

The Bank of East Asia, Limited

**Cyberbanking
Terms and Conditions**

東亞銀行有限公司

**電子網絡銀行服務
條款及細則**

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In consideration of The Bank of East Asia, Limited agreeing to open and continue to maintain Cyberbanking account(s) and/or provide its services, I/we (the "Customer") hereby understand and agree that the following terms and conditions and the Schedules (as amended from time to time) (collectively referred to as the "Terms") shall apply to the Account and the Services and shall be binding on the Customer.

General Terms and Conditions

1. The terms and conditions stated herein apply in respect of various banking services (collectively called "Cyberbanking" - previously known as "East Asia Cyberbanking Service") offered by the Bank over different electronic delivery channels as prescribed by the Bank from time to time, including but not limited to the internet, mobile phones and fixed line telephone networks, and Automatic Teller Machines. The provision of individual electronic delivery channel to the Customer shall be at the sole discretion of the Bank.

2. Definitions and Interpretation

In the Terms and all supplements thereto, the following terms shall, except where the context requires otherwise, have the following meanings:

- 2.1 "**Account**" means any Cyberbanking account, accounts with Cyberbanking service, credit card account, Mandatory Provident Fund ("MPF") account and/or any other account the Customer opens with BEA;
- 2.2 "**Agent**" means any Person appointed by BEA;
- 2.3 "**Application Form**" means the account opening application form prescribed by the Bank from time to time for the purpose of requesting and authorising the Bank to open an Account;
- 2.4 "**ATM**" means Automatic Teller Machine of the Bank or the ATM under the ATM Network of any other JETCO and VISA PLUS Member Bank or the ATM under the ATM Network of any CUP Member Bank or any other networks specified by the Bank from time to time where applicable;
- 2.5 "**BEA**" or "**the Bank**" means The Bank of East Asia, Limited, a company incorporated in Hong Kong and whose registered office is at 10 Des Voeux Road Central, Hong Kong, and a registered institution under the Securities and Futures Ordinance with C.E. Number: AAJ165, including its successors and assigns;
- 2.6 "**Business Day**" save as the Bank may otherwise notify the Customer for any particular purpose, means a day on which commercial banks are open for business in Hong Kong and, in the case of a Currency Linked Deposit, margin trading, the major financial centres in the country where the Underlying is legal tender, and in the case of Unit Trust Investment Services, Saturdays will not be a Business Day;
- 2.7 "**Cyberbanking Card**" / "**Cyberbanking Renminbi Card**" ("the Card") means the card issued by the Bank to the Customer by which the Customer can access, through Automatic Teller Machines ("ATM")/point of sales terminals ("POST") and such of the Bank's accounts as the Bank from time to time may permit;
- 2.8 "**Certification Authority**" or "**CA**" means a certification authority recognised for the purposes of ETO and the Public Key Infrastructure ("PKI"), which is responsible for the use of a trustworthy system for the

- issuance, withdrawal, and publication in a publicly available repository of recognised and accepted digital certificates for secure on-line identification;
- 2.9 **"CUP Member Bank"** means the member bank of the China UnionPay;
- 2.10 **"Designated Account"** means any account nominated by the Customer as such to the Bank and stated in the Application Form or subsequently through written instruction(s), online registration(s) or other methods as prescribed by and accepted by the Bank from time to time to be the subject of Cyberbanking provided that the Bank may at its option, cancel or suspend the provision of Cyberbanking in respect of any of the Designated Account(s);
- 2.11 **"Designated Service"** means the service provided by the Bank in Cyberbanking from time to time which allows the Customer to access the information of the Designated Service Account and give Instructions with regard to such services according to the procedures and rules as prescribed by the Bank from time to time;
- 2.12 **"Designated Service Account"** means any account held by the Customer and maintained with the Bank, which is related to a Designated Service being utilised by the Customer, and is nominated by the Customer to the Bank as such and accepted by the Bank from time to time to be the subject of Cyberbanking;
- 2.13 **"Digital Certificate"** means any certificate issued by a certification authority (as defined in ETO) that BEA has accepted for use in a transaction through the Cyberbanking;
- 2.14 **"Digital Signature"**, in relation to an electronic record, means an electronic signature of the signer (as defined in the ETO);
- 2.15 **"ETO"** means the Electronic Transactions Ordinance (Cap.553);
- 2.16 **"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China;
- 2.17 **"HKD"** means Hong Kong dollars;
- 2.18 **"Instruction"** means (i) any instruction given by or on behalf of the Customer to the Bank to sell, redeem, purchase, subscribe, hold, withdraw or otherwise deal in Linked Deposit, Securities or Unit Trusts, foreign exchange or spot gold margin or to effect any other transactions pursuant to the terms of respective products/services; (ii) instruction given through various electronic delivery channels; (iii) instruction given through ATM/POST by the use of the Card; (iv) instruction given through Cyberbanking; or (v) verbal or written or facsimile or telex instruction given in such form and delivered or transmitted to BEA by such means as BEA may prescribe, in each case subject to the applicable minimum and/or maximum amounts as may be prescribed by BEA from time to time in respect of any particular type of instruction;
- 2.19 **"JETCO and VISA PLUS Member Bank"** means the member bank of the JETCO or Visa International;
- 2.20 **"Losses"** means actions, proceeding, losses, damages, liabilities, claims demands, costs and expenses (including legal fees) which may be suffered or incurred by BEA and/or its directors, officers, employees, agents, nominees and correspondents (collectively **"Related Parties"**) arising from, relating to or incidental to the operation or maintenance of

- the Accounts and/or provision of Services pursuant to the Terms;
- 2.21 **"Paying Bank"** means the account holding bank of the accounts, from which the funds are debited in the interbank fund transfers transaction;
- 2.22 **"Person"** includes an individual, sole proprietorship, partnership, trust, corporation and an unincorporated body of persons;
- 2.23 **"PIN"** means the number designated by BEA and used by the Customer to authenticate the access to the individual electronic delivery channels of Cyberbanking and subsequent to any change in PIN via Cyberbanking or performed by the Customer using the Card over an ATM machine of BEA, any code designated and used by the Customer from time to time to access the service;
- 2.24 **"POST"** means Point of Sale Terminal of any Member Bank of the EPSCO or JETCO or the POST of any CUP Member Bank or any other networks specified by the Bank from time to time where applicable;
- 2.25 **"Receiving Bank"** means the account holding bank of the accounts, to which the funds are deposited in the interbank fund transfers transaction;
- 2.26 **"Related Account"** means any account held by the Customer and maintained with the Bank, which is nominated by the Customer as such to the Bank and stated in the Application Form or subsequently through written instruction(s), online registration(s) or other methods as prescribed by and accepted by the Bank from time to time to be the subject of Cyberbanking provided that the Bank may at its option, cancel or suspend the provision of Cyberbanking in respect of any of the Related Account(s);
- 2.27 **"Services"** means banking, investment and/or other services prescribed, announced and offered by the Bank from time to time;
- 2.28 **"Third Party Account"** means, in case of an interbank fund transfer Transaction, the deposit account accommodated with the Receiving Bank or, in case of own bank fund transfer Transaction, the deposit account held by the third party with the Bank;
- 2.29 **"Transaction"** means a transaction effected by BEA pursuant to or as a result of an Instruction;
- 2.30 **"Underlying"** in respect of a Linked Deposit, means the share, currency, index or other asset specified as such in the relevant confirmation;
- 2.31 Any document is a reference to that document as modified from time to time;
- 2.32 Where the Underlying consists of two or more shares, two or more currencies, two or more indices or two or more other assets, unless the context otherwise requires, references to the Underlying shall mean any one of those shares, currencies, indices or other assets, as the case may be;
- 2.33 The headings in the Terms do not affect its interpretation.

3. **New Products and Services**

BEA and its Agent may introduce and provide new Services from time to time and notify the terms and conditions governing as such to the Customer. The Terms, insofar as they are not inconsistent with the terms and conditions for the new Services, shall apply to such new Services and be binding on

the Customer. In the event of any conflict between the two, the Terms shall (unless BEA in its sole discretion otherwise thinks fit in any particular case) prevail.

4. Customer's Instructions

- 4.1 Subject to the provisions contained in the Terms, BEA is authorised to act on the Instructions in relation to any Account given by the Customer (or in the case of joint accounts, any one of the persons comprising the Customer) or by any one of the Authorised Person(s).
- 4.2 Any Instruction, once given, may not be withdrawn by the Customer without the written consent of BEA. All Instructions which are understood and acted on by BEA in good faith, shall be binding on the Customer. BEA shall be under no duty to inquire into the authenticity of any Instructions or the identity or authority of the person giving or purporting to give any Instructions.
- 4.3 BEA may treat all Instructions given as fully authorised and binding on the Customer regardless of the circumstances prevailing at the time of the Instructions being given or the nature or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, errors in transmission, fraud, forgery or lack of authority in relation to the Instructions. The Customer agrees that he is under an express duty to BEA to prevent any fraudulent, forged or unauthorised Instructions being given.
- 4.4 BEA may at all times and from time to time in its sole discretion without having to state the grounds for such refusal and without any liability whatsoever, refuse to act upon any Instructions or such part thereof as BEA thinks appropriate.
- 4.5 BEA will only provide Services or accept Instructions insofar as it is (in BEA's reasonable opinion) practicable and reasonable to do so, having regard to its regular business practice and procedure. BEA shall comply with laws, rules, regulations, guidelines, requests, and/or recommendations of any organisation or authority that regulates the conduct of banking and/or the provision of services contemplated under any Account. BEA reserves the right to prescribe any conditions subject to which it provides any Services or accepts any Instruction or to refuse to provide any Services or act on any Instruction to ensure its compliance with any such applicable laws, rules, regulations, guidelines, requests, and/or recommendations.
- 4.6 In the event that BEA receives an Instruction that BEA considers to be inconsistent with any previous Instruction which has not been executed, BEA may, at its sole and absolute discretion, refuse to act on either of such Instructions unless and until either one of such Instructions has been revoked or withdrawn to the satisfaction of BEA.
- 4.7 The Customer may request BEA for the provision of various Cyberbanking services by giving written or facsimile Instructions to BEA provided that such services by themselves are allowed to be operated by written or facsimile Instructions pursuant to their respective terms and conditions from time to time as prescribed by BEA and provided further that BEA shall be entitled to specify, from time to time, such services which may be available to the Customer through the use of the Cyberbanking and/

or the Cyberbanking Card / Cyberbanking Renminbi Card and/or any other means as BEA may prescribe.

5. Sufficiency of Funds

Instruction will not be acted on if there are insufficient funds or pre-arranged credit is not available in the Account. BEA may at its discretion act on such Instruction notwithstanding without seeking prior approval of or giving prior notice to the Customer and may make the usual charge against the Customer.

6. Fees and Expenses

BEA is entitled to levy fees and charges against Customer to cover costs and expenses arising out of the running and operation of the Account. BEA reserves the right to revise all fees and charges from time to time with prior notice to the Customer in accordance with the applicable code of practice.

7. Termination and Closure of Services

7.1 On the closure of the Related Account and/or Designated Account and/or termination of Designated Service, the Cyberbanking services and Cyberbanking Card / Cyberbanking Renminbi Card for such account(s) and/or service(s) will be terminated.

7.2 BEA reserves the right to suspend or terminate all or any of the Accounts, the Cards and/or Services at any time after giving reasonable notice, except in exceptional circumstances where no prior notice is required.

7.3 If the Account is closed, the Card and Cyberbanking will be automatically terminated. The Customer shall surrender the Card to BEA and the access of the Account and/or Services under the Cyberbanking will be suspended immediately.

7.4 Without prejudice to the generality of Clause 7.2 of the General Terms and Conditions herein, BEA shall be entitled to close/terminate any or all Accounts/Services immediately and without prior notice if:

- (a) there is any change of law which prohibits or renders the maintenance or operation of any Accounts/Services or any part thereof illegal;
- (b) the Customer commits any breach of or omits to observe any obligations under the Terms which, in the opinion of BEA, amounts to a material default on the part of the Customer;
- (c) BEA's records show that the Customer has maintained no Related Account and/or Designated Service and/or Designated Account for such period as the Bank shall prescribe; or
- (d) BEA determines, or reasonable belief exists, that the Customer:
 - (i) has passed away;
 - (ii) has become an undischarged bankrupt or has entered into a composition or scheme of arrangement within the meaning of Bankruptcy Ordinance (Cap. 6); or
 - (iii) has been convicted in Hong Kong or elsewhere of an offence for which the Customer has been found to have acted fraudulently, corruptly, or dishonestly, or committed any offence under any applicable laws.

7.5 BEA shall act in accordance with the laws, rules, regulations, guidelines,

requests, and/or recommendations of public and regulatory organisations or authorities operating in various jurisdictions, which relate to, amongst other things, the prevention of money laundering, terrorist financing, and the provision of financial and/or other services to any persons or entities which may be subject to sanctions. Without prejudice to the generality of Clause 7.2 of the General Terms and Conditions herein, BEA may take any action (including but not limited to the suspension or closure of the Account(s)) which it, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, rules, regulations, guidelines, requests, and/or recommendations. Such action may include, but is not limited to, the disclosure, interception, and/or investigation of any payment messages and other information or communications sent to or by the Customer or on the Customer's behalf through the systems of BEA or any member of the BEA group; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.

8. Rights / Responsibilities for Joint Account Holders

Where the Customer consists of more than one person:

- (a) each of such persons comprising the Customer shall be jointly and severally bound by the Terms and be liable for any and all liabilities incurred by any of them in connection with the Terms;
- (b) any notice in connection with the Terms to any one such person comprising the Customer will be deemed effective notification to all such persons;
- (c) on the death of any of the persons comprising the Customer, the Bank will suspend the Cyberbanking services immediately. The Cyberbanking account shall be closed by the survivor(s) on proof of the death of the deceased joint account holder;
- (d) each of account holders is authorised to recognise the balance in the each Related Account and/or Designated Service and/or Designated Account and/or Designated Service Account which recognition is binding for the other account holder(s). The Bank may offer a claim on one or several account holders with the credit balance on the Related Account and/or Designated Service and/or Designated Account and/or Designated Service Account;
- (e) if the Related Account and/or Designated Service Account is/are maintained in joint names, then each and every one of the Related Account and/or Designated Service Account holders shall be jointly and severally liable for all transactions involving the use of Cyberbanking and the terms and conditions contained herein shall apply to each of the Related Account and/or Designated Service Account holders separately;
- (f) if the Cyberbanking Account shall consist of more than one person, each and every one of the Customer shall be jointly and severally responsible for all transactions involving the use of the Card and/or the Services prescribed by the Bank from time to time so issued and the terms and conditions herein shall be jointly and severally binding on each and every one of the Customer.

9. Notices

- 9.1 Any notice, request, certificate, demand or other communication (the "Communication") by either party to the other in connection herewith shall be sent to the last known address of such person from time to time. Any Communication shall be deemed to have been given to the addressee, if delivered personally, at the time of such delivery, if dispatched by letter postage prepaid, forty-eight (48) hours after posting if the address is in Hong Kong and seven (7) calendar days after posting if the address is outside Hong Kong, and if sent by telegraph, telex, facsimile transmission, short message service ("SMS"), or electronic mail, at the time of dispatch.
- 9.2 The Customer undertakes to notify BEA in writing or through Cyberbanking immediately upon any change of address, mobile phone number and contact number.
- 9.3 The Customer agrees that BEA may send any Communication, confirmation, or statement to him in electronic form.

10. Right of Waiver

No indulgence or concession granted by BEA and no omission or delay on the part of BEA in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Severability

If any one or more provisions of the Terms, or any part thereof, shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality or unenforceability shall not vitiate any of the other provisions hereof which shall remain in full force, validity and effect.

12. Amendment

BEA may revise any provisions contained in the Terms and/or introduce additional provisions at any time and from time to time after giving such reasonable notice as may be required by the applicable code of practice or code of conduct. Such provisions, any revision and/or additions thereto shall become effective when brought to the attention of the Customer by way of notice and shall be deemed to have been accepted by, and binding on, the Customer if the Customer continues to use any of the Account and/or the Services currently provided by BEA after the effective date of such notice.

13. Governing Law and Jurisdiction

The Terms shall be governed by and construed in all respects in accordance with the laws of Hong Kong and BEA's by-laws, regulations and practices, brought to the attention of the Customer by display, advertisement or otherwise as the foregoing are now in effect or as hereafter amended, enacted or adopted. The Customer hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong Courts to determine, enforce and adjudicate all disputes and claims arising out of the above and in connection therewith.

14. Governing Version

The Chinese version of these terms and conditions is for reference only. If there is any conflict between the English and the Chinese versions, the English version shall prevail.

15. Miscellaneous

15.1 For the avoidance of doubts, all the Schedules hereafter described form integral parts of the Terms and shall be binding on the Customer. Unless otherwise stated, reference to Clauses and Schedules means the clauses of and schedules to the Terms.

15.2 Words and phrases in the Terms shall be read and construed in accordance with the definitions contained hereto. Where the context permits, the singular includes the plural and vice versa, the masculine includes feminine and neuter and vice versa.

15.3 The Customer agrees that all documents shall be written in ink, and in no circumstances shall BALL PENS using ink erasable by ordinary pencil rubber or otherwise be used since unauthorised alteration which is difficult to detect can easily be made.

15.4 The Terms shall be binding on and enure to the benefit to the Bank and the Customer and his personal representatives and successors or assigns of the Customer and each of them.

16. Specific Terms and Conditions

16.1 The use of the Cyberbanking Account is subject to the provisions of Schedule I.

16.2 The use of the Cyberbanking Card / Cyberbanking Renminbi Card is subject to the provisions of Schedule II.

Schedule I

Terms and Conditions for Cyberbanking Account

1. BEA may grant to the Customer the facility to carry out certain banking functions in the Account, Related Account, Designated Service Account and Designated Account (only fund transfer to, but not out of, a Designated Account is allowed). Notwithstanding any other agreements or arrangements between the Customer and BEA relating to the Account, Related Account or Designated Service Account may provide otherwise, BEA may accept Instruction relating thereto through various electronic delivery channels subject always to the provisions of the Terms as prescribed by BEA from time to time. The Customer shall only be entitled to gain access to Cyberbanking during the service hours specified by BEA from time to time.
2. The granting of usage and/or access to Cyberbanking to operate the Account, Related Account and Designated Service Account shall be at sole discretion of BEA and BEA may cancel or suspend Cyberbanking or any part thereof at any time. Without limiting the foregoing, BEA may refuse to accept any Digital Signature and/or Digital Certificate in relation thereto at its absolute discretion, notwithstanding that the use of the Digital Certificate has been registered with BEA. On the termination of Cyberbanking, access to the Account, Related Account and Designated Service Account through electronic delivery channels will be terminated.
3. BEA shall supply the Customer with the Cyberbanking Account Number or other account identification(s) in any format as prescribed by BEA from time to time and an initial PIN for individual electronic delivery channels provided by BEA from time to time at the sole discretion of BEA. The Cyberbanking Account Number is the same as the account number of the Account. BEA is authorised to provide the initial PIN to the Customer (in case of individual and sole proprietorship accounts) or any one of the persons comprising the Customer (in case of joint accounts) or any one of the Authorised Persons (in case of accounts other than individual, joint or sole-proprietorship accounts) of the Account.
4. BEA and its Agent may at its sole discretion introduce and provide new Services through Cyberbanking from time to time. The Customer can, through online registration or in such manner BEA may prescribe from time to time, subscribe for the new Services by accepting all the terms and conditions of such Services, and providing sufficient documents as requested by BEA for verification of the identity of the Customer.
5. It shall be the Customer's responsibility to comply with the Certification Practice Statement ("CPS") as well as terms and conditions as set out by each issuing CA of the Digital Certificate under the ETO and the Customer acknowledges and agrees that BEA will not have any liability whatsoever in connection therewith.
6. The Customer may use a Digital Certificate which is issued by the CA that may be acceptable to BEA within the Service(s) published by BEA from time to time provided that the CA issuing that Digital Certificate has notified BEA the readiness and acceptance of the underlying Digital Certificate in accordance with the rules and procedures set by the CA within the validity period of the Digital Certificate. The Customer agrees to be bound by other terms and conditions of the Service(s) provided as prescribed by BEA from time to time.

7. BEA may accept the Digital Signature of the Customer which is supported by a Digital Certificate issued by the CA as may be acceptable to BEA within the validity period of the Digital Certificate. BEA is entitled to treat such Digital Signature as the manual signature of the relevant person(s).
8. BEA may presume that the information of the Customer contained in a Digital Certificate issued by such CA as may be acceptable to BEA to be correct if the Digital Certificate was published in a repository.
9. The Customer may request, in writing or through Cyberbanking, the alteration of the PIN if necessary from time to time. For the purpose of these conditions the term PIN shall be the PIN currently in use.
10. The issuance, selection, or usage of a new PIN and/or a new Digital Certificate shall not be construed as the commencement/creation of a new contract.
11. The Customer acknowledges that the PIN, the private key and/or password of Digital Certificate is/are confidential and must not be disclosed (whether directly or indirectly, intentionally or unintentionally), and shall procure the Authorised Person (in case of accounts other than individual, joint or sole-proprietorship accounts) not to disclose to any other person(s) including any joint account holder of the Customer under any circumstances. The Customer shall be liable for any direct and indirect losses or damages caused by breaching the confidentiality by means of any words, action, conduct or communication.
12. Without prejudice to other provisions hereof, the Customer agrees to indemnify BEA against all or any Losses on a full indemnity basis which is directly or indirectly related to or in connection with the use of Cyberbanking and/or Digital Certificate, whether such use is authorised or unauthorised, unless any of the Losses arises out of BEA's gross negligence, fraud or willful default.
13. The Customer understands and agrees that the failure on the part of the Customer to comply with any one of the following precautionary measures may lead to security breach and BEA shall not in any event be held liable for any loss or damage suffered by the Customer as a result thereof and the Customer shall:
 - (a) at all times keep the Cyberbanking Account Number, the private key and/or password of Digital Certificate and the PIN confidential; do not disclose, and shall procure the Authorised Person (in case of accounts other than individual, joint or sole-proprietorship accounts) not to disclose them to any person including any joint account holder of the Customer under any circumstances; in particular, not to send them through electronic mail; and never assign the same PIN and/or password for accessing other Services (for example, for connection to the internet or accessing other websites);
 - (b) notify BEA immediately of any actual or possible unauthorised use of Cyberbanking Account Number, the PIN and/or Digital Certificate and shall confirm the same in writing without delay to BEA;
 - (c) not disclose the PIN, the private key and/or the password of Digital Certificate to anyone in any circumstances who claims to represent BEA or holds out as BEA's employee or authorised person (it is not necessary for BEA's employee to know the PIN, the private key and/or password of Digital Certificate);

- (d) logout the service and clear the browser cache after a banking session;
- (e) never leave the computer unattended while using Cyberbanking;
- (f) not use computers which the public may have access to in order to access Cyberbanking;
- (g) take caution of hackers and virus infection when sending and receiving emails, visiting and disclosing personal/financial information to unknown websites and downloading files or programs from websites;
- (h) install proper firewall and anti-virus software and update them with security patches or newer versions on a regular basis to strengthen the security of the computers used by the Customer;
- (i) upgrade browsers and application software to support SSL 128-bits encryption or a higher encryption standard; and not select the option on browsers for storing or retaining user name and PIN and/or the password of Digital Certificate;
- (j) remove file and printer sharing in computers, especially when the Customer has internet access through cable modem, broadband connection, wireless or similar setups;
- (k) change the PIN immediately by selecting a new PIN on the first usage and destroy those documents printed with the PIN subsequently;
- (l) ensure not to use the Customer's identity card number, telephone number, date of birth, driving license number or popular number sequences (such as 987654 or 123456) when choosing the PIN and/or the password of Digital Certificate; and not use the same digit more than twice;
- (m) not write the PIN and/or password of Digital Certificate down, and shall memorise the same;
- (n) keep the PIN and/or password of Digital Certificate separate from the Cyberbanking Account Number/self selected user ID and the Digital Certificate respectively;
- (o) be alert to the surroundings before performing any banking transactions, and make sure that no one sees the PIN and/or password of Digital Certificate;
- (p) for security reason, change the PIN and/or password of Digital Certificate regularly;
- (q) check the authenticity of BEA website by comparing the URL and the Bank's name in its Digital Certificate and a security icon that looks like a lock or key appear when authentication and encryption is expected;
- (r) notify BEA of any change to the information provided to CA as soon as such change occurs and BEA shall not in any event be held liable for any loss or damage suffered resulting from or in connection with the Customer's failure to do so;
- (s) not use the Digital Certificate after it has been cancelled or revoked or has otherwise become invalid;
- (t) set the password to protect the Digital Certificate immediately when receiving the Digital Certificate;
- (u) verify the accuracy of the transaction details in the SMS in case of the transaction executed at Cyberbanking prior to entering the One-time Password ("OTP") to initiate the online transaction;

- (v) ensure the Digital Certificate and its private key is non-duplicable and stored in a secure media and remove the media storing the Digital Certificate from the computer after use.

If the Customer fails to do or to procure the Authorised Person (in case of accounts other than individual, joint and sole-proprietorship accounts) to do, the foregoing, the Customer shall be liable for all unauthorised Transactions.

14. Any Transaction effected by BEA pursuant to or as a result of an Instruction initiated by the Customer with the correct Cyberbanking Account Number, self-selected user identity ("ID"/name, PIN and/or Digital Certificate shall be binding on the Customer. Except only due to the gross negligence or wilful default of BEA, BEA shall not be liable in respect of:
 - (a) any loss or damage suffered by the Customer or by any other person as a result of any failure to gain access to the Cyberbanking or utilise the banking functions through various electronic delivery channels due to reasons beyond BEA's control, including without limitation to any computer, telecommunication, electrical or network failure; or
 - (b) any claim, damage, loss, responsibility, liability or obligation for any error delay, failure and any consequence arising from or in connection with the bill payment and scheduled instructions; or
 - (c) any other loss or damage whatsoever suffered by the Customer or by any other person as a result of any Instructions initiated by the Customer through various electronic delivery channels.
15. BEA shall in no circumstances be liable for any failure of Cyberbanking in whole or in part nor for the inability of the Customer to gain access in whole or in part to Cyberbanking caused by the delay or failure of any communication network or any party providing such access.
16. Provided that BEA has not been in gross negligence, has acted in good faith and with due diligence and also complied with the obligations under the Terms, any Transaction effected by BEA pursuant to or as a result of an Instruction initiated by the Customer with the correct Cyberbanking Account Number, self-selected user ID/name, and PIN and/or Digital Certificate shall be binding on the Customer.
17. Notwithstanding anything contained in the Terms, in the absence of gross negligence or fraudulence on the part of the Customer and if the Customer has acted in good faith and with due diligence and also fully complied with the obligations under all provisions contained herein, the Customer shall not be liable for unauthorised Transactions performed and/or executed through the Cyberbanking due to:
 - (a) a computer crime not prevented by the security system of BEA;
 - (b) a human or system error caused by BEA, resulting in an improper transaction, leading to the lost or misplaced funds; or
 - (c) a missed or mis-directed payment caused by BEA.

The Customer shall be entitled to reimbursement from BEA for interest or late penalties incurred by the Customer for missed payments attributable to the foregoing causes (a), (b) and (c) of this Clause 17. On the other hand, the Customer shall be liable for all Losses if the Customer or any Authorised Person (in case of accounts other than individual, joint and sole-proprietorship accounts) acts fraudulently, or is in gross negligence, including failing to properly safeguard his PIN.

18. Subject to the provisions herein, BEA's liability to the Customer in relation to the provision of Cyberbanking shall be limited to the amount of the relevant Transaction or the direct damages sustained whichever is less. BEA shall in no circumstances be liable and the Customer agrees not to claim against BEA (whether in contract or tort (including negligence) or otherwise) for any direct or indirect, special or consequential loss, damages, cost, expense, claim, action or proceedings in connection with the use of or inability to use the Cyberbanking, the Cyberbanking Account Number(s), self-selected user ID, PIN(s) or Digital Certificate(s), whether such use is authorised or unauthorised, including but not limited to any loss of profits or revenue, loss or injury to reputation or goodwill, loss of customers, loss of use of any data, equipment or software, even if BEA has been advised of or should have been aware of the possibility of such loss or damage.
19. BEA shall have the absolute discretion from time to time to determine the scope of Cyberbanking, acceptance of Digital Certificate, set or change the daily cut-off time, withdraw or discontinue the operations of Cyberbanking without notice or responsibility to the Customer. Any Transactions performed through Cyberbanking after the daily cut-off time shall be treated as next Business Day value Transactions. Since the Cyberbanking system may be accessed from any country, the daily cut-off time in Hong Kong shall prevail.
20. The cost and expense to obtain and maintain suitable equipment to access Cyberbanking shall be borne by the Customer solely.
21. Any Instruction given to BEA through Cyberbanking shall operate as a request by the Customer to BEA to act on the Instruction provided that BEA shall not be obliged to act on any such Instruction which would result in the Account, Related Account, Designated Account and/or Designated Service Account becoming overdrawn without authorisation or if such Account, Related Account, Designated Account and/or Designated Service Account is/are on hold, or frozen or dormant or in any other circumstances which BEA may in sole judgment consider appropriate.
22. The Customer may request for the provision of various Cyberbanking services by giving telephone Instructions to BEA from time to time, provided that such services by themselves are allowed to be operated by telephone Instructions pursuant to their respective terms and conditions from time to time as prescribed by BEA and will be settled by direct debit of the Customer's designated account with BEA and BEA will notify the Customer of the payment by electronic mail or other means in its sole discretion. The Customer hereby acknowledges that such telephone Instructions given to BEA shall operate as a request by the Customer to BEA to act on the Instruction and once given by the Customer and acted upon by BEA shall be irrevocable and binding on the Customer and the Customer shall be subject to all the terms and conditions governing the use of such telephone Instructions as BEA may from time to time prescribe.
The acceptance of telephone Instructions to BEA shall be at the sole discretion of BEA.
23. All Transactions entered into pursuant to the Instructions given to BEA through Cyberbanking shall be subject to the terms and conditions governing such Transactions as prescribed by BEA from time to time.
24. The Customer acknowledges that all Instructions transmitted to BEA through any electronic channel shall not be considered as having been received and

executed by BEA until BEA has received and executed such Instructions in a manner prescribed by BEA from time to time.

25. The Customer acknowledges that transactions involving any transfer of funds between any Account, Related Account, Designated Account or Designated Service Account, or payment Instructions on any day may at BEA's sole discretion be processed to the said accounts concerning the transfer of funds or payment Instructions on the day of the Transaction or the next Business Day. In the case of any Transactions involving the transfer of funds to other bank's account or any Third Party Account, the Receiving Bank or BEA (as the case may be) may credit the funds received to the payee's accounts at different times and BEA is not responsible as to when the transferred funds will actually be credited to the payee's accounts. Where funds are received from the Paying Bank for the Customer's account, BEA will credit the funds to the Customer's account in accordance with BEA's practice from time to time. BEA has the right at any time to reverse any credit to the Customer's account if the Paying Bank fails for any reason to make payment to BEA.
26. Cyberbanking can be used for fund transfer/payment Transactions if there are sufficient funds in the Account, Related Account(s) and/or Designated Service Account. If the transfer/payment Transaction is made without sufficient funds in the account(s), BEA is not obliged to effect any such transfer/payment Transaction and is entitled to refuse to effect such transfer/payment Transaction, with or without cause, without incurring any liability whatsoever and without prior notice to the Customer. If BEA agrees to effect such transfer/payment Transaction, the Customer shall repay to BEA immediately on demand such amount overdrawn or over transferred together with interest thereon at the rate chargeable by BEA from time to time on overdraft accounts with BEA and other liabilities thereby created.
27. The amounts that the Customer shall be permitted to transfer through Cyberbanking shall be limited to the individual and the aggregate daily limits including but not limited to the withdrawal and deposit transaction limits expressed in HKD or its equivalent as published by BEA from time to time. BEA shall have the right to impose such restrictions as BEA thinks fit for the efficient operation of Cyberbanking or for any other reason.
28. The Customer irrevocably authorises BEA to debit the Account, Related Account(s) and/or Designated Service Account with the amount of any transfer/payment Transaction effected through Cyberbanking and BEA is entitled to act on such transfer/payment Transaction Instruction without obtaining any further written or other confirmation from the Customer, notwithstanding that such transfer/payment Transaction Instruction is not given or authorised by the Customer. Subject to Clause 23 hereof, the Customer agrees and accepts full and sole responsibility for all consequences, losses and/or liabilities incurred as a result of such transfer/payment Transaction, whether given or authorised by the Customer or not and shall fully indemnify BEA and keep BEA fully indemnified against all or any Losses by reason of the effect of such transfer/payment Transaction.
29. BEA will not assume any responsibility or obligation for any Transaction or error arising out of failure of the Customer to provide or input sufficient or accurate data to enable any Transaction to be effected through Cyberbanking.
30. The Customer understands and acknowledges that Cyberbanking is provided as an additional service in relation to banking transactions with BEA and shall

not be considered as a substitute for other method(s) of effecting banking transactions. In the event that Cyberbanking is not available for any reason whatsoever (whether or not within the control of BEA), the Customer shall have no claim whatsoever against BEA and shall use other available means to effect banking transactions.

31. The Customer agrees to the disclosure or transfer of personal data in respect of the Account(s), Transactions and dealings with BEA, the mobile phone service providers and of other third party engaged in any Transaction or providing any service in respect of the Cyberbanking between any one or more of such entities and their subsidiaries, group members and agents thereof whether in or outside Hong Kong in connection with the provision of the Cyberbanking.
32. BEA shall endeavour to take all steps as far as reasonably practicable to ensure that information made available by Cyberbanking is correct and updated at regular intervals. The Transaction details and balances of the Account(s), Related Account(s), Designated Service Account(s) and/or Designated Account(s) as shown in the Customer's terminal or any print-out are for reference only. Those Transaction details and account balances as recorded in BEA's system will be conclusive. The Customer agrees and confirms that BEA shall not be held liable for or in connection with the accuracy of all the information received by the Customer through Cyberbanking.
33. BEA shall not be liable for any damage to the Customer's computer terminal or equipment or related facilities or any loss or corruption of the Customer's data in connection with the operation of Cyberbanking. BEA shall not in any event be liable for any indirect, special, incidental or consequential damages arising from or in connection with the provision of Cyberbanking.
34. The Customer agrees to pay any and all of the fees and/or charges, which BEA may charge from time to time in connection with the provision and/or use of Cyberbanking and/or Digital Certificate by the Customer. BEA may at any time without obtaining consent from the Customer set-off or transfer any monies standing to the credit of any of bank accounts of whatsoever description (including but not limited to current, savings, fixed or call deposit accounts) towards discharge of all sums due to BEA or arising out of the use of Cyberbanking. The Customer hereby confirms that BEA shall in no event be liable for any loss or damage or consequence including but not limited to, the dishonour of any Transaction involving the use of Cyberbanking or the levying of any overdraft interest due to insufficient credit balance of the Account(s) and Related Account(s) or Designated Service Account, which may be incurred or suffered by the Customer as a result of, or arising from the charge levying from the account by BEA. The Customer hereby further waives his rights, if any, against BEA of the aforesaid liabilities, if any, and confirms that the Customer shall be solely liable for such liabilities.
35. The Customer understands that due to unpredictable traffic congestion, openness and public nature of the internet and other reasons, the internet may not be a reliable medium of communication and that such unreliability is beyond the control of BEA. This may subject Transactions to delays in transmission, incorrect data transmission, delays in execution or execution of Instructions at prices different from those prevailing at the time Instructions were given, misunderstanding and errors in any communication between BEA and the Customer, transmission blackouts, interruptions and so on.

36. If the Customer is a firm (whether sole proprietorship or partnership firm), the following provisions shall apply:
- (a) the Customer and the proprietor or partners and persons carrying on business in the name of the Customer now or at any time hereafter shall be jointly and severally liable under these terms and conditions;
 - (b) the Customer shall advise the Bank of any change in its constitution or membership and unless expressly released, the Customer and all persons signing the Application as the proprietor or partners of the Customer shall continue to be liable hereunder irrespective of any change.
37. The Customer hereby warrants and represents that:
- (a) if the Customer is a limited company, the Customer has been duly incorporated and in good standing;
 - (b) all acts, conditions, things required to be done, performed and observed in order that these terms and conditions shall constitute the legal, valid and binding obligations of the Customer enforceable in accordance with its terms have been done, performed and observed in strict compliance with all applicable laws and Memorandum and Articles of Association or other constitutional documents of the Customer;
 - (c) it has the power, authority and legal right to enter into and perform the Terms, and all necessary corporate action have been taken by it to authorise the entering into the Terms.

Schedule II

Terms and Conditions for Cyberbanking Card / Cyberbanking Renminbi Card

1. The Customer (herein referred to as the "Cardholder") who has been issued with the Cyberbanking Card / Cyberbanking Renminbi Card (collectively called "the Card") can use the Card on any one of the Automatic Teller Machines ("ATM") installed by or belonging to BEA or any Member Bank of the JETCO, CUP and VISA PLUS ATM Network ("Member Bank"), and/or any other devices or terminals for effecting payment by transfer of funds by electronic means, including but not limited to point of sale terminals ("POST") or otherwise from time to time announced by BEA.
2. The Card is and shall at all times be the property of BEA and BEA reserves the right at all times at its absolute discretion to terminate the Terms with the Cardholder by withdrawal of the Card or the service thereby provided, or by refusing to renew the Card without giving any reason therein and without any prior notice to the Cardholder. The Cardholder shall surrender the Card to BEA immediately upon BEA's demand on the occurrence of any one of the said events.
3. The Card shall only and exclusively be used by the Cardholder and is not transferable.
4. The Cardholder shall at no time and in no circumstances disclose to any person whomsoever his/her Personal Identification Number ("PIN") designated for operating the ATM of BEA or the ATM of any other Member Bank and/or POST. Notwithstanding the foregoing, the Cardholder shall be fully responsible for all Transactions involving the use of any Card by any person whomsoever whether or not authorised by the Cardholder.
5. If the Cardholder shall consist of more than one person, each and every one of the Cardholders shall be jointly and severally responsible for all Transactions involving the use of the Card so issued and the Terms shall be jointly and severally binding on each and every one of the Cardholder.
6. The Card shall be used for withdrawal or transfer at ATM of BEA or any other Member Bank and/or POST only if there are sufficient funds in the account(s) to which the Card relates. If withdrawal or transfer is made without sufficient funds in such account(s) BEA is not obliged to effect any such withdrawal or transfer and is entitled to refuse to effect such withdrawal or transfer, with or without cause, without incurring any liability whatsoever and without prior notice to the Cardholder. If BEA agrees to effect such withdrawal or transfer, the Cardholder shall repay to BEA immediately on demand such amount overdrawn or over transferred together with interest thereon at the rate chargeable by BEA from time to time on overdraft accounts with BEA. The Cardholder hereby agrees to indemnify BEA and keep BEA fully indemnified against all or any Losses arising from or relating to the Cardholder's making withdrawals or effecting transfer of funds from such account(s) held with BEA by using the Card and the ATM or POST, unless any of the Losses arises out of BEA's gross negligence, fraud or wilful default.
7. The Cardholder acknowledges that Transactions involving any transfer of funds between any accounts through an ATM and/or POST on any day may at BEA's sole discretion be processed on the day of the Transaction or on the next Business Day. In the case of any Transactions involving the transfer of funds

to other bank's account or any Third Party Account, the Receiving Bank may credit the funds received to the payee's accounts at different times and BEA is not responsible as to when the transferred funds will actually be credited to the payee's accounts. Where funds are received through an ATM and/or POST from the Paying Bank for the Cardholder's account, BEA will credit the funds to the Cardholder's account in accordance with BEA's practice from time to time. BEA has the right at any time to reverse any credit to the Cardholder's account if the Paying Bank fails for any reason to make payment to BEA.

8. The records of BEA and/or any other Member Bank and/or any other institutions in relation to any Transactions made by the use of the Card on any ATM and/or POST shall in all respects be conclusively binding on the Cardholder for all purposes. If the Cardholder has any question, problem or dispute in relation to any Transactions involving the use of the Card, the Cardholder must look to BEA for answers to such questions or for resolution of such problems or disputes.
9. Cash and/or cheque in Hong Kong currency may be deposited with BEA by the use of the Card and the ATM of BEA provided always the Cardholder agrees that:
 - (a) cash deposits shall be treated as having been received by BEA and will be credited to the Cardholder's account only after verification by BEA (such verification may not take place on the same day), and before the same is credited to the Cardholder's account as aforesaid, the Cardholder cannot withdraw or utilise the same;
 - (b) cheques deposited are accepted for collection only, the proceeds will not be credited to the Cardholder's account and be available for withdrawal or transfer until after the cheques have been duly cleared. Such collection of cheques may not take place on the same day as the deposit of cheques;
 - (c) the Customer advice(s) issued by the ATM in respect of the acceptance of such deposit(s) represents only what the Cardholder has purported to have deposited with BEA by the use of the Card and the ATM and shall in no way and under no circumstances bind BEA as to its/their validity and correctness as to the amount so deposited, which is subject to the verification by BEA;
 - (d) the Cardholder shall indemnify BEA and keep BEA fully indemnified against all or any Losses arising from or relating to the Cardholder's making deposits with BEA by using the Card and the ATM, unless any of the Losses arises out of BEA's gross negligence, fraud or wilful default;
 - (e) deposit of coins by the use of the Card and the ATM is not allowed.
10. The Cardholder irrevocably authorises BEA to debit, without any prior notice to the Cardholder, the account of the Cardholder with BEA the amount of any withdrawal, transfer and/or Transaction involving the use of the Card at the ATM of BEA or the ATM of any other Member Bank and/or POST whether or not made with his/her knowledge or by his/her authority on receipt by BEA of the transfer request. In case of fund transfer to any other bank's account or Third Party Account, BEA is not responsible in any circumstances to recover any amount paid to the Receiving Banks, unless due to the gross negligence, fraud or wilful default of BEA and is not responsible if any Receiving Bank fails for any reason to pay the transferee.

11. In the event of loss or theft of the Card, the Cardholder shall immediately report to BEA and confirm the same in writing, if requested by BEA. The Cardholder shall be responsible for all Transactions effected by the use of the Card by any person whether or not authorised by the Cardholder before such written notification of Card loss or theft has been received by BEA. If any replacement Card is issued, BEA is entitled to charge a fee. BEA may from time to time in its sole discretion determine the fee for the replacement of the Card which shall be debited from the designated account to which the Card relates.
12. The Card and the related PIN are issued and delivered to the Cardholder at his/her own risk.
13. BEA and/or any Member Bank and/or any other institutions shall not be responsible for any and all consequences, if the Transactions involving the use of the Card are not honoured or operative for any reason whatsoever or if there is any malfunctioning and/or failure of the ATM and/or POST.
14. BEA shall be entitled from time to time to impose any limit and/or restriction whether in amount or otherwise on the use of the Card. If a Transaction made by the Cardholder exceeds such limit or use, BEA is not obliged to effect such withdrawal or transfer and is entitled to refuse or reject to effect such withdrawal or transfer, without incurring any liability whatsoever and without prior notice to the Cardholder.
15. BEA hereby reserves all rights to charge a fee for the use of the Card and such fee shall be at such rate and for such period and payable in such manner as BEA may announce from time to time.
16. BEA shall be entitled to charge and the Cardholder hereby agrees to pay an annual fee for the Card. BEA may from time to time in its absolute discretion determine the annual fee for the use of the Card. Such annual fee is payable in advance and shall be debited automatically from the designated account to which the Card relates. If such annual fee is to be collected in any currency other than Hong Kong currency, BEA shall have absolute discretion to convert such annual fee into such other currency(ies) at BEA's rate of exchange determined by BEA at the time the transaction is processed without reference to or consent from the Cardholder. Any amendment and change will be announced by BEA from time to time in such manner as it deems fit. All such fees shall not be refundable irrespective of cancellation of the Card whether by the Cardholder or by BEA. The Cardholder hereby confirms that BEA shall in no event be liable for any loss or damage or consequence including but not limited to, the dishonour of any Transaction involving the use of the Card or the levying of any overdraft interest due to insufficient credit balance of the account to which the Card relates, which may be incurred or suffered by the Cardholder as a result of, or arising from the levying and automatic debiting of any annual fee from the designated account. The Cardholder hereby further waives his rights, if any, against BEA of the aforesaid liabilities, if any, and confirms that the Cardholder shall be solely liable for such liabilities.
17. The Cardholder agrees that BEA may contact his/her employer, banks, or other information sources to obtain, collect, hold, store, use, exchange, and disclose details of information, provided by/or related to the Cardholder or any Transactions or dealings between them/or personal data without prejudice to the generality of the foregoing. Data held by BEA relating to the Cardholder will be kept confidential but BEA may disclose any such

details or information as above to any member banks and to any third party service provider whose name or logo appear on the Card. Such transfers are necessary to ensure international acceptability and efficient provision of the services of the Card. BEA may also compare the information collected about the Cardholder and may use the results of such comparisons for the purpose of taking any action including action which may be adverse to the interest of the Cardholder in connection with denying authorisation for use of the Card or cancellation of the Card or collection of amounts outstanding in respect of the Card. The Cardholder is entitled at any time to request access to the information held by BEA about the Cardholder or the account(s) of the Cardholder and to request an update or correction of any such information. Such request should be made in writing to the Group Data Protection Officer, The Bank of East Asia Group, 11th Floor, 31 Des Voeux Road Central, Hong Kong. BEA has a right to charge a reasonable fee for complying with any data access requests.

18. BEA shall not be liable for any act or omission of any merchant shop or establishment including, without limitation, any refusal to honour or accept the use of the Card or any statement or other communication made or any dispute defect or deficiency in any goods or services supplied in connection with the use of the Card. The Cardholder shall handle or resolve all claims or disputes directly with such merchant shop or establishment and no such claim or dispute shall affect or entitle the Cardholder to revoke challenge or vary any transfer or payment effected.
19. The Cardholder's use of the Card shall at all times be subject to all the terms and conditions currently enforced for the time being imposed by BEA. The Cardholder may at any time return the Card to BEA by cutting the Card in half and returning the pieces to BEA whereupon on actual receipt by BEA of the pieces of the Card, the Card shall be cancelled.
20. The Cardholder acknowledges that fund transfers to Third Party Accounts involve risks, for example, in the event of payments to unauthorised Third Party Accounts.
21. If a Receiving Bank is in default in the interbank settlement before the Cardholder's payment has been made to it, the payment would not be made and the debit entry in the Cardholder's account would accordingly be reversed.

Clauses 22 to 23 below are applicable to Cyberbanking Card only

22. For any Transaction carried out in any currency other than Hong Kong currency, BEA shall have complete discretion to convert such foreign currency by any lawful means at BEA's disposal and at BEA's prevailing Exchange Rate without reference to or consent from the Cardholder.
23. Deposit of foreign currency notes/coins and/or cheques by use of the Cyberbanking Card and the ATM is not permitted and BEA will not be responsible for the consequences of any attempts to deposit such items.

Clauses 24 to 26 below are applicable to Cyberbanking Renminbi Card only

24. BEA shall be entitled to charge a fee for each transaction made at the ATM and/or POST at such rate as determined in its absolute discretion and

announced by BEA from time to time. BEA shall have absolute discretion to convert such fee into Hong Kong currency and/or such other currency(ies) at BEA's rate of exchange determined by BEA at the time the transaction is processed without reference to or consent from the Cardholder. The Cardholder acknowledges that if the transaction fee cannot be debited successfully due to insufficient funds in the account(s) or any other reason, BEA is not obliged to effect any such withdrawal or transfer and is entitled to refuse to effect such withdrawal or transfer, with or without cause, without incurring any liability whatsoever and without prior notice to the Cardholder.

25. Deposit of cheques in Renminbi by use of the Cyberbanking Renminbi Card and the ATM is not allowed. BEA will not be responsible for the consequence of any attempts to deposit such items.
26. Renminbi notes may be deposited by use of the Cyberbanking Renminbi Card and the ATM of BEA provided always the Cardholder agrees that:
 - (a) Renminbi note deposit shall be treated as having been received by BEA and will be credited to the Cardholder's account only after verification by BEA (such verification may not take place on the same day), and before the same is credited to the Cardholder's account as aforesaid, the Cardholder cannot withdraw or utilise the same;
 - (b) the Customer advice(s) issued by the ATM in respect of the acceptance of such deposit(s) represents only what the Cardholder has purported to have deposited with BEA by the use of the Cyberbanking Renminbi Card and the ATM and shall in no way and under no circumstances bind BEA as to its/their validity and correctness as to the amount so deposited, which is subject to the verification by BEA;
 - (c) the Cardholder shall indemnify BEA and keep BEA fully indemnified against all or any Losses arising from or relating to the Cardholder's making deposits with BEA by using the Card and the ATM, unless any of the Losses arises out of BEA's gross negligence, fraud or wilful default.

BEA may from time to time in its absolute discretion refuse to accept any deposit in Renminbi notes by the use of the Cyberbanking Renminbi Card and the ATM of BEA without incurring any liability whatsoever and without prior notice to the Cardholder.

鑒於東亞銀行有限公司同意開立及繼續維持電子網絡銀行賬戶及 / 或提供其服務，本人 / 本人等（「客戶」）茲明白及同意以下本行的一般條款及細則及附件（可經不時修訂）（統稱為「本條款」），將適用於此戶口及該服務，並對客戶具有約束力。

一般條款及細則

1. 此條款及細則適用於本行透過現行及本行不時規定的各種不同電子媒介所提供之銀行交易（統稱為「電子網絡銀行服務」—舊稱「東亞電子網絡銀行服務」），電子媒介包括但不限於互聯網、流動電話、固網電訊及自動櫃員機。本行可全權自行決定向客戶提供個別的電子媒介。

2. 定義及闡釋

在本條款與有關補充文件內，除文義需要不同釋義外，下列名詞具備以下含義並適用於本條款與有關之補充文件：

2.1 「此戶口」指以客戶名稱於東亞銀行開立之任何電子網絡銀行賬戶、能使用電子網絡銀行服務的賬戶、信用卡賬戶、強積金賬戶及 / 或任何其他賬戶；

2.2 「代理人」是指任何由東亞銀行委任的人士；

2.3 「申請書」指東亞銀行不時就要求及授權本行開立賬戶而訂明的賬戶開立申請表；

2.4 「櫃員機」指本行或其他銀通及 VISA PLUS 會員銀行或銀聯成員機構所裝設或本行不時指定的網絡之自動櫃員機（如適用）；

2.5 「東亞銀行」或「本行」指東亞銀行有限公司，一間在香港註冊成立的公司，其註冊地址位於香港中環德輔道中 10 號，及為《證券及期貨條例》下之註冊機構，（其 C.E. 號碼為：AAJ165），及其繼承者或轉讓者；

2.6 「營業日」，除本行可能另行通知客戶之任何特別目的外，應指於香港的商業銀行一般開門營業的日子，及就外幣掛鈎存款、孖展買賣而言，相關項目為法定貨幣的國家內的各金融中心的商業銀行一般開門營業的日子，就單位信託投資服務而言，星期六並非營業日；

2.7 「電子網絡銀行服務卡」 / 「電子網絡銀行人民幣卡」（「該卡」）指由本行簽發予客戶之戶口卡，客戶可憑此卡透過自動櫃員機（「櫃員機」） / 銷售點終端機（「終端機」）處理本行不時批准之賬戶；

2.8 「核證機構」是根據電子交易條例及公開密碼匙基礎建設（以下簡稱「公匙基建」）而獲得認可的核證機構，負責使用穩靠系統發出、撤回及利用公開儲存庫公佈已認可及接受之電子證書，作為在網上進行穩妥的身份辨識；

2.9 「銀聯成員機構」指中國銀聯之成員機構；

2.10 「指定賬戶」指客戶向本行指定並在申請書中或其後透過書面指示，網上登記或本行所不時訂明及接受的其他方法註明為電子網絡銀行服務下的任何指定賬戶，惟本行有權選擇取消或暫停向任何指定賬戶提供電子網絡銀行服務；

2.11 「指定服務」指由本行不時在電子網絡銀行服務提供的服務，而客戶可查核指定服務賬戶的資料，並根據本行不時制定的程序及

規定，發出有關指示；

- 2.12 「指定服務賬戶」指客戶持有並與本行維持的賬戶，其是與客戶所使用的指定服務相關，並獲客戶向本行指定及得到本行接納為電子網絡銀行服務下的任何賬戶；
- 2.13 「電子證書」指由發證機構所發出之任何核證（根據電子交易條例所述之定義），並為東亞銀行所接受使用於經電子網絡銀行服務作出之交易；
- 2.14 「電子簽署」，對電子記錄而言，是指簽核者之電子簽署（根據電子交易條例所述之定義）；
- 2.15 「電子交易條例」指電子交易條例（第 553 章）；
- 2.16 「香港」指中華人民共和國香港特別行政區；
- 2.17 「HKD」指港元；
- 2.18 「指示」指(i)客戶或其代表對本行發出的出售、贖回、購買、認購、持有、撤銷或以其他方式進行掛鈎存款、證券或單位信託基金、外匯或即期黃金孖展交易或使任何其他交易生效的任何指示；(ii) 透過各種電子發送方式發出的指示；(iii) 使用戶口卡透過自動櫃員機 / 銷售點終端機發出的指示；(iv) 透過電子網絡銀行服務發出的指示；或 (v) 以東亞銀行所訂定的方式透過口頭或書面或傳真或電報方式發出並遞送或傳送予東亞銀行的指示；每項均須受東亞銀行不時就任何特定類別的指示所訂定的最低及 / 或最高金額所限制；
- 2.19 「銀通及 VISA PLUS 會員銀行」指銀通或 Visa International 之會員銀行；
- 2.20 「損失」指東亞銀行及 / 或其董事、職員、僱員、代理人、代名人及通訊人（統稱「有關人士」）因按照本條款操作或維持此戶口及 / 或提供該服務可能所蒙受或招致的訴訟、法律程序、損失、損害、責任、申索要求、費用及開支（包括法律費用）；
- 2.21 「付款銀行」指持有從中扣除銀行同業資金轉賬交易資金之賬戶之賬戶持有銀行；
- 2.22 「人士」包括個人、獨資商號、合夥商號、信託、法團及並非法團性質之組織；
- 2.23 「密碼」指由東亞銀行給予客戶之密碼或經客戶於電子網絡銀行服務或使用戶口卡通過東亞銀行的自動櫃員機重選密碼後，客戶不時設定並用以使用服務的密碼，用作客戶使用電子網絡銀行服務各電子媒介時之證明；
- 2.24 「終端機」指 EPSCO 或銀通之會員銀行或銀聯成員機構所裝設或其他本行不時指定的網絡之銷售點終端機（如適用）；
- 2.25 「收款銀行」指持有存入銀行同業資金轉賬交易資金之賬戶之賬戶持有銀行；
- 2.26 「相關賬戶」指客戶向本行指明在申請書中或其後透過書面指示、網上登記或本行所不時訂明及接受的其他方法註明為電子網絡銀行服務下的由客戶持有並與本行維持的任何賬戶，惟本行有權選擇取消或暫停向任何相關賬戶提供電子網絡銀行服務；
- 2.27 「服務」指本行不時指定、公佈及提供之銀行、投資及其他服務；
- 2.28 「第三方戶口」指就銀行同業資金轉賬交易而向收款銀行提供的存款賬戶；或就本行之轉賬交易而由第三方持有的存款戶口；

- 2.29「交易」指由東亞銀行根據或由於一項指示而完成之一宗交易；
- 2.30「相關項目」就掛鈎存款而言，是指有關確認書所述明任何股票、貨幣、指數或其他資產；
- 2.31任何文件是該不時修改之參考文件；
- 2.32若相關項目中含有兩項或更多的股份、兩種或更多的貨幣，兩類或更多的指數或兩項或更多的資產，除文義需要不同釋義外，否則對相關項目的提述應包含任何該等股份、貨幣、指數或資產（視乎情況而定）之其一；
- 2.33本條款之標題並不影響其釋義。

3. 新產品及服務

東亞銀行及其代理人將不時引進及提供新服務，並通知客戶有關之條款及細則。只要本條款與新服務之條款及細則並無不相符之處，則本條款應適用於該新服務並對客戶具約束力。當新服務之條款與細則和本條款有歧異，概以電子網絡銀行服務之條款為準（東亞銀行在任何特定情況下按其絕對酌情權認為合適則除外）。

4. 客戶指示

- 4.1 受限於本條款所載的條文，東亞銀行獲授權按照客戶（如屬聯名賬戶，則為構成客戶的任何一人發出）或任何一名被授權人士發出與此戶口有關的指示行事。
- 4.2 未經東亞銀行的書面同意下，客戶不得撤回任何已發出的指示。東亞銀行真誠地理解及執行的所有指示均對客戶具約束力。東亞銀行並無責任查核有關指示之真實性或給予指示的人士身份或給予指示的人士是否有被授權。
- 4.3 東亞銀行會將客戶指示視作已被授權並對客戶有約束力，東亞銀行一概不會考慮及負責有關指示之時間性、交易金額大小、交易性質、及任何錯漏、誤解、混淆、指示發送時所引致之錯漏、欺騙、偽造或欠缺授權等事項。客戶同意此乃其對東亞銀行明確的責任以避免發出欺騙性、虛假性及非授權之指示。
- 4.4 東亞銀行有權在任何時間毋須給予解釋下，自行決定拒絕執行客戶之任何指示或其部份指示而毋須負上任何責任。
- 4.5 東亞銀行將按照慣常業務手法及程序，只在（東亞銀行合理認為）可行及合理情況下提供該服務或接受指示。東亞銀行須遵從任何規管銀行營運及 / 或提供予任何賬戶的服務的機構或機關的法律、規例、指引、要求及 / 或建議。東亞銀行保留權利訂立其提供任何該服務或接受任何指示或拒絕提供任何該服務或執行任何指示所須遵守的任何條款，以確保其遵從任何該等適用的法律、規則、規例、指引、要求及 / 或建議。
- 4.6 如東亞銀行收到任何指示而東亞銀行認為該指示與任何先前發出且尚未執行之指示不一致，東亞銀行可在其獨有及絕對酌情權之下拒絕執行任何指示，除非其中一個指示已在本行滿意的情況下被取消或撤回。
- 4.7 客戶可透過書面或傳真指示要求東亞銀行提供各類電子網絡銀行服務，惟此等服務必須在其不時更改之條款內規定可接受書面或傳真指示，東亞銀行亦有權不時訂明客戶可透過電子網絡銀行服務及 / 或電子網絡銀行服務卡 / 電子網絡銀行人民幣卡及 / 或其他東亞銀行規定之方式取得此等服務。

5. 資金充足

倘若此戶口之資金不足或並無預先安排之信貸，客戶之指示將不獲執行。惟東亞銀行仍可在毋須徵得客戶事前批准或給予客戶事前通知之情況下自行決定執行該指示，並可向客戶徵收其一般費用。

6. 費用及開支

東亞銀行有權向客戶收取因維持及運作此戶口所引致之一切費用。東亞銀行保留權利調整一切費用及收費，並按照適用銀行營運守則事先通知客戶。

7. 終止

7.1 當相關賬戶及 / 或指定賬戶被取消及 / 或指定服務被終止時，該賬戶及 / 或服務於電子網絡銀行服務及電子網絡銀行服務卡 / 電子網絡銀行人民幣卡均會終止或取消。

7.2 東亞銀行可在作出合理通知後隨時暫停或終止所有或任何此戶口、該卡或該服務，除非在特殊情況下則無須作出事先通知。

7.3 當取消此戶口時，所有該卡及電子網絡銀行服務均會終止。客戶須向東亞銀行歸還該卡。同時透過電子網絡銀行服務存取此戶口及 / 或該服務將會被立即取消。

7.4 在不影響一般條款及細則第 7.2 條的前題，東亞銀行有權於以下情況即時結束 / 終止任何或所有此戶口 / 該服務，無須事先通知：

- (a) 因法例有修改而令維持或運作任何戶口 / 服務或其任何部份被禁止或變成非法；
- (b) 若東亞銀行認為客戶嚴重違反或拒絕履行本條款之任何責任而構成嚴重失責；
- (c) 根據東亞銀行之記錄，客戶於本行規定之期間內並無與本行維持任何相關賬戶及 / 或指定服務及 / 或指定服務賬戶；或
- (d) 東亞銀行認為或合理地相信，客戶：
 - (i) 已逝世；
 - (ii) 已破產或已參加在破產條例（第 6 章）所述之定義下組成的整理或自願整理計劃或方案；或
 - (iii) 在香港或其他地方被判罪，而該等罪行包含欺詐、貪污受賄或不誠實，或觸犯任何規管法律。

7.5 東亞銀行須按照在各個司法管轄區的公眾及 / 或監管機構或機關的與防止洗黑錢活動、為恐怖份子提供資金及向受制裁人士或實體提供財務及其他服務有關的法律、規則、規例、指引、要求及 / 或建議行事。在不影響一般條款及細則第 7.2 條下，東亞銀行可採取按其獨有及絕對酌情權根據所有法律、規則、規例、指引、要求及 / 或建議認為恰當的任何行動，包括但不限於暫停或終止此戶口。該行動可包括但不限於披露、截取及調查通過本行或其集團任何其他成員的系統向客戶發出或由客戶或代客戶發出的任何付款訊息及其他資料或通訊；及就該位人士的姓名或實體的名稱是否屬於受制裁的個人或實體作進一步查詢。

8. 聯名賬戶之權利 / 責任

客戶如以超過一個人名義開戶者：

(a) 客戶中之每位人士均共同及各別地受本條款的約束，並須承擔當

中任何一位就本條款所招致的任何及所有責任；

- (b) 根據本條款發給客戶中之任何一人之通知，應視為對全體之有效通知；
- (c) 倘客戶中有任何一人身故，本行將立即暫停電子網絡銀行服務。其尚存人士可結束電子網絡銀行賬戶，惟必須證明該位聯名持有人已身故；
- (d) 每一位賬戶持有人將有權處理在其相關賬戶及 / 或指定服務及 / 或指定賬戶及 / 或指定服務賬戶內之結餘，而該等處理均對其他賬戶持有人具約束力。本行可向其中一位或幾位賬戶持有人索償相關賬戶及 / 或指定服務及 / 或指定賬戶及或 / 指定服務賬戶之欠款；
- (e) 倘若相關賬戶及 / 或與指定服務賬戶相連之賬戶是聯名戶時，每位相關賬戶及 / 或與指定服務賬戶持有人在電子網絡銀行服務作出之交易及本章則各項條款下之責任均為個別及共同承擔；
- (f) 倘若電子網絡銀行賬戶是多於一人擁有，客戶中之每位人士在電子網絡銀行服務卡 / 電子網絡銀行人民幣卡及 / 或本行現行及不時更改的服務所作之交易的責任及本章則各項條款之約束力均為個別及共同承擔。

9. 通知

- 9.1 所有通知、請求、證明、傳召或其他通訊（「通訊」），雙方均需要送抵最後知悉之對方地址。任何通訊，如符合以下要求均被視作已送達收件人：如專人送遞，於送抵的一刻；如屬郵遞（已付郵費）而地址在香港境內，於寄出後四十八小時；倘若地址在香港境外，則於寄出後七天；如以電報、專用電報或圖文傳真、短訊服務（「短訊」）或電郵發出，則於傳送的一刻。
- 9.2 客戶承諾若地址、手提電話號碼及聯絡號碼有任何變更將立即以書面或透過電子網絡銀行服務通知東亞銀行。
- 9.3 客戶同意東亞銀行可以電子形式向客戶發出任何通訊、確認書或結單。

10. 棄權之權利

東亞銀行之權利、權力及特權不會因東亞銀行之遷就或讓步及沒有或延遲行使其被賦予之權利、權力或特權而當作放棄，相對而言，單一或部份行使賦予之權利、權力或特權亦不構成放棄本行進一步行使該或行使其他權利、權力或特權之權利。

11. 分割性

倘若本條款所載之任何條文變為不合法，無效或不能強制執行，其餘條文將繼續有約束力及有效。

12. 修訂

東亞銀行在作出適用的營運守則或操守準則所規定的合理知會下可隨時及不時修訂及 / 或補充或新增本條款所載之任何條文，該等修訂及新增條文即告生效。倘若客戶於接獲通知後仍繼續使用東亞銀行當時提供之任何此戶口及 / 或服務，該等修訂及 / 或補充 / 新增條文在其生效日起被視為獲客戶接納及對客戶立即具約束力。

13. 法律及司法管轄

本條款受香港法律及不時以展示、廣告或以其他方式告知客戶至現時仍生效或經修訂、制訂或授用之東亞銀行之章程、規例及慣例之管轄，並須按香港法律詮釋。客戶茲服從香港法庭行使非專屬司法管轄權對因上述事項而產生及與之有關的所有爭議及申索之決定、執行及判定。

14. 有效文本

本條款之英文與中文本文義如有歧異，概以英文本為準。

15. 其他事項

15.1 為避免疑慮，所有附件均屬本條款之整體部份，並對客戶具有約束力。除非另有說明，否則本條款所指之條文及附件乃指本章則內之條文及附件。

15.2 在本條款內，除文義需要不同釋義外，否則單數詞之含義包括複數詞，反之亦然；單一性別之詞語亦包含所有性別。

15.3 客戶同意以墨水筆填寫所有文件，但在任何情況下不得使用能以普通鉛筆擦膠或其他方式擦去字跡之原子筆，以免遭他人非法塗改而難於察覺。

15.4 本條款對客戶和東亞銀行及其各自之承繼人、認可受讓人及遺產代理人皆具約束力，並適用於上述各方之利益。

16. 特定條款及細則

16.1 電子網絡銀行賬戶受附件 I 之條款所約束；及

16.2 電子網絡銀行服務卡 / 電子網絡銀行人民幣卡之使用受附件 II 之條款所約束。

附件 I

電子網絡銀行賬戶條款及細則

1. 東亞銀行給予客戶便利，在此戶口、相關賬戶、指定服務賬戶及指定賬戶（指定賬戶只許存入款項，不可轉出款項）內進行各類銀行交易。儘管客戶與東亞銀行之間就此戶口、相關賬戶或指定服務賬戶存在任何其他約定或安排，東亞銀行可經不同電子媒介接受與之有關的指示，然而仍須按照東亞銀行不時訂明之本條款條文辦理。客戶只可在東亞銀行指定之服務時間內，方可使用電子網絡銀行服務。
2. 東亞銀行可全權決定是否批准客戶使用電子網絡銀行服務操作此戶口、相關賬戶及指定服務賬戶，並可隨時取消或暫停有關服務。在不限制上述的情況下，儘管客戶已將使用其電子證書於東亞銀行服務向東亞銀行登記，東亞銀行亦可拒絕接受任何電子簽署及 / 或電子證書之使用。當電子網絡銀行服務被註銷時，此戶口、相關賬戶及指定服務賬戶經電子網絡銀行服務進行交易亦將被終止。
3. 東亞銀行將不時以任何其決定之形式向客戶提供電子網絡銀行賬戶號碼或其他賬戶證明，及由東亞銀行所提供之各電子媒介之首次私人密碼。電子網絡銀行賬戶號碼與該戶口之賬戶號碼相同。東亞銀行獲授權向客戶（如屬個人及獨資經營賬戶）或客戶當中的任何一人（如屬聯名賬戶）或此戶口的獲授權人士（個人、聯名或獨資經營賬戶以外的賬戶）提供首次私人密碼。
4. 東亞銀行及代理人可自行決定不時透過電子網絡銀行服務介紹及提供新服務，而客戶則可經網上登記或其他東亞銀行不時指定的方法，在同意接受所有該服務之條款，及在東亞銀行要求下提供足夠文件以證明客戶身份後認購或使用新服務。
5. 客戶有責任遵從由頒發電子證書的核證機構所訂出的核證作業準則及電子交易條例條款。而客戶亦同意及確認東亞銀行毋須涉及或負上任何有關責任。
6. 客戶可使用透過東亞銀行承認之核證機構發出的電子證書進行東亞銀行不時提供之服務，惟該核證機構須在電子證書的有效期內通知東亞銀行此證書已根據其規定及步驟被確認為有效。客戶且同意接受東亞銀行現行及不時修改之各有關服務條款及細則所約束。
7. 於本行認可的核證機構頒發的電子證書之有效期內，東亞銀行可接受客戶在該證書內所證明的電子簽署。東亞銀行有權將電子簽署當作為相關人士的親筆簽署。
8. 如客戶經認可核證機構頒發的電子證書在儲存庫內已公佈，東亞銀行可接受該電子證書內的客戶資料是確實無誤。
9. 客戶可隨時以書面或經電子網絡銀行服務要求更改密碼。在本文件內，密碼乃指客戶現行使用之密碼。
10. 任何發出、經重選或使用之新密碼及 / 或新電子證書，將不構成另一合約。
11. 客戶瞭解密碼、電子證書的私人匙及 / 或密碼必須保密。在任何情況下亦不可並應促致被授權人士（個人、聯名或獨資經營賬戶以外的賬戶）不向任何其他人士披露包括其聯名賬戶持有人（不論直接或間接、有意或無意）。如客戶在任何言語、行動、行為或通訊上違反密碼保

密因而引致的直接及間接虧損或損失，客戶須全數負責賠償。

12. 在不影響其他規條下，客戶同意賠償東亞銀行由於客戶直接或間接使用電子網絡銀行服務及 / 或電子證書（不論此等使用已經獲批准或未獲批准）而導致之所有或任何損失，除非任何損失由東亞銀行之嚴重疏忽、欺詐或故意失責所引致。
13. 客戶明白並同意，如客戶不履行以下任何一項預防措施，可能會造成保安缺口，由此而引致客戶的一切損失或索償，東亞銀行均毋須負責，故客戶應：
 - (a) 在任何時候，必須對電子網絡銀行賬戶號碼、電子證書的私人匙及 / 或密碼保密，及在任何情況下均不可並應促使被授權人士（個人、聯名或獨資經營賬戶以外的賬戶）不向任何其他人士（包括其聯名賬戶持有人）披露，尤其不可將此等資料以電子郵件傳送及不應將相同之密碼用作使用其他服務（如接駁互聯網或其他網站之使用）；
 - (b) 當發覺或懷疑電子網絡銀行賬戶、密碼及 / 或電子證書未經授權而被他人使用時，必須立即通知東亞銀行，並即時以書面確認；
 - (c) 在任何情況下，不可將密碼、私人匙及 / 或電子證書的密碼告知任何自稱為東亞銀行代表或東亞銀行僱員或授權的人士（東亞銀行職員無須知悉客戶的密碼、私人匙及 / 或電子證書的密碼）；
 - (d) 在完成操作後，登出電子網絡銀行服務及清除瀏覽器內的緩衝存儲；
 - (e) 切勿在使用電子網絡銀行服務時離開電腦；
 - (f) 切勿透過公眾電腦使用電子網絡銀行服務；
 - (g) 當收發電子郵件、進入及告知個人 / 財政資料予不知名網站、及下載網站內的檔案或程式時，請慎防駭客及病毒入侵；
 - (h) 為加強電腦的保安，請定時安裝及更新適當防火牆及防病毒軟件；
 - (i) 不時更新瀏覽器及應用軟體以支援 SSL 128-bits 或更高標準的加編密碼程式，及不可在瀏覽器選擇可儲存或保留用戶名稱及密碼及 / 或電子證書的密碼；
 - (j) 刪除個人電腦內分享的檔案及印表機，尤其當客戶可經有線數據器、寬頻接駁、無線或類似裝置使用互聯網；
 - (k) 當首次使用時，必須立即更改密碼，並毀滅載有密碼之函件；
 - (l) 切勿以身份證號碼、電話號碼、出生日期、駕駛執照號碼或任何常用之數位組合（如 987654 或 123456）作為自選之新密碼及 / 或電子證書密碼；及不應使用同一數位多於兩次；
 - (m) 請牢記私人密碼及 / 或電子證書密碼，切勿用筆記下；
 - (n) 切勿將電子網絡銀行賬戶號碼與密碼 / 自選使用者身份識別及電子證書與其密碼存放在一起；
 - (o) 進行銀行交易時，需先留意四周環境，切勿讓第三者得知輸入的密碼及 / 或電子證書密碼；
 - (p) 為保安理由，請經常更改密碼及 / 或電子證書密碼；
 - (q) 將東亞銀行 URL 及在電子證書上的名稱作比較，以確實東亞銀行網址之真實性，當進行證實及加編密碼程式時，一個狀似鎖或匙的保安圖標將呈現；
 - (r) 立即通知東亞銀行有關核證機構所載資料的變更，如客戶因未能

履行通知東亞銀行之責任而引致的損失或索償，東亞銀行均毋須負責；

- (s) 當電子證書已被取消、撤銷或變成無效後，該證書將不能使用；
- (t) 當收到電子證書時，請立即設定密碼；
- (u) 如透過電子網絡銀行進行交易，在輸入一次性密碼（「一次性密碼」）啟動網上交易前，確認短訊中的交易資料是否正確；
- (v) 確保電子證書及其私人匙為不可複製並存放在安全的媒體中及當使用完後從電腦移除該媒體。

倘若客戶未能遵守或未能促使被授權人士遵守（如賬戶並非個人、聯名及獨資經營賬戶），上述各項，客戶須就所有不認可交易負責。

- 14. 凡東亞銀行根據或由於客戶以正確的電子網絡銀行賬戶號碼、自選使用者身份識別（「身份識別」）/ 姓名、密碼及 / 或電子證書密碼發出之指示而完成的交易，均對客戶具約束力。除因東亞銀行之嚴重疏忽或過失外，東亞銀行均完全毋須負責下列之情況：
 - (a) 任何客戶或其他人士在非東亞銀行能控制之原因下，包括但不限於任何電腦、通訊、電子或網絡故障而不能透過不同電子媒介接駁或使用電子網絡銀行服務所導致之損失或傷害；或
 - (b) 任何有關或由於繳付賬單及預設指示的錯誤、延遲、失敗及後果引致之索償、損失、虧損、責任、債務或義務；或
 - (c) 任何客戶或其他人士因客戶經不同電子媒介發出的指示而引致之其他損失或虧損。
- 15. 無論在任何情況下，東亞銀行毋須對因通訊網絡或電子網絡銀行服務操作失靈導致客戶不能使用該服務之全部或部份而作出負責。
- 16. 在並非因東亞銀行嚴重疏忽，且東亞銀行已盡一切應盡努力忠誠行事，亦已履行本條款的責任的前提下，任何以正確之電子網絡銀行賬戶號碼、身份識別 / 姓名及密碼及 / 或電子證書密碼發出的指示，凡東亞銀行依據或由於客戶發出之指示而完成之交易，均對客戶具有約束力。
- 17. 不論本條款所載的任何內容，客戶沒有任何嚴重疏忽或欺詐，而若客戶已盡一切應盡努力忠誠行事，亦已履行各項條文責任的情況下，客戶毋須對因下列原因透過互聯網進行之未經許可的交易負責：
 - (a) 東亞銀行保安系統未能防止的電腦罪案；
 - (b) 東亞銀行人為或系統失誤引致之不當交易而導致資金損失或誤放；或
 - (c) 東亞銀行引致之遺漏或錯誤付款。

客戶有權要求東亞銀行補還因本條款第 17 條 (a)、(b) 及 (c) 點原因所引致遺漏付款而招致客戶需承擔的利息或罰款。另一方面，倘若客戶或任何被授權人士（如賬戶並非個人、聯名及獨資經營賬戶），以欺詐手段行事或嚴重疏忽（包括未能妥善保管其密碼），客戶應就所有損失負責。

- 18. 依從本條款的情況下，若東亞銀行因提供電子網絡銀行服務而需要對客戶負上責任，東亞銀行之責任將只限於有關交易之價值或客戶直接損失之數目，以較少者為準。無論在任何情況下，客戶將不會向東亞銀行索償（不論是合約上或侵權行為（包括疏忽）或其他）及東亞銀行不會對客戶因使用或不能使用電子網絡銀行服務、電子網絡銀行賬

戶號碼、自選使用者身份識別、密碼或電子證書（不論已獲授權或未獲授權）而引致之直接或間接、特別或後果性之損失、虧損、費用、支出、索償或訴訟（包括但不限於收入或利潤的虧損，名譽或商譽的損失，客戶流失，任何資料、儀器或軟體使用的損失，即使東亞銀行已被知會或應察覺該些損失）。

19. 東亞銀行有權不時訂定或更改電子網絡銀行服務之範圍、是否接受電子證書、每日截數時間及終止電子網絡銀行服務，而毋須預先通知及對客戶負任何責任。任何未能於每日截數時間前透過電子網絡銀行服務完成之交易，將視為下一個營業日之交易計算。儘管電子網絡銀行服務可從任何國家聯繫，每日截數時間仍以香港時間作準。
20. 客戶須自費裝置合適之器材以便使用電子網絡銀行服務。
21. 任何經電子網絡銀行服務發出之指示純屬客戶要求東亞銀行執行辦理。如會導致此戶口、相關賬戶、指定賬戶及 / 或指定服務賬戶內存款不敷或倘若此戶口、相關賬戶、指定賬戶及 / 或與指定服務賬戶已被凍結或變為不動戶或東亞銀行認為合理的其他情況下，則東亞銀行並無義務執行有關指示。
22. 客戶可不時透過電話指示要求東亞銀行提供各類電子網絡銀行服務，惟此等服務必須在其不時更改之條款內規定可接受電話指示，而費用將由客戶的指定賬戶支取，東亞銀行並會透過電子郵件或其他東亞銀行決定的方式發出支賬通知。客戶瞭解此等電話指示乃根據客戶之要求而進行，若該指示經東亞銀行接納及按東亞銀行現行提供電話指示之條款辦理，即對客戶有約束力及不能撤回，而客戶亦須受東亞銀行不時訂定規管電話指示之使用之所有條款所限制。
東亞銀行將可自行決定是否接受此等電話指示。
23. 所有經電子網絡銀行服務進行之交易均受東亞銀行現行不時更改之各有關交易條款約束。
24. 客戶接受在東亞銀行確認收到及辦理客戶經電子媒介發出之指示前，所有該等指示將不被視為已被東亞銀行接收及處理。
25. 客戶明白東亞銀行有權將經電子網絡銀行服務所作在任何此戶口或相關賬戶或指定賬戶或指定服務賬戶間之轉賬交易或付款指示於即日或下一個營業日處理。在任何涉及轉賬款項至其他銀行賬戶或任何第三方戶口的交易的情況下，收款銀行或東亞銀行（視乎情況而定）可能於不同時候將所收到的款項存入受款人的賬戶中而東亞銀行無須對該轉賬款項實際何時存入受款人賬戶負責。當客戶賬戶從付款銀行處收到款項，東亞銀行將根據東亞銀行不時的常規將該款項存入客戶的賬戶。如付款銀行因任何理由未能向東亞銀行支付款項，東亞銀行有權隨時從客戶的賬戶中扣回任何進誌。
26. 如此戶口、相關賬戶及 / 或指定服務賬戶有足夠款項，電子網絡銀行服務可辦理轉賬 / 付款交易。當賬戶內存款不敷時，東亞銀行並無義務辦理該轉賬 / 付款交易及有權拒絕進行該項交易而毋須向客戶事先通知及負上任何責任。倘若東亞銀行同意辦理該等轉賬 / 付款交易，客戶須在東亞銀行通知時，立即償還該透支款項，並照東亞銀行當時所訂利率加附透支利息及因此而產生之債務。
27. 東亞銀行有權就電子網絡銀行服務之每次及每日累計轉賬金額，包括

但不限於提取及存入交易金額（以港幣等值計算）加以限額，不論該項限額是為提高電子網絡銀行服務或其他理由。

28. 經電子網絡銀行服務所作之轉賬 / 支付交易，東亞銀行有權在無收到客戶額外證實通知的情況下（儘管客戶是未有發出或授權該項指示）將該等款項在此戶口、相關賬戶及 / 或指定服務賬戶內支付。該權力由客戶授予東亞銀行，並不得撤銷。根據銀行產品及服務條款第 23 條下，客戶同意及接受為無論是否由客戶發出或授權之轉賬 / 付款指示所引致之後果、損失及 / 或債務負上全部及單獨責任，而向東亞銀行就該轉賬 / 付款指示所導致之所有或任何損失負上全責。
29. 東亞銀行毋須對由於客戶未能提供或輸入足夠或準確之資料，擬經電子網絡銀行服務完成之任何交易，所引致之任何交易或錯誤，負上任何責任或義務。
30. 客戶明白及同意電子網絡銀行服務，乃東亞銀行為方便客戶而附設之服務，並非取代進行銀行交易之其他方法。當電子網絡銀行服務因任何緣故（不論是否在銀行控制範圍之內）不能提供服務時，客戶並無任何向東亞銀行要求賠償之權利，且祇能利用其他方法與東亞銀行交易。
31. 客戶同意東亞銀行、流動電話服務商及其他參與交易或提供電子網絡銀行服務之第三者，將此（等）戶口、交易及買賣等個人資料披露或轉移與上述任何一個或多個人士及其附屬機構、集團成員或代理人，不論在香港以內或外，作為提供電子網絡銀行服務之用。
32. 東亞銀行將於能力範圍內為電子網絡銀行服務提供正確及最新的資料。客戶之終端機或印出之交易記錄所顯示之交易詳情及此（等）戶口及相關賬戶或指定服務賬戶或指定賬戶結餘只作參考之用。東亞銀行系統所記錄之交易詳情及賬戶結餘，將被視為最後決定性的。客戶同意並確認東亞銀行毋須對電子網絡銀行服務所提供之資料的準確性負責。
33. 東亞銀行毋須對由於操作電子網絡銀行服務，引致客戶之終端機或儀器或有關設備之任何損毀、或客戶資料之任何損失或訛誤而負責。無論在任何情況下，東亞銀行毋須因提供電子網絡銀行服務，需要對任何間接、特殊、相應或後果性之損失負責。
34. 客戶同意繳付東亞銀行就提供及 / 或客戶使用電子網絡銀行服務及 / 或電子證書而不時徵收之收費。東亞銀行可於任何時候，毋須事先徵求客戶同意，以客戶開立於東亞銀行任何賬戶內的存款（包括但不限於往來、儲蓄、定期或通知存款等賬戶），用以償還客戶欠下東亞銀行或因使用電子網絡銀行服務之債務。客戶特此確認東亞銀行在任何情況下均毋須為任何損失或虧損或後果負責，包括但不限於就東亞銀行在此（等）戶口及相關賬戶或指定服務賬戶內徵收費用後因餘額不足而導致涉及電子網絡銀行服務的任何交易不獲執行或出現透支利息。如有關於上述情況下造成之一切債務，客戶同意放棄追討東亞銀行之權利，及願意單獨承擔該等責任。
35. 客戶明白因不可預測的阻塞、互聯網的開放及公開性質及其他理由，互聯網可能並非一個可靠的通訊媒體而其不可靠性是東亞銀行所不能控制的。交易會受傳輸延誤、錯誤資料傳輸、執行延誤或發出指示時的價位與執行指示時的價位不同、東亞銀行與客戶間任何通訊上的誤

解及謬誤、傳輸停頓、中斷及其他事件所影響。

36. 客戶若為商號（不論是獨資或合夥），下列條款亦將適用：
- (a) 客戶及其東主或合夥人及現時或日後以客戶名義經營之人士，應共同及個別對本章則負責；
 - (b) 如商號的組成或其他成員有所改變，客戶須通知本行，及除非有明確地解除責任，否則客戶及所有以東主或合夥人身份簽署申請表的人士，須繼續對本章則負責。
37. 客戶謹此保證及聲明：
- (a) 客戶若為有限公司，客戶經已在其註冊地妥善註冊成立；
 - (b) 為使本章則下客戶的責任成為合法、有效、有約束力及可執行，一切必須的行動、條件及事宜均已全部按適用的法律及公司組織章程完備、履行、遵守及嚴格符合；
 - (c) 客戶具有權力、權限及法律權利訂立及履行本條款，且已採取授權訂立本條款所必要的所有公司行動。

附件 II

電子網絡銀行服務卡 / 電子網絡銀行人民幣卡條款及細則

1. 持有電子網絡銀行服務卡 / 電子網絡銀行人民幣卡（統稱「該卡」）之客戶（下稱「持卡人」）可在東亞銀行或其他銀通，銀聯及 VISA PLUS 之會員銀行（下稱「會員銀行」）所裝設之自動櫃員機（下稱「櫃員機」）上使用；及 / 或東亞銀行宣佈應用的其他一切以電子方式支付或轉賬的機器設施，包括但不限於銷售點終端機（下稱「終端機」）或其他。
2. 該卡之所有權屬於東亞銀行，東亞銀行得保留權利隨時透過撤回該卡或隨之提供的服務或拒換新卡終止本條款而不須作出解釋及給予事前通知。如有上述情況出現，持卡人須在東亞銀行提出時立即將該卡交回。
3. 該卡只供持卡人使用，不得轉借他人使用。
4. 持卡人不得將使用東亞銀行的櫃員機或任何其他會員銀行的櫃員機及 / 或終端機之私人密碼告知他人。任何人士使用任何該卡所作出之交易，不論是否獲得持卡人之授權，持卡人均須對一切後果完全負責。
5. 持卡人如為聯名戶時，必須共同及個別地負責所有使用該卡所作之交易，並須共同並個別地遵守本條款。
6. 憑該卡在東亞銀行的櫃員機或任何其他會員銀行的櫃員機及 / 或終端機提款或作轉賬支付時，與該卡有關的賬戶內須有足夠之存款。如該賬戶的存款不敷，東亞銀行均無義務辦理該項提取或轉賬，並有權拒絕進行此項交易而無須向持卡人事先通知及負上任何責任。倘若東亞銀行同意辦理該提取或轉賬，持卡人須在東亞銀行通知時，立即償還該透支款項，並照東亞銀行當時對透支賬戶所訂利率加附透支利息。該卡持卡人謹此同意就東亞銀行蒙受或招致因持卡人利用該卡及櫃員機或終端機從該賬戶提取或轉賬款項而引致或與之有關之所有或任何損失，對東亞銀行作出彌償及保持其獲十足彌償，除非任何損失由東亞銀行之嚴重疏忽、詐騙或故意失責所引致。
7. 持卡人同意東亞銀行有權按其獨有酌情權於交易當日或下一個營業日處理經櫃員機及 / 或終端機所作之任何賬戶之間的轉賬交易。在任何涉及轉賬款項至其他銀行賬戶或任何第三方戶口的交易的情況下，收款銀行可於不同時候將所收到的款項存入受款人的賬戶中而東亞銀行無須對該轉賬款項實際何時存入受款人賬戶負責。當持卡人賬戶透過櫃員機及 / 或終端機從付款銀行處收到款項，東亞銀行將根據東亞銀行不時的常規將該款項存入持卡人的賬戶。如付款銀行因任何理由未能向東亞銀行支付款項，東亞銀行有權隨時從持卡人的賬戶中扣回任何進誌。
8. 持卡人須承認東亞銀行及 / 或其他會員銀行及 / 或其他機構有關該卡在櫃員機及 / 或終端機之使用記錄為正確，有決定性及對其有約束性。如對該卡在櫃員機及 / 或終端機所作的交易有任何疑問、難題或爭議時，持卡人須向東亞銀行尋求對此等疑問之解答，或尋求此等難題或爭議的解決方法。
9. 持卡人可使用東亞銀行之櫃員機及該卡存入港幣現金及 / 或支票，並同意按下列辦法處理：

- (a) 存入現金須經東亞銀行點核相符始入持卡人賬戶（是項點核工作並不限定在存款當日進行），在未入賬前，持卡人不得提取或使用該款項；
 - (b) 存入支票，東亞銀行乃以代收方式處理，是項交收工作並不限定在存入支票當日進行，票款須待妥當結算後，始可支用；
 - (c) 櫃員機所發出之存入款項通知，僅表示持卡人曾自該機存入款項。無論在任何情況下，東亞銀行均不負責該通知之有效性及正確性，而存入款項需經東亞銀行核對方才有效；
 - (d) 如其使用該卡或櫃員機存入款項所引起之所有或任何損失，持卡人須負全部責任，除非任何損失由東亞銀行之嚴重疏忽、詐騙或故意失責所引致；
 - (e) 該卡及櫃員機不接受存入硬幣。
10. 使用該卡在東亞銀行櫃員機或任何其他會員銀行櫃員機及 / 或終端機所作之提款、轉賬支付及 / 或其他交易，不論持卡人是否知悉或是否經持卡人授權，東亞銀行有權不經事先通知，逕行在收到該轉賬要求時將該等款項在持卡人賬戶內支付。該項權力由持卡人授予東亞銀行，並不得撤銷。在轉賬款項至其他銀行賬戶或任何第三方戶口的情況下，東亞銀行在任何情況下均不負責向收款銀行追討任何已支付之款項，亦不就任何收款銀行因任何理由未能向受讓人付款而負責（因東亞銀行之嚴重疏忽、詐騙或故意失責除外）。
11. 該卡如有遺失或被竊，持卡人必須立即通知東亞銀行，並按東亞銀行要求發出書面作實。持卡人須負責任何於東亞銀行收到該卡遺失或被竊通知書前因任何人士使用該卡而產生之賬項，不論使用者是否經持卡人授權。持卡人並同意東亞銀行對補發新卡收取費用。而該費用將由東亞銀行不時自行訂定，並從與該卡有關的指定賬戶中扣除。
12. 東亞銀行將該卡及有關之私人密碼遞交持卡人時，一切風險由持卡人承擔。
13. 如該卡因任何緣故不能使用或櫃員機及 / 或終端機操作失靈等，東亞銀行及 / 或其他會員銀行及 / 或其他機構無須負責。
14. 東亞銀行有權隨時對該卡在金額或其他方面的使用加以限制。如交易超越該限額或限制，東亞銀行均無義務辦理該項提取或轉賬，並有權拒絕進行此項交易而無須向持卡人事先通知及負上任何責任。
15. 東亞銀行對用卡者保留收取費用的一切權利，而費率、期限及支付方式將以東亞銀行隨時公佈的為準。
16. 東亞銀行有權收取及持卡人均同意支付該卡之年費，此年費之金額將由東亞銀行隨時訂定，及將從該卡上之賬戶預先自動扣除。如此年費以港幣以外的其他任何貨幣收取，則東亞銀行有絕對權力將此年費以處理該交易時東亞銀行所訂之匯率折算其他任何貨幣，而無須給持卡人通知或先獲其答允。有關任何修訂及收取，東亞銀行會以適當之方式通知持卡人。不論持卡人因任何原因要求取消該卡或被東亞銀行終止其使用，已繳付之年費，概不退還。持卡人由此確認東亞銀行在任何情況下均不須對與該卡有關的賬戶扣除此年費後因餘額不足而導致涉及使用該卡的任何交易不獲執行、出現透支利息或招致任何損失負任何責任，對於上述情況下造成之一切損失，持卡人同意放棄追討東亞銀行之權利及願意單獨承擔有關之責任。

17. 持卡人同意東亞銀行聯絡持卡人^之僱主、銀行或其他資料來源，以便取得、收集、持有、儲存、使用、交換及透露有關所有或任何持卡人與東亞銀行之間進行之交易或交往資料及細節或個人資料。東亞銀行會把持卡人提供之資料保密，但不排除以後東亞銀行透露任何此等資料或細節予任何會員銀行或其名稱或標誌出現在該卡上之第三者服務供應人。此等資料轉移是必須以確保此服務獲得國際承認及有效提供該卡之服務。東亞銀行有權比對持卡人提供之資料與收集所得有關持卡人^之其他資料，以作查核之用或產生更多資料與及將比對之結果作任何用途，包括影響持卡人權益之行動，以致不予核准使用該卡或取消該卡，或追收有關該卡之欠款。持卡人均有權隨時要求查閱東亞銀行持有關於持卡人或其賬戶的資料，以及更新及更正有關的資料。而此要求必須以書面作出，並送交香港中環德輔道中 31 號 11 樓東亞銀行集團 - 集團資料保障主任收。東亞銀行有權就處理任何查閱資料的要求收取合理費用。
18. 東亞銀行對任何商號、店鋪的行動或過失，包括但不限於拒絕接受使用該卡，該等商號、店鋪的任何聲明或書信函件或所出售的貨品，提供的服務有任何殘缺不全或損毀或紛爭，均不負責任。持卡人須與該等商號、店鋪直接解決索賠或紛爭而絕不能藉該等索賠或紛爭取消或更改已達成的支付或轉賬或提出異議。
19. 持卡人在該卡之使用皆受約束於東亞銀行當時的條款。持卡人可隨時將該卡一剪為二交回東亞銀行以停止該卡之使用。在東亞銀行收到該停止使用及被剪開的該卡後，方會取消該卡之記錄。
20. 持卡人確認轉賬至第三方戶口之款項涉及風險，例如向未獲授權的第三方戶口付款。
21. 若收款銀行未能在持卡人向其付款前進行銀行同業交收，該款項則不會被支付而持卡人^之賬戶的借項則會被扣回。

以下第 22 至 23 條只適用於電子網絡銀行服務卡

22. 如有任何交易以外幣進行，東亞銀行有絕對權力，將該等外幣金額，以任何合法途徑，於處理該交易時以所訂匯率折算港幣或其他任何貨幣，而無須給予持卡人通知或先獲其答允。
23. 該卡及櫃員機不接受存入外幣現鈔 / 輔幣及支票，持卡人嘗試使用該卡或櫃員機存入此類款項而引致之一切後果，東亞銀行概不負責。

以下第 24 至 26 條只適用於電子網絡銀行人民幣卡

24. 東亞銀行有權就持卡人在櫃員機及 / 或終端機進行之每項交易收取費用，而此項費用之金額將由東亞銀行隨時訂定及公佈。東亞銀行有絕對權力將該項費用以處理該交易時東亞銀行所訂之匯率折算港幣或其他任何貨幣，而無須給予持卡人通知或先獲其答允。持卡人同意如因存款不足或其他原因而導致該項交易費用不能從其賬戶內扣除，東亞銀行均無義務辦理該項提取或轉賬，並有權拒絕進行此項交易而無須向持卡人事先通知及負上任何責任。
25. 該卡及櫃員機不接受存入人民幣支票，持卡人嘗試使用該卡或櫃員機存入此類款項而引致之一切後果，東亞銀行概不負責。
26. 持卡人可使用東亞銀行之櫃員機及該卡存入人民幣紙幣，並同意按下列辦法處理：

- (a) 人民幣紙幣存款須經東亞銀行點核相符始入持卡人賬戶（是項點核工作並不限定在存款當日進行），在未入賬前，持卡人不得提取或使用該款項；
- (b) 櫃員機所發出之存入款項通知，僅表示持卡人曾自該機存入款項。無論在任何情況下，東亞銀行均不負責該通知之有效性及正確性，而存入款項需經東亞銀行核對方才有效；
- (c) 如因其使用該卡或櫃員機存入款項所引起之所有或任何損失，持卡人須負全部責任，除非任何損失由東亞銀行之嚴重疏忽、詐騙或故意失責所引致。

東亞銀行有絕對權力隨時拒絕接受由持卡人使用東亞銀行之櫃員機存入之任何人民幣現金款項，而無須向持卡人事先通知及負上任何責任。