

SUPPLEMENTARY TERMS & CONDITIONS FOR SAVINGS ACCOUNTS, CURRENT ACCOUNTS AND FIXED DEPOSIT ACCOUNTS

These Supplementary Terms shall apply to all savings accounts (the “**Savings Account**”), current accounts (the “**Current Account**”) and fixed deposit accounts (the “**Fixed Deposit Account**”) opened and maintained with Tai Sang Bank Limited (the “**Bank**”). All terms defined under the General Terms and Conditions shall be adopted hereunder. The Savings Account, Current Account and Fixed Deposit Account are collectively referred to as the “**Relevant Account**” herein below.

1. The initial deposit of each Relevant Account shall be no less than such minimum amount as may be prescribed by the Bank from time to time in its sole discretion. The Bank reserves the right to levy a service charge on balances of Relevant Account which are less than such minimum amount as may be prescribed by the Bank from time to time in its sole discretion.
2. Cheques may not be drawn on the Bank except on the cheque books issued and supplied by the Bank and registered for the Relevant Account. Applications for cheque books may be made personally on the printed application form supplied by the Bank signed and/or sealed or chopped by the Account Holder in accordance with the signature requirements prevailing at the time of presentation of the said application form. The Bank may, at its sole and absolute discretion, refuse to issue a cheque book. In the event where the Account Holder does not apply for the cheque book in person, the Bank may at its discretion deliver the cheque book to the last known address, place of business, or registered office of the Account Holder as recorded by the Bank by mail and the Bank shall not assume any responsibility for any delay or loss occasioned by any modes of sending the cheque book.
3. Upon receipt of a cheque book, the Account Holder should count the number of cheques carefully and examine the serial number, account number and name of the Account Holder printed thereon to avoid any discrepancy. Any irregularities should be promptly notified to the Bank.
4. The Account Holder should exercise due care when drawing cheques and in particular shall not draw cheques in such manner which may enable a cheque to be altered or may facilitate fraud or forgery. All cheques drawn by the Account Holder shall be written in ink, but in no circumstances shall BALL PENS using ink erasable by ordinary pencil rubber or otherwise be used since unauthorized alteration difficult to detect can easily be made. Account Holder in breach of the foregoing shall bear all consequences thereof and indemnify the Bank for all losses and damages.
5. Alterations on cheques must be authenticated by the full signature of the Account Holder near the alteration. Other than verifying the signature(s) on the cheque against the latest specimen signature(s) and signing arrangement specified by the Account Holder to the Bank, the Bank shall not, under any circumstances and irrespective of whether or not the Account Holder is negligent, be responsible or liable for any losses arising from alterations on and/or the authenticity of a cheque.
6. The Bank shall be entitled to return any cheque supplied to the Bank which is incorrectly completed, altered without authorization or which bears a date subsequent to or more than 6 months prior to the date of presentation or which is drawn on a Relevant Account with insufficient funds or on which the signature differs from the specimen signature or of which the signing does not comply with the signing arrangement specified by the Account Holder to the Bank. The Bank may refuse to pay over the counter cheques in which the word “bearer” thereon has been cancelled. Under no circumstances shall the Bank be held liable for any loss incurred by the Account Holder due to return of any cheque by the Bank. The Bank shall also be entitled to impose a service charge for returning the cheque as aforesaid.
7. All instructions to countermand payment of cheques should be made to the Bank in writing giving full details including but not limited to cheque number, amount, name of payee and date of issue provided that the relevant cheque has not already been cashed, transferred or paid into another account. The Bank will not be held responsible for (i) any loss if the relevant cheque is paid by the Bank before the Bank has had a reasonable time to act on the Account Holder’s instruction; or (ii) any payment effected or any cheque certified or marked good for payment prior to the receipt of such written instruction. Charges payable by the Account Holder for instructions to countermand payment of cheques may be imposed by the Bank.
8. Account Holder of a Savings Account may be given a passbook issued by the Bank for operation of the Savings Account concerned. For withdrawal from Savings Account at the counter, the passbook of the Savings Account concerned should be presented. However, the Bank may at its discretion without incurring any liability dispense with the requirement of production of the passbook. Payments or transfers made by the Bank to, or pursuant to the instruction of, a person producing the passbook and a withdrawal form purporting to be signed by the Authorized Signatory (shall be an absolute discharge to the Bank Provided Always that the Bank shall be entitled (but not under any duty so to do), if deems fit, to require any of the Authorized Signatory to (i) make the withdrawal in person and produce such identification satisfactory to the Bank; or (ii) provide verbal or written confirmation to the Bank. The Account Holder shall not tamper and/or meddle with the passbook and/or the entries therein and replacement passbook of the Savings Account lost or damaged will only be issued by the Bank on such terms and conditions and at such charges as the Bank may in its absolute discretion determine. Passbooks issued by the Bank are the property of the Bank and are not transferable or assignable and cannot be pledged as security. Passbooks must at all times be kept safely so that they are not available to unauthorized persons. The balances in the passbooks are for reference only as there may be transactions without passbook and items not yet posted therein. The Account Holder shall have a duty to examine and verify the correctness of each and every entry in the passbooks and notify the Bank immediately in writing if any of them is wrongful, irregular and/or unauthorized. Unless the Bank shall have actually received such notice within 90 days of the posting of the relevant entry in the passbook, the Account Holder shall be deemed to have conclusively confirmed and accepted such entries and shall not be entitled to raise subsequently any claims or dispute thereon on whatever grounds.
9. A statement of the Current Account will be sent to the Account Holder every month or at such intervals, as may be arranged from time to time. No statements will be sent for a Current Account when no entries have been made in that account for the entire month. If the Account Holder fails to receive that statement within a reasonable time from the end of the month or the period to which the statement relates, he/she should immediately notify the Bank and request for a copy thereof.
10. The Account Holder agrees to report to the Bank immediately upon any loss of cheques. The Account Holder further undertakes to indemnify the Bank for any payment made prior to the receipt of such notice, in particular and without limitation to the foregoing, the Account Holder shall indemnify the Bank against all actions, proceedings, claims, demands, liabilities, losses and damages and expenses of whatever nature which may result from the fraudulent, negligent or unauthorized use of the account or the cheque thereof.
11. Cheques drawn by the Account Holder which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited (the “**Clearing House**”) for such period as stated in the rules relating to the operation of the Clearing House and after this, they may be destroyed. The Bank is authorized to enter into contract(s) with collecting banks, Hong Kong Interbank Clearing Limited and other persons in accordance with the aforesaid.
12. The Account Holder acknowledges that the operation of the clearing and settlement system for a particular currency maintained in a Relevant Account, if applicable, will be subject to the clearing house rules and operating procedures of all relevant governmental and other regulatory bodies and agencies in respect of such currency (as may be modified from time to time).
13. Upon the closing of a Relevant Account either by the Account Holder or by the Bank, the unused cheque book or any unused part thereof previously issued to the Account Holder shall become the property of the Bank and the Account Holder shall forthwith deliver the same to the Bank.
14. Unless otherwise agreed between the Bank and the Account Holder in writing, no interest shall be payable on a Current Account. Interest will accrue on the daily credit balances in such Savings Account at such minimum amount or in such multiples as the Bank may from time to time determine and at such rates determined absolutely by the Bank from time to time for the applicable currency in the same type of account as that of the Savings Account concerned. However, for items under collection, notwithstanding the posting of credit entries therefor, interest will only start to accrue as from the Bank’s actual receipt of the funds therefor. No interest will be earned in respect of the days when the balance in the Savings Account falls below the minimum balance as from time to time determined by the Bank. Interest earned will be credited to such Savings Account at such intervals and in such manner as may from time to time prescribed by the Bank. Different rates of interest will be given by the Bank depending on the amount of balance maintained in the Savings Account and the Bank shall have an absolute discretion to classify the amount of balance into tiers with different rates of interests allotted to different tiers. The basis of a 360 days in a year will be used for calculation of interest for any currencies save and except Hong Kong Dollars, in which case, a 365 days in a year will be used for calculation of interest.
15. The following provisions under this Clause 15 shall apply to Account Holder(s) of Fixed/Call Deposit Accounts:
 - 15.1 A fixed/call deposit may only be made by the Account Holder in the currency and minimum amount, for the period and at the rate as agreed by the Bank upon or before making the relevant fixed deposit.
 - 15.2 A fixed/call deposit can only be withdrawn from the Fixed Deposit Account on or after the maturity date. If the maturity date for a fixed/call deposit falls on a day other than a business day, it will be postponed to the next business day and interest shall accrue accordingly.
 - 15.3 Interest on call deposits will be simple interest accruing from day to day at the rate specified by the Bank on a daily basis. For fixed deposits, interest is fixed during the entire contract period and is only payable on the maturity date. Details of accrued interest will be advised by the Bank to the Account Holder each time when the interest is paid.
 - 15.4 All placements, renewals and withdrawals of deposits are accepted subject to the operating hours set by the Bank from time to time for such deposits.
 - 15.5 Any instructions regarding disposal of funds at maturity and any amendments thereto must be given to the Bank at least one working day prior to the date of maturity. Only original written instructions will be accepted by the Bank.
 - 15.6 Where automatic renewal instructions are given for deposits, the interest rates applied will be the prevailing rate applicable on the maturity date at such time as the Bank at its sole discretion decides.
 - 15.7 Contract interest is calculated up to but excluding the maturity date. The Bank may, but shall not be obliged to, pay the depositor interests on the deposits for and after the maturity date at such rate and on such terms as the Bank may at its absolute discretion think fit.
 - 15.8 At the request of the Account Holder, the Bank may at its sole and absolute discretion, but shall not be obliged to, allow a pre-mature withdrawal of a deposit before the maturity date. In such an instance, the Bank reserves the right not to pay interest on the deposit. The Bank furthermore reserves the right to recover a handling charge and additional cost (if any) of obtaining funds in the market for the remaining period of deposit, and to recover the loss of the Bank if there is a lack of funds in the market. The latest pre-mature withdrawal handling charges will be set out by the Bank from time to time. Such withdrawal shall nevertheless be allowed to be made upon such terms and conditions as the Bank may at its sole and absolute discretion think fit.
 - 15.9 If a foreign currency deposit matures on a day on which banks in either the country of the relevant foreign currency or in Hong Kong are not open to the general public for business, the deposit shall be payable on the next succeeding day on which all such banks are so open and interest shall be paid up to but excluding that day.
16. The following provisions under this Clause 16 shall apply to all types of the Relevant Accounts and deposits in foreign currencies :-
 - 16.1 The Bank is entitled to prescribe from time to time (a) the currencies which may be handled by the Bank; (b) the minimum and maximum transaction amounts;

- and (c) the denominations of currency notes which may be provided by the Bank.
- 16.2 The actual bid and offer prices of any currency exchange transaction will be determined at the time when such transaction is effected. Any exchange rate which may be quoted by the Bank or its representatives at any time for the purpose of any transaction are for indication and reference only. The Bank is entitled to effect each transaction at the exchange rate prevailing in the relevant foreign exchange market at the time when such transaction is effected.
- 16.3 The Bank is entitled to debit the Account Holder's account for the amount of the transaction on the day on which it accepts the relevant Instruction.
- 16.4 Where the Account Holder orders currency notes:-
- (a) the Account Holder may specify any particular branch of the Bank at which the currency notes shall be collected subject to the agreement of the Bank with the Account Holder;
 - (b) the Account Holder may authorize (in such form as the Bank may reasonably require) an Authorized Person to collect the currency notes at the Account Holder's risk;
 - (c) the Account Holder or (if applicable) the Authorized Person must produce to the satisfaction of the Bank such identification documents and other information as the Bank may reasonably require before collecting the currency notes;
 - (d) the Account Holder or (if applicable) the Authorized Person must collect the currency notes at the designated branch within such period as the Bank may reasonably specify;
 - (e) if the currency notes are not collected from the designated branch within the period specified by the Bank, the Bank may (but is not obliged to) reverse the relevant Transaction by converting the currency notes to Hong Kong dollar at the Exchange Rate and crediting the Hong Kong dollar amount to any of the accounts of the Account Holder. Any gain or loss (as the case may be) as a result of any fluctuation in exchange rates shall be paid to or borne by the Account Holder.
- 16.5 In connection with any transaction denominated in United States dollars cleared or settled through the US Dollar Clearing System established in Hong Kong, the Account Holder:-
- (a) acknowledges that the operation of the US Dollar Clearing System will be subject to the US Dollar Clearing House Rules (including, without limitation, the USD Operating Procedures referred to therein);
 - (b) agrees that the Hong Kong Monetary Authority shall not owe any duty or incur any liability to the Account Holder or any other person in respect of any claim, loss, damage or expense (including, without limitation, 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 from or as a result of:-
 - (i) anything done or omitted to be done by the Hong Kong Monetary Authority in good faith or by the settlement institution of the US Dollar Clearing System, Hong Kong Interbank Clearing Limited or any member of the US Dollar Clearing House in the management, operation or use (including, without limitation, the termination and/or suspension of the settlement institution, the US Dollar Clearing facilities or any such member) of the US Dollar Clearing House or the US Dollar clearing facilities or any part of any of them;
 - (ii) without prejudice to (i) above, the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules (including, without limitation, the US Dollar Operating Procedures referred to therein).
17. The following provisions under this Clause 17 shall apply to direct debit authorization for effecting transfers from the Relevant Account:-
- 17.1 The Account Holder may give Instruction to the Bank from time to time instructing the Bank to set up direct debit authorization for effecting transfers from the Account Holder's Relevant Account to that of any designated beneficiary in accordance with instructions received by the Bank from time to time provided always that the amount of any transfer shall not exceed the limit specified by the Account Holder. The Account Holder agrees to specify clearly the information and particulars which the Bank may require for setting up any direct debit authorization.
- 17.2 The Account Holder agrees that the Bank shall not be obliged to ascertain whether or not notice of any transfer has been given to the Account Holder.
- 17.3 The Account Holder agrees that should there be insufficient cleared funds in the Account Holder's Relevant Account to meet any transfer, the Bank shall be entitled in its discretion, not to effect such transfer but to charge the usual fees and charges prescribed by the Bank and, where the Bank has reasonable grounds for doing so, cancel the relevant direct debit authorization.
- 17.4 The direct debit authorization shall remain in effect until any expiry date specified by the Account Holder or cancelled or varied by the Bank or the Account Holder pursuant to the Agreement.
- 17.5 The Account Holder agrees that any instruction to cancel or vary any direct debit authorization shall be given to the Bank at least three business days prior to the date on which such cancellation or variation takes effect.
18. The following provisions under this Clause 18 shall apply to overdraft facilities provided by the Bank to the Relevant Accounts (the "**Overdraft Facilities**"):-
- 18.1 The Bank may grant any Overdraft Facilities to the Account Holder at its discretion and subject to the Bank's separate written approval. The Bank will specify the terms of such Overdraft Facilities in an agreement. The Account Holder shall be bound by such terms and other applicable provisions of the said agreement upon using such Overdraft Facilities.
- 18.2 The Bank has the overriding right at any time to demand immediate repayment of any outstanding amount of any Overdraft Facilities and to cancel any Overdraft Facilities. Any Overdraft Facilities is subject to review by the Bank at such interval as the Bank may determine.
- 18.3 The Account Holder should inform the Bank as soon as possible of any difficulty in repaying any Overdraft Facilities or in meeting any payment to the Bank arising from the Overdraft Facilities.
- 18.4 The Bank may grant, revise (including, without limitation, varying any pre-designated limit) any overdraft facility granted by the Bank to the Account Holder from time to time on an unsecured basis (the "**Unsecured Overdraft Facility**") at its discretion and subject to the Bank's separate written approval.
- 18.5 In respect of any overdraft facility granted by the Bank to the Account Holder from time to time in return for security in favour of the Bank (the "**Secured Overdraft Facility**"), any Secured Overdraft Facility granted by the Bank to the Account Holder shall be subject to the following conditions:-
- (a) the maximum amount of the Secured Overdraft Facility shall be the aggregate of the value of each of the assets to be charged to the Bank for the purpose of securing the Secured Overdraft Facility multiplied by the applicable discount percentage applicable to various types of deposits or other assets from time to time specified by the Bank and notified to the Account Holder for the purposes of granting any Secured Overdraft Facility (the "**Discount Factor**");
 - (b) the Bank shall not be obliged to make available the Secured Overdraft Facility unless and until all security and/or other documents in the form required by the Bank have been executed by the Account Holder or any other person and all the Secured Assets (as defined herein below) have been properly charged and transferred to the Bank or its nominee to the Bank's satisfaction;
 - (c) the Bank may prescribe from time to time the types of assets acceptable to the Bank as security for the Secured Overdraft Facility and the Discount Factor applicable to each type of assets.
- 18.6 As for any security over the Secured Assets in favour of the Bank:-
- (a) Such security shall be a continuing security and is in addition to, shall not be affected by and may be enforced despite the existence of any other security held by the Bank. Any restriction on the right of consolidating securities shall not apply to any security over the Secured Assets in favour of the Bank. The said "Secured Assets" means (i) all moneys in any currency owing by the Account Holder to the Bank at any time, actually or contingently, in respect of the Secured Overdraft Facility, (ii) interest on such moneys (both before and after any demand or judgment), to the date on which the Bank receives payment, at the rates payable by the Account Holder or which would have been payable but for any circumstance which restricts payment, (iii) any expense of reasonable amount and reasonably incurred by the Bank in making payment in respect of any securities comprising the Secured Assets on behalf of the Account Holder (but without the Bank being under any obligation to do so) as a result of failure by the Account Holder to make such payment when due and (iv) all expenses of reasonable amount and reasonably incurred by the Bank in recovering any amount owing by the Account Holder and/or enforcing the security provided to it on a full indemnity basis.
 - (b) The Bank shall be entitled to retain the document under which any security is created for such period as the Bank may certify to the Account Holder to be appropriate in order to protect the interests of the Bank in respect of the Secured Moneys (as defined herein below). The said "Secured Moneys" means (i) all moneys in any currency owing by the Account Holder to the Bank at any time, actually or contingently, in respect of the Secured Overdraft Facility, (ii) interest on such moneys (both before and after any demand or judgment), to the date on which the Bank receives payment, at the rates payable by the Account Holder or which would have been payable but for any circumstance which restricts payment, (iii) any expense of reasonable amount and reasonably incurred by the Bank in making payment in respect of any securities comprising the Secured Assets on behalf of the Account Holder (but without the Bank being under any obligation to do so) as a result of failure by the Account Holder to make such payment when due and (iv) all expenses of reasonable amount and reasonably incurred by the Bank in recovering any amount owing by the Account Holder and/or enforcing the security provided to it on a full indemnity basis.
 - (c) If the Account Holder creates or purports to create any security (whether fixed or floating) over all or any of the Secured Assets or if any person levies or attempts to levy any form of process against all or any of the Secured Assets, the charge created by the security over the Secured Assets in favour of the Bank, to the extent that it may be a floating charge, shall automatically and without notice operate as a fixed charge instantly such event occurs.
 - (d) The Account Holder undertakes:-
 - (i) that the Secured Moneys shall not at any time exceed the value of the Secured Assets multiplied by the applicable Discount Factors. Any excess shall be forthwith eliminated by repaying the relevant amount of cash or by depositing with the Bank additional assets of such nature and value acceptable to the Bank;
 - (ii) that the Secured Assets are and shall be in the sole beneficial ownership of the Account Holder, free from encumbrances and claims except pursuant to any security in favour of the Bank;
 - (iii) that the Bank may hold all or any of the Secured Assets at any of its offices and transfer the same between such offices;
 - (iv) to deposit with the Bank or to its order all documents which evidence the Secured Assets and, if applicable, duly completed transfer documents in favour of the Bank;
 - (v) to pay all calls and make all other payments in respect of any securities comprising the Secured Assets when due;
 - (vi) not to or attempt to withdraw, assign, transfer or otherwise deal with the Secured Assets except in the Bank's favour or as directed by or with the

- consent of the Bank in writing; and
- (vii) not to take any action which might prejudice the value of the Secured Assets and/or the effectiveness of the security over the Secured Assets.
- (e) The Bank is irrevocably authorized, without prior notice to or consent from the Account Holder, to take such steps as it may consider expedient to enable it to exercise or preserve its powers and rights in connection with any security over the Secured Assets including, without limitation, the following:-
- to appoint any other person as its nominee or agent to hold and to keep possession and control of any of the Secured Assets, to register any of the Secured Assets in the name of the Bank, its nominee(s) and/or agent(s) and to establish any account with such person for those purposes, but the Bank shall not be liable for any act, omission, negligence or default of any such person provided that the Bank has exercised such care in appointing such person as it would employ for its own business;
 - to direct any nominee or agent of the Bank having custody or control of any of the Secured Assets (whether as nominee, manager or otherwise) to deal with such Secured Assets in such manner as the Bank may consider fit;
 - to exercise or procure the exercise of voting and other rights attaching to the Secured Assets, so far as legally permissible, as if the Bank were the sole legal and beneficial owner;
 - to determine whether or not to take any action which may be called for in respect of any securities comprising the Secured Assets as to any call, subscription, offer, acquisition, ownership, exchange, conversion, redemption or any other matter;
 - to return to the Account Holder securities which may not have the same identification as the securities comprising the Secured Assets originally held by, deposited with, received by, transferred to or registered in the name of the Bank or any nominee or agent of the Bank; and
 - to debit all costs, charges and expenses (including any stamp duty, registration fees and other duties and expenses) of reasonable amount and reasonably incurred by the Bank in perfecting, preserving and/or enforcing any security over the Secured Assets or in the exercise or purported exercise of any of its powers and rights in connection with such security from any one or more of the accounts of the Account Holder with the Bank in any currency.
- (f) The Account Holder may not assign or transfer any rights or obligations of the Account Holder under the security over the Secured Assets. The Bank may assign any of its rights under the security over the Secured Assets to a person in whose favour it has made an assignment of all or any part of the Secured Overdraft Facility.
- (g) The Account Holder undertakes and agrees that any power of attorney given by the Account Holder in favour of the Bank in connection with the Bank's exercise of its powers and rights under these Terms and Conditions is given to secure the performance of the obligations and liabilities of the Account Holder under these Terms and Conditions.
- 18.7 Regarding the enforcement of security:-
- If the Account Holder has failed to pay any of the Secured Moneys when due, or is in default under any of the terms of the security over the Secured Assets, or is unable or admits to being unable to pay the debts of the Account Holder as they become due, or is subject to any proceedings in or analogous to insolvency, bankruptcy or liquidation, or if legal process is applied for, levied or enforced against the Secured Assets or any other assets of the Account Holder, the Bank shall be entitled to enforce the security over the Secured Assets and may, without demand, notice, legal process or any other action with respect to the Account Holder, retain or apply any cash comprising the Secured Assets and realize, sell or otherwise dispose of all or some of the Secured Assets for its own benefit in or towards settlement of the Secured Moneys at any time and in any way it deems expedient, free from any restrictions and claims and the Bank shall not be liable for any loss arising out of such retention, application, realization, sale or disposal.
 - A certificate of balance signed by any duly authorized officer of the Bank shall be conclusive evidence against the Account Holder of the amount of the Secured Moneys owing at any time.
 - The Bank may, at any time, continue any existing account and open any new account in the name of the Account Holder and no subsequent transactions, receipts or payments involving such new accounts shall affect the liability of the Account Holder.
- 18.8 Regarding the use of Overdraft Facilities and application of moneys:-
- if more than one type of the Overdraft Facilities are made available, such Overdraft Facilities shall be made available and used in the following order upon exhausting each type in such order:-
 - Secured Overdraft Facility; and
 - Unsecured Overdraft Facility.
 - Any overdraft by the Account Holder exceeding the aggregate amount granted available by the Bank to the Account Holder pursuant to any Overdraft Facilities shall be deemed to be unauthorized overdraft. The Account Holder shall pay interest on any unauthorized overdraft on demand from the date on which it was incurred up to the date of actual repayment (before and after judgment) at such rate over the Bank's best lending rate as the Bank may from time to time prescribe at its sole discretion. Such interest shall be debited from the relevant account and shall form part of the principal due to the Bank and bear interest accordingly.
 - All moneys credited to any account to which any of the Overdraft Facilities is made available shall be applied by the Bank in or towards repayment in the following order:-
 - all sums other than principal or interest in respect of the Overdraft Facility in question which may be owing to the Bank;
 - the Overdraft Facility in question (whether the same is due and payable or not);
 - any sums arising from or in connection with other transactions or Service which may be owing to the Bank.
- 18.9 The Account Holder shall be liable for all overdrafts and/or advances arising out of or in connection with all or any of the Overdraft Facilities and shall repay the same to the Bank on demand in one lump sum together with interest thereon on a day to day basis from the date of advance to the date of actual repayment (before and after judgment) at such rate as the Bank may determine at its sole discretion from time to time, calculated on the basis of the actual number of days elapsed and payable monthly in arrears on such day of each calendar month or at such other time as the Bank may specify in accordance with its usual practice by direct debit to the Current Account or such other account as the Bank and the Account Holder may agree and shall become part of the principal due to the Bank and bear interest accordingly.
- 18.10 No payment to the Bank under the security over the Secured Assets pursuant to any judgment, court order or otherwise shall discharge the obligation of the Account Holder in respect of which it was made unless and until payment in full has been received in the currency in which it is payable under the security over the Secured Assets and, to the extent that the amount of any such payment shall, on actual conversion into such currency at the Exchange Rate, fall short of the amount of the obligation expressed in that currency, the Account Holder shall be liable for the shortfall.
- 18.11 Any moneys paid to the Bank in respect of any Secured Moneys may be applied in or towards satisfaction of the same or placed to the credit of such account as the Bank may determine with a view to preserving its rights to prove for the whole of the Secured Moneys.
- 18.12 If any moneys paid to the Bank in respect of any Secured Moneys are required to be repaid by virtue of any law relating to insolvency, bankruptcy or liquidation or for any other reason, the Bank shall be entitled to enforce the security over the Secured Assets as if such moneys had not been paid.
- 18.13 Without prejudice to the generality of the above Clause 18.9, interest for any Secured Overdraft Facility shall be charged as follows:-
- any portion of the outstanding amount of the Secured Overdraft Facility which is secured by Hong Kong dollar term deposits shall be charged at the higher of (i) the prescribed margin over the average Hong Kong dollar term deposit rate within the Hong Kong dollar term deposit portfolio and (ii) the prescribed margin over the Bank's best lending rate;
 - any portion of the outstanding amount which is secured by foreign currency deposits shall be charged at such margin as the Bank may prescribe in respect of each type of assets over the Bank's best lending rate; and
 - any remaining portion of the outstanding amount shall be charged at the rate for the time being chargeable for unauthorized overdraft.
- 18.14 The Bank may vary its best lending rate at any time without prior notice. The Bank may vary the prescribed margin upon giving the Account Holder at least 30 days' prior notice unless such variation is beyond the Bank's control in which case the Bank shall give the Account Holder such period of notice as is reasonable in the circumstances. Any variation shall be binding on the Account Holder if the Account Holder continues to use the relevant Overdraft Facilities or if any part of such Overdraft Facilities remains outstanding after the effective date of variation.
- 18.15 If the Account Holder fails to repay any indebtedness on the applicable due date, the Account Holder shall pay default interest on the overdue amount on demand from the due date up to the date of actual repayment (before and after judgment) at such rate over the Bank's best lending rate as the Bank may specify at its sole discretion from time to time. Such default interest shall be debited from the relevant account and shall form part of the principal due to the Bank and bear interest accordingly.
19. The following provisions under this Clause 19 shall apply to remittance services provided by the Bank to the Relevant Accounts:-
- 19.1 Unless a later date is specified in the remittance application, the Bank shall seek to execute the remittance on the business day that Bank receives the remittance application, if received prior to the applicable cut-off time as from time to time prescribed by the Bank and at the Bank's service location; otherwise, the Bank shall seek to execute the remittance on the next business day. Hence, an applications received by the Bank after the relevant cutoff times as stipulated by the Bank from time to time (the "Cut-off Times") may not be processed on the same day.
- 19.2 The processing of the applications will also be subject to the availability of the relevant services including (but not limited to) the availability of the clearing system of the currency and country of the correspondent and/or destination banks. The remit amount will normally (provided that it is processed by the Bank on the same day) reach the correspondent bank on the debit date as provided in this application (the "Value Date") if this application is received by the Bank before the Cut-off Times. If this application is received by the Bank after the Cut-off Times, the Value Date of the remit amount will normally be the next business day. The Cut-off Times will vary depending on a number of factors including the currency for the remitted sum to be denominated as requested by the Account Holder, the geographical location of the destination of the remittance and/or the funding arrangement requirements of the settlement banks. The Bank reserves the right to vary the Cut-off Times at any time without prior notice.
- 19.3 The Bank shall not be liable for any loss or damage due to omission or delay in sending any message relating to the remittance or in payment or in giving advice of payment; loss of items or any message or signals in transit or transmission or otherwise, mutilation, error, omission, interruption or delay in transmission or delivery of any item, message, signals, letter, telegram or cable, or the actions of omission of our correspondents, sub-agent, other agency or any other party involved in The Clearing House Automated Transfer System (if applicable), or declared or undeclared war; censor-ship; blockade; insurrection; civil commotion;

- or any law, decree, regulation, control, restriction or other act of a domestic or of foreign government or other group or groups exercising governmental powers, whether de jure or de facto, or breakdown or mal-function in or of any computer, mechanical or electronic instruments, apparatus or device, or any act or event beyond the Bank's control.
- 19.4 The Bank may instruct its affiliate, another bank, a clearing house, a payment, clearing or settlement system or other payment intermediary (each a "payment intermediary") in the execution of the remittance. Each payment intermediary may rely on the Account Holder's remittance instructions as if directed to it.
- 19.5 The Bank is at liberty to send any message in relation to this application in explicit language, code, cipher or any form of electronic transmission signals and the Bank is not to be liable for any losses caused by or any errors, neglects, or defaults of any correspondents, sub-agent, or other agency.
- 19.6 The Bank may not execute the remittance if the Relevant Account has insufficient funds.
- 19.7 Upon the Account Holder/Authorized Signatory's written request, the Bank shall use reasonable efforts to cancel or stop the remittance; however, the Bank shall not be responsible if the remittance is executed.
- 19.8 The Account Holder shall be solely responsible for the accuracy and completeness of all information (including any beneficiary account information) provided and that the Bank shall not be responsible for checking or verifying the same and the Bank shall not be liable for any losses or damages caused by any inaccuracies, omissions or incompleteness of any information provided by the Account Holder. The Bank may act on incomplete or inconsistent instructions if the Bank reasonably believes that it can complete or clarify such information without referring to the Account Holder.
- 19.9 The Account Holder shall have no right to cancel, amend or revoke the application or any terms thereof without the written consent of the Bank.
- 19.10 If the debit currency is different from the remit currency, the Bank shall effect a currency exchange transaction at the Bank's prevailing exchange rate at or about the time the remittance application is processed by the Bank on the debit date unless a currency exchange rate has been pre-arranged and agreed between the Account Holder and the Bank for a remittance application, in which case the currency exchange transaction will be effected at such rate. A cancellation or other return of funds may involve a reverse currency conversion, and the Account Holder shall bear any related loss, charges, costs and expenses of any kind resulting from such currency conversion.
- 19.11 The Account Holder agrees and authorizes the Bank to debit upfront the remittance amount and any amount payable in connection with the remittance service from the Relevant Accounts with the Bank provided that all relevant information for this application has been received by the Bank before the Cut-off Times of the relevant business date. If all relevant information for this application has only been received by the Bank after the Cut-off Times of the relevant business date, the Bank will debit the remit amount from the Relevant Account on the next business day of the Bank. Due to any limitation that the debit account has to be debited before the value date, the Bank will not be responsible for any interest expense or loss as a result.
- 19.12 The Bank is entitled to reimbursement from the Account Holder for the expenses incurred by the Bank, its correspondents and agents. Additional overseas charges (including charges levied by the beneficiary bank and/ or correspondent banks) may be imposed by some overseas banks. These charges may be deducted from the remit amount depending on the practice of such banks and the beneficiary may as a result not be able to receive the remit amount in full, regardless of the payment instructions provided.
- 19.13 The Bank may charge the Account Holder additional fees or expenses for cancellation requests, returned remittances and other exceptional handling relating to the remittance application.
- 19.14 The remittance application is subject to the charges and at the rates published by the Bank from time to time. For the latest service charges of the Bank, please refer to the Bank's fee and charges table, which can be found at the Bank's website.
- 19.15 The Bank, its affiliates and payment intermediaries are subject to the laws, orders, requests and guidelines (collectively, the "Regulation") of various governmental, quasi-governmental and self-regulatory authorities (each an "authority") and also to the respective policies and procedures (collectively, the "Policy") adopted by the Bank and payment intermediaries relating to, without limitation: anti-money laundering; counter-terrorism financing; security; diplomatic, trade, financial, economic and other embargoes and sanctions; court orders; investigations; taxes; transaction review and monitoring; and reporting requirements. In seeking to comply with such Regulation and Policy, the Bank, its affiliates and/or payment intermediaries may (a) suspend, reject or block the remittance; (b) restrain, deduct, impound and/or turn over to an authority, the funds in respect of the remittance, including from the Account Holder's Relevant Accounts; (c) report the remittance, its details and those of Account Holder to one or more authorities; and (d) take or forbear from taking any other action. The Account Holder shall bear the risk of any delay and losses relating to any and all actions or forbearance from action. The Bank, its affiliates and payment intermediaries may not be permitted to disclose information relating to actions taken in respect of regulations or their policies, immediately or at any time.
- 19.16 The Bank may suspend or terminate the execution of the remittance as a result of any force majeure event, including, without limitation: (a) change in any regulation or in the interpretation or enforcement of any regulation; (b) act, order or request of any authority; (c) restriction or impending restriction on the availability, convertibility, credit or transferability of any currency; (d) failure or default of any payment intermediary; (e) malfunction of a computer system; (f) failure or default of a service provider or vendor to the Bank; (g) any failure in the transmission of, or miscommunication with respect to, the remittance instruction; or (h) any other event beyond the Bank's reasonable control. The Account Holder shall bear the risk of any delay and losses relating to a force majeure event.
- 19.17 The Bank shall not be liable to the Account Holder for any loss that the Account Holder may incur or otherwise suffer, however arising or described and whatever the legal basis of the liability in connection with the Bank's provision of the remittance service, unless the loss was caused by fraud, gross negligence or wilful misconduct on the Bank's part. The Bank shall not be liable for any indirect or consequential loss or loss of profit whether or not they were foreseeable. The Bank shall not be responsible for any loss the Account Holder may suffer or incur in connection with any act or omission of a payment intermediary. The Account Holder shall indemnify the Bank and/or its affiliates on demand against any and all losses that the Bank and/or its affiliates may incur or otherwise suffer in connection with the remittance service, except to the extent, with respect to the Bank and/or any affiliate, the losses resulted from fraud, gross negligence or wilful misconduct on its part.
- 19.18 The Bank reserves the right to determine effecting the transfer either by Clearing House Automated Transfer System (CHATS) (if the Beneficiary Bank is a registered Direct Participant of the local clearing in HKSAR) or by telegraphic transfer.
- 19.19 The Account Holder must provide the beneficiary bank's SWIFT code (BIC) and/or the beneficiary's account number in International Bank Account Number (IBAN) format. If this information is not given or is invalid or incorrect, the telegraphic transfer is liable to be rejected, returned and/or delayed, usually with charges imposed. The Bank accepts no responsibility for any loss or damage suffered by any person arising out of such rejection, return and/or delay.
- 19.20 Without prejudice to any provisions in these terms and conditions for remittance services, the Bank reserves the right not to accept or otherwise reject any remittance application with or without giving any reason. The Bank further reserves the right to delay or not to process any remittance application with or without notice for any reason, including but not limited to:
- if the Bank is of the opinion that:
 - the relevant information is not complete or has not been accurately or properly provided or is not sufficiently clear;
 - there are not sufficient available funds in the Debit Account; or
 - the processing of the remittance application may breach any applicable laws or regulations; or
 - for security reasons (including but not limited to where the fraud prevention or risk control measures or procedures of the Bank) which the Bank deems appropriate to adopt cannot be completed, fulfilled or satisfied.
20. The following provisions under this Clause 20 shall apply to services offered by the Bank to the Account Holder from time to time for depositing e-Cheques (the "e-Cheques Deposit Service"):-
- 20.1 For the purpose of the e-Cheques Deposit Services, the following expressions under this Clause 20, unless the context requires otherwise, shall have the following meanings:
- "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.
- "Deposit Channel" means any channel offered by the Bank from time to time for presentation 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 the Bank to Account Holders 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.
- "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.
- "Industry Rules and Procedures" means the rules and operating procedures governing the handling of e-Cheques developed and/or adopted by the Clearing House and the banking industry from time to time.
- "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 the Bank 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.
- 20.2 The Bank may provide e-Cheques Deposit Service at the Bank's discretion. If e-Cheques Deposit Service is provided by the Bank to an Account Holder, such Account Holder may deposit e-Cheques. In order to use the e-Cheques Deposit Service, such Account Holder shall provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the Clearing House respectively from time to time. Such Account Holder may also be required to sign forms and documents prescribed by the Bank from time to time.
- 20.3 e-Cheques Deposit Services allow the Account Holder and other persons to present e-Cheques (whether payable to the Account Holder and/or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Deposit Channel, in accordance with Clause 20.6 below.
- 20.4 The Bank may provide e-Cheques Deposit Service relating to e-Cheques that are issued in any currency specified by the Bank from time to time, including Hong Kong dollars, US dollars or Renminbi.
- 20.5 The Bank has the right to set or vary from time to time the terms and conditions for using the e-Cheques Deposit Service. The said terms and conditions may

- include the following (or any of them): (a) the service hours of the e-Cheques Deposit Service (including cut-off times for presenting e-Cheques); and (b) any fees and charges payable by the Account Holder for the e-Cheques Deposit Services.
- 20.6 The e-Cheques Deposit Service may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Bank's Deposit Channel.
- (a) The e-Cheque Drop Box Service is provided by the Clearing House. The Account Holder is bound by the e-Cheque Drop Box Terms in relation to the Account Holder's use of the e-Cheque Drop Box Service. The Account Holder is solely responsible for performing the Account Holder's obligations under the e-Cheque Drop Box Terms.
- (b) In order to use the e-Cheque Drop Box Service, the Account Holder is 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. The Account Holder is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is the Account Holder's same-name account or an account other than the Account Holder's same-name account. The Account Holder is responsible for the presentment of all e-Cheques by the Account Holder or any other person using the Account Holder's e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than the Account Holder's same-name account).
- (c) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but has no obligation to) provide reasonable assistance to the Account Holder. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Account Holder's request, the Bank may (but has no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Account Holder's e-Cheque Drop Box Account.
- (d) The Bank gives 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, the Account Holder bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which the Account Holder or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.
- 20.7 The Bank 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.
- 20.8 The Account Holder understands that the Bank 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 the Account Holder. Accordingly, the Bank is entitled to collect any e-Cheque payable to the Account Holder by presenting that e-Cheque to the Payer Bank in accordance with the rules and operating procedures governing the handling of e-Cheques adopted by the Clearing House and the banking industry from time to time 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.
- 20.9 Without reducing the effect of the provisions of the General Terms and Conditions and the provisions provided hereunder:
- (a) The Bank shall not be liable for loss, damage or expense of any kind which the Account Holder or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Deposit Service or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented by the Account Holder or any other person using the Deposit Channel provided by the Bank to the Account Holder, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of officers, employees or agents of the Bank;
- (b) in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Account Holder or any other person may incur or suffer arising from or in connection with the following (or any of them):
- (i) use of the e-Cheque Drop Box Service by the Account Holder or any other person, or the e-Cheque Drop Box Terms;
- (ii) the Account Holder's failure to comply with the Account Holder's obligations relating to the e-Cheques Deposit Service;
- (iii) presentment of any e-Cheque payable to the Account Holder in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
- (iv) 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 the Bank's reasonable control; and
- (c) in no event will the Bank be liable to the Account Holder or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.
- 20.10 The Account Holder accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Deposit Service and the services provided by the Clearing House respectively. The Account Holder accepts and agrees to bear the risks and the liabilities for depositing e-Cheques.
- 20.11 Without reducing the effect of the provisions of the General Terms and Conditions and the provisions provided hereunder or any other rights or remedies that the Bank may have, the Account Holder will indemnify the Bank and the Bank's 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 the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the e-Cheques Deposit Service or the Bank's use of the e-Cheques Deposit Service.
21. 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 the Bank's negligence or wilful default or that of officers, employees or agents of the Bank. The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.
22. The Bank shall not be liable for any loss or damage incurred or suffered by any person caused by any non-acceptance, rejection, delay or non-processing of any remittance application for any reason.
23. The following provisions under this Clause 23 shall apply to services offered by the Bank to the Account Holder for effecting or facilitating fund transfers using the Faster Payment System ("FPS"):-
- 23.1 The Bank may provide the FPS Bank Services to Account Holders to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The FPS Bank Services are therefore subject to the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time.
- 23.2 By requesting the Bank to register any Proxy ID for the Account Holder in the HKICL FPS or to set up any eDDA for the Account Holder using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL FPS, the Account Holder will be regarded as having accepted and will be bound by the provisions of this Part. The Account Holder should not request the Bank to register any Proxy ID or set up any eDDA for the Account Holder and should not initiate any payment or funds transfer using the HKICL FPS unless the Account Holder accepts the provisions of this Part.
- 23.3 The Bank may provide the FPS Bank Services at its own discretion to Account Holders who initiate any payment or fund transfer instructions. For the avoidance of doubt, the Bank reserves the right to determine effecting any payment or fund transfer instructions by Clearing House Automated Transfer System (CHATS) or by telegraphic transfer. The Account Holder will be informed that the payment or fund transfer will be made using the HKICL FPS before the Account Holder confirms the instruction. By confirming the instruction, the Account Holder will be regarded as having accepted and will be bound by the provisions of this Part. If the Account Holder does not accept the provisions of this Part, the Account Holder should cancel the instruction.
- 23.4 For the purpose of the FPS Service, the following expressions under this Clause 23, unless the context requires otherwise, shall have the following meanings:
- "Addressing Service"** means a service provided by HKICL as part of HKICL FPS to facilitate Account Holders of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS.
- "Account Holder"** means each Account Holder to whom the Bank provides FPS Bank Services and, where the context permits, includes any person authorized by the Account Holder to give instructions or requests to the Bank in connection with the use of the FPS Bank Services.
- "Default Account"** means the account maintained by the Account Holder with the Bank or any other Participant and set as the default account for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, guidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS.
- "eDDA"** means a direct debit authorization set up by electronic means using HKICL FPS.
- "eDDA Service"** means a service provided by HKICL as part of HKICL FPS to facilitate Account Holders of Participants to set up direct debit authorization.
- "FPS Bank Services"** means the services (including the QR Code Services) provided by the Bank to Account Holders from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.
- "FPS Identifier"** means a unique random number generated by HKICL FPS to be associated with the account of a Account Holder of a Participant.
- "HKICL"** means Hong Kong Interbank Clearing Limited and its successors and assigns.
- "HKICL FPS"** or "Faster Payment System" means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to the eDDA Service and the Addressing Service.
- "Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China.
- "Participant"** means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time.
- "Proxy ID"** means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of an Account Holder of a Participant, including without limitation the mobile phone number or email address of the Account Holder, or the FPS Identifier.
- "QR Code Services"** means the QR code and the associated payment and funds transfer services provided by the Bank to Account Holders from time to time.
- "Regulatory Requirement"** means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, the Bank or any other Participant or the respective affiliates or group companies, or the

- Account Holder is subject or is expected to comply with from time to time.
- 23.5 The Bank may provide the FPS Bank Services to Account Holders to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, the eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. The Bank has the right to set or vary from time to time the scope of the FPS Bank Services and the conditions and procedures for using the FPS Bank Services. In order to use the FPS Bank Services, the Account Holder has to accept and follow these conditions and procedures.
- 23.6 The Bank may provide the FPS Bank Services to facilitate payment and funds transfer in any currency specified by the Bank from time to time, including Hong Kong dollars and Renminbi.
- 23.7 In order to enable the Bank to handle an instruction for the Account Holder in relation to payment or funds transfer using HKICL FPS, the Account Holder has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time.
- 23.8 All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.
- 23.9 The Bank reserves the right to suspend or terminate the FPS Bank Services in whole or in part at any time without giving notice or reason.
- 23.10 In order to use the Addressing Service to receive payment or funds transfer using HKICL FPS, the Account Holder has to register the Account Holder's Proxy ID in the HKICL FPS. The Bank has discretion as to whether to offer the FPS Identifier as Proxy ID to the Account Holder.
- 23.11 Registration and amendment of Proxy ID and related records in the HKICL FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable the Bank to register or amend Proxy ID or any related records for the Account Holder, the Account Holder has to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by the Bank from time to time.
- 23.12 At any time where the same Proxy ID is registered by the Account Holder for more than one account (whether maintained with the Bank or with any other Participant), the Account Holder must set one account as the Default Account. By instructing the Bank to set or change the Default Account for the Account Holder, the Account Holder consents and authorizes the Bank to submit the request on the Account Holder's behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.
- 23.13 In order to enable the Bank to handle a request for the Account Holder in relation to eDDA setup, the Account Holder has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or Account Holder identification numbers or codes. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA.
- 23.14 The Account Holder can only register its/his/her own Proxy ID for its/his/her own accounts or set up eDDA for its/his/her own accounts. The Account Holder must be the present genuine owner or authorized user of each Proxy ID and each account provided to the Bank for registration in the Addressing Service and the eDDA Service. By instructing the Bank to register any Proxy ID or any account for the Account Holder in relation to the Faster Payment System, the Account Holder confirms that it/he/she is the present genuine owner or authorized user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled in Hong Kong.
- 23.15 Any Proxy ID to be registered by the Account Holder for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require the mobile phone number or email address to be registered as Proxy ID to be the same number or address registered by the Account Holder as contact information on the Bank's records at the relevant time. The Account Holder understands and agrees that the Bank, other Participants and HKICL have the right and discretion without giving notice to deregister any Proxy ID that is not correct or up-to-date in accordance with available information without the Account Holder's consent.
- 23.16 The Account Holder shall be solely responsible for the accuracy and completeness of all information (including any beneficiary account information) provided and that the Bank shall not be responsible for checking or verifying the same and the Bank shall not be liable for any losses or damages caused by any inaccuracies, omissions or incompleteness of any information provided by the Account Holder. Without prejudice to the generality of the foregoing, the Account Holder has to ensure that all the information provided by the Account Holder for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is correct, complete, up-to-date and not misleading. The Account Holder has to notify the Bank as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by the Bank from time to time. The Account Holder is fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. The Account Holder is solely liable for and will hold the Bank harmless from any incorrect payment or transfer effected by the Bank and HKICL FPS due to incorrect or outdated Proxy ID or related records.
- 23.17 The Account Holder is fully responsible for giving instructions and information changes or updates to the Bank on a timely basis for amending its/his/her Proxy ID (or related records) or any eDDA setup, including without limitation changing its/his/her Default Account, or terminating any Proxy ID or eDDA. The Account Holder acknowledges that keeping its/his/her Proxy ID, eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.
- 23.18 If an account is terminated as the Default Account by the Account Holder or by the relevant Participant for any reason (including suspension or termination of the account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the same Proxy ID to be the Default Account. If the Account Holder wishes to set another account as the Default Account, the Account Holder has to change the registration through the Participant where the Account Holder maintains that other account.
- 23.19 For any payment or funds transfer, once the Account Holder confirms the details of a transaction and submit instruction to the Bank, such instruction and any resulting transaction is final, irrevocable and binding on the Account Holder. For any Proxy ID registration or eDDA setup, once the Account Holder submits an instruction to the Bank, such instruction is irrevocable and binding on the Account Holder. The Account Holder may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by the Bank from time to time.
- 23.20 The Account Holder must use the FPS Bank Services in a responsible manner. In particular, the Account Holder has to comply with the following obligations:
- The Account Holder must comply with all Regulatory Requirements that govern the Account Holder's use of the FPS Bank Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. The Account Holder must not use the FPS Bank Services for any unlawful purposes or any purposes other than those authorized or contemplated in the rules, guidelines and procedures of HKICL.
 - In sending remarks or messages to be displayed to recipients or counterparties of the Account Holder's payment or funds transfer instructions or eDDA setup using HKICL FPS, the Account Holder should mask the name or other data of such recipients or counterparties to prevent unauthorized display or disclosure of any personal data or confidential data.
 - If the Bank offers the FPS Identifier as Proxy ID to the Account Holder, the Account Holder should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that the Account Holder desires.
- 23.21 Other obligations of the Account Holder regarding payments and funds transfer include the following:-
- in giving instructions to make payments or effect transactions, the Account Holder agrees to take reasonably practicable steps to safeguard the Account Holder's own interest, money and assets from fraud or other illegal activities. The Account Holder is responsible to check whether the payment recipient and the transaction are real and trustworthy in each case and exercise sound judgement. To help the Account Holder stay vigilant against frauds, scams and deceptions, the Bank will send risk alerts based on the risk, warnings, messages and indicators received by the Bank from the Faster Payment System or Hong Kong Police Force from time to time; and
 - any instruction given by the Account Holder in relation to the FPS Bank Services will be handled by the Bank in accordance with this Part and the applicable provisions in these Terms and Conditions. The Account Holder has to comply with the other obligations with respect to payments, funds transfers and direct debit authorizations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.
- 23.22 Where the Account Holder authorizes any other person to give instructions or requests to the Bank in connection with the use of the FPS Bank Services (whether the Account Holder is an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):
- the Account Holder is responsible for all the acts and omissions of each person authorized by the Account Holder;
 - any instruction or request received by the Bank, believed by the Bank in good faith to be given by the Account Holder or any person authorized by the Account Holder, will be irrevocable and binding on the Account Holder; and
 - the Account Holder is also responsible for ensuring that each person authorized by the Account Holder will comply with the provisions of this Part that are applicable to him/her when acting on behalf of the Account Holder.
- 23.23 The FPS Bank Services are subject to the charges and at the rates as prescribed by the Bank or any other Participants from time to time and the Account Holder is fully responsible for the same.
- 23.24 The Bank will process and submit the Account Holder's instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute the Account Holder's instructions and requests in such sequence or manner as HKICL considers appropriate. The Bank has no control over the operation of HKICL FPS nor the timing on which the Account Holder's instructions or requests are executed by HKICL FPS. Where the Bank receives status update notifications involving any of the Account Holder's Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, the Bank will notify the Account Holder accordingly by such means and at such time as the Bank considers appropriate.
- 23.25 Without reducing the effect of Clause 23.24 above or the provisions herein provided:-
- the Bank is not liable for loss, damage or expense of any kind which the Account Holder or any other person may incur or suffer arising from or in connection with the use of the FPS Bank Services or the processing or execution of instructions or requests given by the Account Holder in relation to the FPS Bank Services or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents;
 - for clarity, the Bank is not liable for loss, damage or expense of any kind which the Account Holder or any other person may incur or suffer arising from or

- in connection with one or more of the following:
- (i) the Account Holder's failure to comply with its/his/her obligations relating to the FPS Bank Services; and
 - (ii) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS or any functionality of the Faster Payment System, or arising from any circumstances beyond the Bank's reasonable control, including any delay or error relating to the risk warnings, messages and indicators about suspected frauds, scams or deceptions received by us from the Faster Payment System or Hong Kong Police Force; and
- (c) in no event will the Bank, its licensors, and its and their respective officers, employees and agents be liable to the Account Holder or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
- 23.26 Without prejudice to any provisions of this Clause 23 or any provisions herein provided, the Bank reserves the right not to accept or otherwise reject any instruction given by the Account Holder in relation to the FPS Bank Services with or without giving any reason. The Bank further reserves the right to delay or not to process any instruction given by the Account Holder in relation to the FPS Bank Services with or without notice for any reason, including but not limited to:
- (a) If the Bank is of the opinion that:
 - (i) the relevant information is not complete or has not been accurately or properly provided or is not sufficiently clear; or
 - (ii) there are not sufficient available funds in the Relevant Account for settling the relevant payment or funds transfer instructions from time to time; or
 - (iii) the processing of the relevant payment or funds transfer instructions may breach any applicable laws or regulations; or
 - (b) for security reasons (including but not limited to where the fraud prevention or risk control measures or procedures of the Bank which the Bank deems appropriate to adopt cannot be completed, fulfilled or satisfied).
- The Bank shall not be liable for any loss or damage incurred or suffered by any person caused by any non-acceptance, rejection, delay or non-processing of any instruction given by the Account Holder in relation to the FPS Bank Services for any reason.
- 23.27 Without reducing the effect of any indemnity given by the Account Holder under these Terms and Conditions or any other rights or remedies that the Bank may have, the Account Holder will indemnify the Bank and its 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 the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the FPS Bank Services or the Account Holder's use of the FPS Bank Services. The aforesaid 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 the Bank's negligence or wilful default or that of its officers, employees or agents. The above indemnity shall continue to have effect after the termination of the FPS Bank Services.
- 23.28 For the purposes of using the FPS Bank Services, the Account Holder may be required to provide the Bank with the personal data and other information relating to one or more of the following persons from time to time (a) the Account Holder; (b) the recipient of any payment or funds transfer to be made by the Account Holder, or the counterparty of any eDDA to be set up by the Account Holder; and (c) where the Account Holder is a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of its directors, officers, employees, authorized persons and representatives. All personal data and information provided to the Bank or compiled by the Bank from time to time in connection with the FPS Bank Services are collectively referred to as "Account Holder Information".
- 23.29 The Account Holder agrees (and, where applicable, for and on behalf of each of its directors, officers, employees, authorized persons and representatives) that the Bank may collect, use, process, retain or transfer any of the Account Holder Information for the purposes of the FPS Bank Services. These purposes include without limitation one or more of the following:
- (a) providing the FPS Bank Services to the Account Holder, maintaining and operating the FPS Bank Services;
 - (b) processing and executing the Account Holder's instructions and requests in relation to the FPS Bank Services from time to time;
 - (c) disclosing or transferring the Account Holder Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
 - (d) meeting the requirements to make disclosure under any Regulatory Requirements; and
 - (e) purposes relating to any of the above.
- 23.30 The Account Holder understands and agrees that the Account Holder Information may be further disclosed or transferred by HKICL, the Bank or any other Participants to their Account Holders and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Addressing Service and the eDDA Service.
- 23.31 If the Account Holder Information includes personal data or other information of any person other than the Account Holder (including any persons specified in Clause 23.28 above), the Account Holder confirms that it/he/she will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, the Bank and the other Participants as specified in this Clause.