the *US Dollar Clearing House Rules* applies to our banking agreement to the extent that it is applicable to you and transactions you conduct.

7.10 The Hong Kong Monetary Authority does not owe any duty or incur any liability to you in respect of any loss (including loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the Hong Kong Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly by the giving of any notice, advice or approval in connection with the *US Dollar Clearing House Rules*.

7.5 如果閣下向本行發出通知，則可以提取外幣現鈔。閣下可能需要支付任何適用的費用，此等費用可聯絡本行索取。

佣金

7.6 對於貨幣單位為外幣存款戶口貨幣的現金、支票、匯票、付款指示或其他票據的存款或提款，本行可能收取佣金。詳情請參閱收費表或本行銀行協議的其他部分，進一步詳情請與本行聯絡。

外匯管制

7.7 外幣戶口以及其下的所有交易均應符合任何適用的外匯管制法律。

香港的美元結算

7.8 當簽發或存入在香港的美元戶口提款的美元支票時，美元結算系統的操作須受美元結算所規則的規限。

7.9 美元結算所規則第2.3.5條在適用於閣下和閣下的交易的範圍內適用於本行銀行協議。

7.10 對於發出與美元結算所規則相關的任何通知、意見或批准而以任何方式直接或間接引起的任何種類或性質的損失（包括業務損失、商機損失、利潤損失、特殊、間接或相應損失）（即使香港金融管理局知道或在合理情況下應該知道其可能存在），香港金融管理局對閣下不承擔任何義務或引起任何責任。

8 人民幣戶口

8.1 本第8條和第7條及與儲蓄戶口、定期存款戶口或往來/支票戶口（視適用而定）相關的具體條款適用於人民幣戶口。如果本條與本條款其他部分有任何不一致之處，以本條為準。本第8條的規定不限制本行在本行銀行協議下的其他權利。

香港身份證

香港身份證持有人

8.2 如果閣下為香港身份證持有人並開立香港居民人民幣戶口，閣下聲明，閣下擁有有效的香港身份證。如果閣下不再擁有有效的香港身份證，應立即書面通知本行。在不限制本行其他權利的情况下，如果本行

8 RMB accounts

- 8.1 This clause 8 and clause 7 both apply to RMB accounts in addition to the specific provisions relating to *savings accounts*, *time deposits accounts* or *current/cheque accounts* (as the case may be). If there is any inconsistency between this clause and the other sections of these terms, this clause prevails. No part of this clause 8 limits our other rights under our banking agreement.

Hong Kong identity card

HKID card holders

- 8.2 If you are a holder of valid Hong Kong identity card and you are opening a RMB account for Hong Kong resident, you represent that you have a valid Hong Kong identity card. You must immediately tell us in writing if you no longer have a valid Hong Kong identity card. Without limiting our other rights, we may suspend or terminate the *RMB account* if we have reason to suspect that you do not or may not continue to have such a card.

Non-HKID card holders

- 8.3 If you are not a holder of valid Hong Kong identity card and you are opening a *RMB account* for non-Hong Kong resident, you represent that you do not hold a valid Hong Kong identity card. You must immediately tell us in writing if you become a Hong Kong resident and have a valid Hong Kong identity card. In such circumstance, we may exercise our rights under our banking agreement to terminate or convert your *RMB account* into another type of account (with relevant restrictions and requirements as may be applicable) at our sole and absolute discretion.

Transactions using Renminbi

- 8.4 We may but need not accept deposits or allow withdrawal by any cheques, drafts, payment orders or other monetary instruments in Renminbi.
- 8.5 If you give us prior notice, we may (but need not) pay you an amount from a *RMB account* in Renminbi notes and coins subject to availability and charges that we determine. We may specify the denominations of Renminbi notes and coins that we accept or pay.

Conversion to Hong Kong Dollars

- 8.6 If you ask, we may (but need not) convert a deposit in a *RMB account* into Hong Kong Dollars.

Not to be used as security

- 8.7 Unless we agree, the balance of a *RMB*

有理由懷疑閣下沒有或可能不繼續擁有該證件，本行可暫停或終止人民幣戶口。

非持有香港身份證人士

- 8.3 如果閣下為非持有香港身份證人士並開立非香港居民人民幣戶口，閣下聲明，閣下並無持有有效的香港身份證。如果閣下成為香港居民並擁有有效的香港身份證，應立即書面通知本行。在此情況下，本行可行使本行之絕對權利根據本行銀行協議終止閣下人民幣戶口或將閣下人民幣戶口轉為其他戶口種類（有關規定及要求將適用）。

使用人民幣的交易

- 8.4 本行可以但不一定接納任何人民幣支票、匯票、付款指示或其他票據的存款或提款。
- 8.5 如果閣下向本行發出預先通知，本行可以（但不一定）從人民幣戶口中向閣下支付人民幣現鈔和硬幣，但受限於有關存量以及本行決定的收費。本行可能會指定本行接納或支付的人民幣現鈔和硬幣的面額。

兌換成港元

- 8.6 經閣下要求，本行可以（但不一定）將人民幣戶口的存款兌換成港元。

不得作為抵押品

- 8.7 除非本行同意，否則人民幣戶口的結餘不得被閣下用作任何銀行信貸的抵押品，在計算本行提供的任何銀行信貸的有效限額時亦不被考慮在內。

付款至暫記戶口

- 8.8 如果一個人民幣戶口結束，本行可以將任何正數結餘存放在一個無息的暫記戶口。本行可以在此之前將正數結餘兌換成港元。

人民幣往來戶口

- 8.9 閣下不得透支人民幣往來戶口。
- 8.10 就人民幣往來戶口而開出的支票只可用作支付中華人民共和國廣東省內的消費品和服務，或用作本行可能指定的其他用途。
- 8.11 本行可能不執行將會導致人民幣往來戶口的結餘低於任何最低限額或超越本行可能

account cannot be relied upon by you as collateral for any banking facility and will not be considered in calculating the available limit for any banking facility we offer.

Payment into suspense account

- 8.8 If a *RMB account* is closed, we may place any credit balance into a non-interest bearing suspense account. We may convert the credit balance into Hong Kong Dollars before doing so.

RMB current account

- 8.9 You must not overdraw on a *RMB current account*.
- 8.10 A cheque drawn on a *RMB current account* must only be used to pay for consumer goods and services in Guangdong province in the People's Republic of China or for other purposes that we may specify.
- 8.11 We may not act on an instruction which will cause the balance of a *RMB current account* to fall below any minimum limit or exceed any maximum limit that we specify. If the balance of a *RMB current account* exceeds any maximum limit, we may reduce the balance by transferring the excess to another of your *accounts* or in any other manner we choose without giving notice to you.
- 8.12 You must ensure that the aggregate amount of cheques on a *RMB current account* presented for payment on any day does not exceed any daily clearing limit we specify. If the limit is exceeded, we pay the cheques in any order we choose.
- 8.13 If a *RMB current account* does not have sufficient funds to pay cheques that have been presented, we may (but need not) transfer funds from any of your *accounts* to the *RMB current account* to pay the cheques subject to the availability of the funds and any transfer limit we specify. We may charge a fee for paying any cheque where the *RMB current account* did not have sufficient funds.
- 8.14 If you use a *RMB current account* for any improper purpose then we may suspend, close or take any other action we consider appropriate in connection with the *RMB current account*.

9 Minimum balances

- 9.1 We may require you to maintain a minimum balance on any account we specify. For details on required minimum balances, see the *tariff sheet* or elsewhere in our banking agreement. Please contact us for further details.

指定的任何最高限額的指示。如果人民幣往來戶口的結餘超越任何最高限額，本行可能將超出部分轉賬至閣下的另一戶口或以本行選擇的任何其他方式進行處理，以減低結餘，而不必通知閣下。

- 8.12 閣下必須確保任何一日在人民幣往來戶口開出呈交付款的支票總金額不超過本行指定的任何每日結算限額。如果超出限額，本行將按照本行選擇的任何次序兌現支票。
- 8.13 如果人民幣往來戶口內沒有足夠的資金兌現已經呈交的支票，本行可能會（但不一定）將閣下任何戶口的資金轉賬至人民幣往來戶口，以兌現支票，但受限於有關存量以及本行指定的任何轉賬限額。如果人民幣往來戶口內沒有足夠的資金，本行可能會為兌現任何支票而收取費用。
- 8.14 如果閣下使用人民幣往來戶口作任何不正當用途，則本行可能會中止、結束人民幣往來戶口，或採取本行認為與人民幣往來戶口有關的任何其他行動。

9 最低結餘

- 9.1 本行可能要求閣下維持本行指定的任何戶口的最低結餘。最低結餘詳情請參閱收費表或本行銀行協議的其他部分，進一步詳情請與本行聯絡。
- 9.2 本行可能要求閣下維持閣下的儲蓄戶口、往來/支票戶口、定期存款戶口、外幣存款以及本行指定而閣下為主要戶口持有人（單獨或聯名）的其他戶口的最低總計結餘。最低總計結餘詳情請參閱收費表或本行銀行協議的其他部分，進一步詳情請與本行聯絡。
- 9.3 如果最低結餘或最低總計結餘適用，且結餘低於規定的最低限額，本行：
- 不需要接納將會導致結餘低於最低限額的任何戶口指示或允許將會導致結餘低於最低限額的任何戶口交易；
 - 不需要向有關戶口支付任何利息；及
 - 可以結束有關戶口。

閣下還必須支付任何有關費用（詳情請與本行聯絡）。

9.2 We may require you to maintain a minimum aggregate balance on your *savings accounts, current/cheque accounts, time deposits accounts, foreign currency deposits* and other *accounts* we specify where you are the primary accountholder (either solely or jointly). For details on required minimum aggregate balances, see the tariff sheet or elsewhere in our banking agreement. Please contact us for further details.

9.3 If a minimum balance or a minimum aggregate balance applies and the balance falls below the required minimum we:

- need not accept any instruction or allow any transaction on an *account* which would cause the balance to fall below the minimum;
- need not pay interest on the relevant *account* or *accounts*; and
- may close the relevant *account* or *accounts*.

You must also pay any applicable fees (the details of which are available by contacting us).

10 Payments into accounts

We may accept or refuse payment

10.1 We may accept or refuse to accept any deposit whether in cash or by cheque or other instrument or set minimum or maximum amounts on deposits.

10.2 Any cheque or other instrument is received by us as agent for collection on your behalf.

10.3 We may charge a fee if you wish to make a large cash deposit. For more information, see the *tariff sheet* or elsewhere in our banking agreement. Please contact us for further details.

Foreign cheques or instruments

10.4 If we agree to accept cheques or other instruments drawn on financial institutions located outside Hong Kong, you acknowledge that:

- clearance depends on the laws and practices of the location of the financial institution; and
- we are not responsible for the value given by the financial institution or any other loss incurred in connection with the cheque or instrument.

Receipts

10.5 Receipt of a deposit is evidenced by our usual practice, depending on how you make the deposit. A person making a deposit should keep their copy of the receipt.

10 向戶口付款

本行可以接納或拒絕付款

10.1 本行可以接納或拒絕接納任何現金或支票或其他票據的存款，或對存款訂立最低或最高金額。

10.2 本行將作為代理人代表閣下接收任何支票或其他票據。

10.3 如果閣下希望存入大量現金，本行可能收取費用。如欲取得更詳盡的資料，請參閱收費表或本行銀行協議的其他部分，進一步詳情請與本行聯絡。

外國支票或票據

10.4 如果本行同意接納從位於香港以外的金融機構開出的支票或其他票據，閣下承認：

- 結算取決於金融機構當地的法律和慣例；及
- 對於金融機構就支票或票據所給予的價值或引起的任何其他損失，本行概不負責。

收據

10.5 存款收據按照本行的慣常做法加以證明，取決於閣下如何存款。存款人應保存收據。

10.6 存款單經本行機器打印認可或經本行蓋印和本行職員簽署認可後方才有效。

10.7 本行發出的任何收據不得用作存款已經獲得結算的證據。

利息累計

10.8 存款的利息自本行接納存款且存款已經貸記到戶口時起累計。

第三方支票

10.9 如果呈交支付給第三方或似乎屬於或已經屬於其他人的支票或其他票據（「第三方支票」），本行可以拒絕接納將之存入或拒絕將之兌為現金。如果本行同意接納或兌現第三方支票，本行可能會要求閣下或授權人士遵守額外的條件。

支票收集箱存款

10.10 閣下不得在支票收集箱存入現金或不記名

- 10.6 A deposit slip is only valid if endorsed by our machine print or by our stamp and signature of a bank officer.
- 10.7 Any receipt we issue cannot be used as evidence that the deposit has been cleared.

Interest accrues

- 10.8 Interest begins to accrue on a deposit when we accept the deposit and it has been credited to an *account*.

Third party cheques

- 10.9 If a cheque or other instrument is presented which is payable to a third party or it appears to belong or to have belonged to someone else (called a "third party cheque"), we may refuse to accept it for deposit or refuse to cash it. If we agree to accept or cash a third party cheque we may require you or an *authorised person* to comply with additional conditions.

Cheque collection box deposits

- 10.10 You must not deposit cash or bearer cheques into the cheque collection boxes. If you make a deposit in this way, you do so at your own risk and we will not be liable for any *loss* incurred as a result of your action.

Clearance of payments

- 10.11 We do our best to process all cheques and other instruments within a reasonable period of time. However, if they are deposited after any cut off time we specify, they may not be processed until the following business day. Please contact us for more information on clearance times as they may vary.
- 10.12 The proceeds of cheques and other payment instruments deposited, or funds transferred electronically cannot normally be withdrawn until cleared. If we allow withdrawal of the proceeds before clearance occurs, you must repay or we may debit that amount if the cheque, payment instrument or transfer is dishonoured.

Regular payments to an account

- 10.13 If you ask, we may establish a regular payment arrangement to an *account*. We may cancel or stop the regular payment arrangement if:
- you instruct us to do so; or
 - the payment arrangement no longer complies with the terms of the payment authority signed by you; or
 - required by law.

Dishonoured cheques

- 10.14 We give you details of any cheque deposited into an account which is dishonoured as soon as practicable.

支票。如果閣下以這種方式存款，風險自負，且本行對於閣下行動引起的任何損失概不負責。

付款結算

- 10.11 本行會盡最大努力在合理時間內處理所有支票和其他票據。然而，如果支票或其他票據在本行指定的截止時間後存入，則其可能在下一個營業日才處理。由於結算時間可能會不同，請聯絡本行索取更多資料。
- 10.12 存入的支票和其他付款票據的實收款項或電子轉賬的資金通常在結算後才能提取。如果本行允許在結算前提取實收款項，則閣下必須在支票、付款票據或轉賬不能承兌時償還有關款項，或本行可就該款項扣賬。

向戶口定期付款

- 10.13 經閣下要求，本行可以設立定期向戶口付款的安排。在以下情況下，本行可以取消或停止定期付款安排：
- 閣下向本行發出指示；或
 - 有關付款安排不再符合經閣下簽署的付款授權的條款；或
 - 法律規定。

不能承兌支票

- 10.14 本行將在實際可行的情況下盡快向閣下提供存入戶口但未能承兌的任何支票的詳情。

11 從戶口付款

提款

- 11.1 本行將僅在戶口維持所在國家或地區償還戶口中的存款及／或正數結餘。提款亦受本行實施的細則規限。
- 11.2 如果閣下希望提取大量現金，本行可能收取費用。如欲取得更詳盡的資料，請參閱收費表或本行銀行協議的其他部分，進一步詳情請與本行聯絡。

授權扣款或付款

- 11.3 閣下授權本行扣取閣下就往來／支票戶口

11 Payments out of accounts

Withdrawals

- 11.1 Deposits and/or credit balances in an account will only be repayable by us in the same country or territory where the account is maintained. Withdrawal is also subject to conditions we impose.
- 11.2 We may charge a fee if you wish to make a large cash withdrawal. For more information, see the *tariff sheet* or elsewhere in our banking agreement. Please contact us for further details.

Authority to debit and payment

- 11.3 You authorise us to debit all cheques and other instruments drawn by you to a *current/cheque account*.
- 11.4 We may determine the order of priority for payment of cheques.

Third party withdrawals

- 11.5 We may, but need not, accept instructions allowing third parties to withdraw from an account.

Stopping payment of cheques

- 11.6 You or an *authorised person* may request us in writing to stop payment of a cheque drawn on a *current/cheque account* before it has been paid. However, the instruction is only effective if it:
- gives full details of the cheque; and
 - is received by us before the cheque is deposited for clearing. (See our Client Terms for how we deal with stopped payments.)

Direct debits or periodical payments from accounts

- 11.7 If you ask, we can organise a direct debit or periodical payment arrangement from an account. You will need to sign additional documents to authorise it.
- 11.8 We may cancel or stop any direct debit or periodical payment arrangement if:
- you instruct us to do so or
 - the payment arrangement no longer complies with the terms of the direct debit authority signed by you.

We may ask that you also notify the person to whom you have given the direct debit authority.

Telegraphic transfers

- 11.9 You may ask us to effect telegraphic transfers for you. We need not agree to your request.
- 11.10 We may set a minimum amount or maximum amount for telegraphic transfers.

開出的所有支票和其他票據的款項。

- 11.4 本行可以決定兌現支票的先後次序。

第三方提款

- 11.5 本行可以（但不一定）接納允許第三方從戶口提款的指示。

停止兌現支票

- 11.6 閣下或授權人士可在支票兌現前書面要求本行停止從往來/支票戶口提款兌現有關支票。然而，有關指示必須符合下列條件方為有效：

- 列明支票的全部詳情；及
- 早於有關支票提呈結算前送交本行。（有關本行如何處理停止兌現的詳情，見本行的客戶條款）。

從戶口自動轉賬或定期付款

- 11.7 經閣下要求，本行可以設立從戶口自動轉賬或定期付款的安排。閣下需要簽署額外文件以作授權。
- 11.8 在以下情況下，本行可以取消或停止任何自動轉賬或定期付款安排：
- 閣下向本行發出指示；或
 - 有關付款安排不再符合經閣下簽署的自動轉賬授權的條款。

本行可要求閣下同時就此通知閣下給予自動轉賬授權的人士。

電匯

- 11.9 閣下可要求本行為閣下進行電匯。本行毋須同意閣下的要求。
- 11.10 本行可設訂電匯的最低或最高金額。有關金額詳情，請與本行聯絡。
- 11.11 倘若以目標國家貨幣以外的貨幣進行電匯，閣下可能需就電匯支付多重收費。有關該等收費的詳情，請與本行聯絡。
- 11.12 閣下同意本行向電匯的對方或中介銀行透露任何有關資料。
- 11.13 倘若電匯無法完成，本行亦毋須退還閣下就電匯支付的收費，除非電匯失敗完全是由於本行的作為或不作為所直接導致。

For details of these amounts, please contact us.

- 11.11 If a telegraphic transfer is made in a currency other than the currency of the destination country, you may be required to pay multiple charges for the telegraphic transfer. For details of these charges, please contact us.
- 11.12 You consent to us disclosing any information in connection with the telegraphic transfer to the correspondent or intermediary bank.
- 11.13 If a telegraphic transfer cannot be completed, we are not required to refund the charges paid by you for the telegraphic transfer unless the failure to complete was solely and directly due to anything we do or do not do.

Repayment by us

- 11.14 If you agree in writing, we may repay an amount to you by paying a bank in or outside Hong Kong by electronic transfer, telegraphic transfer or other means we choose. The repayment is made at your own risk.

12 Dormant accounts

What is a dormant account?

- 12.1 If no withdrawal, deposit or fund transfer is made on a *savings account* or *current/cheque account* for 12 consecutive months or such other period that we notify to you, we classify the *account* as dormant.

Fees for dormant accounts

- 12.2 Unless prohibited by law, if the balance of a dormant *account* is below the minimum limit set out in the *tariff sheet* or elsewhere in our banking agreement, we may debit the dormant account fee set out in the *tariff sheet* or elsewhere in our banking agreement or as notified by us until there is no credit balance in the *account* following which the *account* is closed.
- 12.3 We give you 14 days' notice before charging any dormant account fee.

13 Closing accounts

Early closure

- 13.1 If you close a *savings account* or *current/cheque account* within 3 months (or such other period that we may notify to you) after you open it, you must pay the early account closure fee set out in the *tariff sheet* or elsewhere in our banking agreement or as notified by us.

本行所作付款

- 11.14 在閣下書面同意的情況下，本行可以電子轉賬、電匯或本行選擇的其他形式付款到香港境內或境外銀行，以向閣下償還款項。有關還款的一切風險概由閣下承擔。

12 不動戶口

何謂不動戶口？

- 12.1 一個儲蓄戶口或往來／支票戶口如果連續12個月或在本行通知閣下的其他期間沒有任何提存或轉賬的活動，則本行將之歸類為不動戶口。

不動戶口的費用

- 12.2 除法例禁止的情況下，倘若不動戶口的結餘低於收費表或本行銀行協議其他部分所載的最低限額，本行可從該不動戶口扣除收費表或本行銀行協議其他部分所載或本行不時通知的不動戶口費用，直至該戶口再無正數結餘為止，屆時該戶口會被結束。
- 12.3 本行會在收取任何不動戶口費14日前向閣下發出通知。

13 結束戶口

提早結束

- 13.1 倘若閣下在開立儲蓄戶口或往來／支票戶口的3個月（或本行可能通知閣下的其他時間）內將其結束，則閣下須支付收費表或本行銀行協議其他部分所載或本行通知的提早結束戶口費。

本行可結束戶口的情况

- 13.2 本行可隨時通知閣下而結束儲蓄戶口、定期存款戶口或往來／支票戶口。本行毋須就此提供任何理由。在此情況下，本行會以本行釐定的方式向閣下支付戶口結餘（但本行毋須支付利息）。

交回存摺

- 13.3 倘若閣下所持存摺的有關戶口結束，閣下必須確保向本行交回所有存摺。

When we may close accounts

13.2 We may close a *savings account*, *time deposit account* or a *current/cheque account* at any time with notice to you. We need not give a reason for doing so. If we do so, we pay you the balance of the *account* in the manner we determine (but we need not pay interest).

Return of passbooks

13.3 If an *account* for which you have a passbook is closed, you must ensure that all passbooks are returned to us.

14 Meaning of words

You also need to refer to our Client Terms which also define key words used in these terms. If a word defined in these terms is also defined in our Client Terms, the definition in these terms applies for the purposes of *current/cheque accounts*, *time deposits account*, *foreign currency deposits*, *Integrated Deposits Account* and *savings accounts*.

account type(s) means the type(s) of account that may be opened under an *IDA* as determined by us from time to time in our absolute discretion.

an *IDA* currency means a currency (including Hong Kong dollars) that we may from time to time determine in our absolute discretion that a *sub-account* of an *IDA* may be denominated in.

Bills of Exchange Ordinance means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.

Clearing House means Hong Kong Interbank Clearing Limited and its successors and assigns.

current/cheque account means any account of the type referred to in clause 4.

Deposit Channel means any channel offered by us from time to time for presentment of e-Cheques for deposit.

e-Cheque has the meaning ascribed to it in the e-Cheque Drop Box Terms.

e-Cheques Deposit Services mean the services offered by us to clients from time to time for depositing e-Cheques.

e-Cheque Drop Box or e-Cheque Drop Box Service has the meaning ascribed to it in the e-Cheque Drop Box Terms.

e-Cheque Drop Box Account has the meaning ascribed to it in the e-Cheque Drop Box Terms.

14 詞語涵義

謹請閣下同時參閱載有本條款所用關鍵詞定義的客戶條款。本條款如有界定在客戶條款中已定義的詞語，則本條款所載定義適用於往來/支票戶口、定期存款戶口、外幣存款、綜合存款戶口及儲蓄戶口。

戶口類型 指經本行不時及絕對酌情確定於「綜合存款戶口」下開立的戶口類型。

「綜合存款戶口」貨幣 指經本行不時及絕對酌情確定作為「綜合存款戶口」附屬戶口計值單位的一種貨幣（包括港元）。

匯票條例 指香港法例第19章〈匯票條例〉，可被不時修訂。

結算所 指香港銀行同業結算有限公司及其繼承人及受讓人。

往來/支票戶口 指第4條所述的任何類別戶口。

存入途徑 指本行不時提供用作出示電子支票以求存入的任何途徑。

電子支票的定義見電子支票存票服務條款。

電子支票存入服務 指由本行不時向客戶為存入電子支票而提供的服務。

電子支票存票服務的定義見電子支票存票服務條款。

電子支票存票服務戶口的定義見電子支票存票服務條款。

電子支票存票服務條款 指由結算所不時指定的條款及細則，以規管由結算所提供的電子支票存票服務的使用。

外幣存款 指第7條所述的任何外幣存款。

「綜合存款戶口」 指本行綜合存款戶口服務。

業界規則及程序 指結算所及銀行業界就規管電子支票的處理而不時訂定或採用的規則及運作程序。

本行銀行協議 指本行接納閣下的申請時，閣下與本行訂立的協議，有關條款包括本行的客戶條款及本產品條款。

收款人銀行 指收款人戶口所在的銀行。

e-Cheque Drop Box Terms means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.

foreign currency deposit means any deposit of foreign currency described in clause 7.

IDA means our Integrated Deposits Account service.

Industry Rules and Procedures means the rules and operating procedures governing the handling of e-Cheques developed or adopted by the Clearing House and the banking industry from time to time.

our banking agreement means the agreement between you and us formed when we accept an *application* from you, the terms of which include our Client Terms and these *product terms*.

Payee Bank means the bank at which a Payee Bank Account is held.

Payee Bank Account means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with us into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.

Payer Bank has the meaning ascribed to it in the e-Cheque Drop Box Terms.

RMB account means any *current/cheque account, savings account or time deposit account* denominated in Renminbi.

RMB current account means a *current/cheque account* denominated in Renminbi.

savings account means any *account* described in clause 2.

sub-account or sub-accounts means the account(s) which we may agree to open or activate for you from time to time and which are integrated under an IDA.

time deposit means any term deposit, fixed deposit or time deposit described in clause 3.

US Dollar Clearing House Rules means the US Dollar Clearing House Rules and the US Dollar Operating Procedures.

受款人戶口就每張使用電子支票存入服務出示以存入的電子支票而言，指該電子支票的受款人在本行持有的銀行戶口，而該戶口可以是受款人的個人名義戶口或受款人的聯名戶口。

付款人銀行的定義見電子支票存票服務條款。

人民幣戶口指以人民幣為單位的任何往來/支票戶口、儲蓄戶口或定期存款戶口。

人民幣往來戶口指以人民幣為單位的往來/支票戶口。

儲蓄戶口指第2條所述的任何戶口。

附屬戶口指本行同意不時為閣下開立或啟用、並將歸於「綜合存款戶口」屬下的戶口。

定期存款指第3條所述的任何有期存款、固定存款或定期存款。

美元結算所規則指 US Dollar Clearing House Rules 及 US Dollar Operating Procedures。