

<<<<<匯款條款>>>>>

本條款適用於要求集友銀行有限公司(「銀行」)或使用銀行提供的電匯、中銀快匯、特快轉賬(RTGS/CHATS)(統稱「匯款服務」)的任何人士(「匯款人」)。

當匯款人要求銀行發出所列之匯款或使用銀行匯款服務即代表匯款人同意下列之條款。在不損害下列之一般性的原則下，匯款人確認，同意及接受銀行根據銀行之服務條款及資料政策通知及/或任何法律、規則、守則或指引、法庭命令或監管機構訂明之以下使用及披露填寫在申請書的資料及/或銀行不時收集有關匯款人之任何資訊，包括為符合法例及監管要求向銀行的代理行機構、中轉機構、結算機構、收款機構或其他人士披露匯款人之資料(例如：姓名，扣賬戶口號碼，居住地址，或在適用情況下其他個人資料或戶口詳情)。

1. 如匯款申請書中，資料不完整或不清晰，銀行有權不處理有關匯款。因此導致匯款未能處理或延誤，銀行毋須承擔任何責任。關於該等資料會用於甚麼目的及匯款人(只適用於個人的情況)對該等資料查詢的權利以及其他細則，請參閱銀行資料政策通告。

2. 銀行有絕對的權力委任其認為合適的在任何國家的任何一間或多於一間之代理行致使匯款付予收款人或就匯款或與匯款有關的其他事項通知收款人。銀行將不會由於該等代理行的 錯漏、疏忽、不為、延遲、清盤或結業而負上任何責任。銀行及任何代理行亦毋須就第三方、政府或監管機構、市場干擾或任何超出銀行或其代理行控制的事件或原因所引致的延遲或不能向收款人支付匯款、延遲就匯款通知收款人，或向收款人或任何銀行的代理行發出的任何文件、信件、電報的延遲或所造成的任何損失負責。銀行或任何銀行的代理行就匯款所採取的任何行動，如在善意及遵照適用的海外、內地或本地法律、習慣或條例而執行的話，將對匯款人具約束力，而銀行或任何銀行的代理行將不會因此而負上任何責任。

3. 銀行毋須將下列各項資料通知匯款人：

(a) 有關收款國當地法律或規例或當地監管機構所實施之外匯管制或其他限制，亦毋須因為該等管制及限制而引致的任何損失或延誤負上任何責任。匯款人應自行查詢有關之管制或限制；及

(b) 有關海外或內地代理行及清算銀行可能收取之費用。

4. 除另作說明外，銀行的代理行、中轉銀行、結算機構及/或收款銀行(統稱「代理銀行」)的一切費用將由收款人支付並從匯款金額中扣除。如匯款人要求由其支付有關費用，銀行會將此要求以串聯方式通知代理銀行。但收款人能否收取匯款全數，則受有關代理銀行的付款慣例限制，非銀行所能控制。此外，銀行有權收取匯款人所有因此引致代理銀行及其代理人之徵費及銀行的額外處理費用。

5. 除從一般賬戶提款外，銀行具有絕對的權力決定可接受用作支付匯款金額的信用卡種類。

如匯款人選擇以其中銀信用卡支付匯款金額，中銀信用卡(國際)有限公司將會收取信用卡匯款行政費；並從該信用卡賬戶記入匯款金額、所有相關費用(如適用)及信用卡匯款行政費。

6. 有關匯款之一切通訊，銀行可用文字或密碼發出；而銀行將不會由於任何電訊(或其部份的)遺失、遲到、錯誤、遺漏、納入與不納入、或毀壞或於接獲時由於銀行之任何代理行錯誤翻譯或理解該等通訊而負上任何責任。

7. 在銀行認為需要的情況下，銀行有權在申請書所指定地點以外不同地點支付匯款。

8. 若因香港銀行同業結算有限公司結算系統(「系統」)故障或匯款人所填寫的系統參與者並非系統的直接參與者，匯款人授權銀行在毋須事先通知匯款人的情況下選用匯款或其他銀行認為合適的方式將此筆款項交付予收款人賬戶，並同意該交易受相關條款管轄。

9. 在收款銀行或收款人實際收到匯款前，該等匯款可能要經過結算系統及/或收款當地的其他手續。

10. 如匯款需要在某個指定日期支付，匯款人需要在申請

書指明該日期為匯款的起息日，惟銀行有絕對的權力決定是否接受具有任何指定匯款起息日的申請，如銀行接受該申請的話，銀行將不會由於任何不能由銀行或其代理行控制的事件或原因，使收款人或收款銀行未能在指定之日收取匯款，所可能引致匯款人及/或收款人及/或任何其他人士的損失而負上任何責任，銀行亦毋須就收款銀行支付收款人的時間或其未能支付負責、亦毋須負責向收款銀行追討任何款項。如起息日與匯款申請批准或被認為批准為同一日，由於匯款可能受收款地區的截數時間所限制，故銀行並不保證收款銀行或收款人可以在匯款申請批准或被認為批准之同一日收到匯款。

11. 如銀行在其指定的截數時間後收到任何匯款的申請，銀行將視該等申請於後一個營業日接受。

12. 除非匯款人另有相反指示，匯款將以付款國之貨幣交付。

13. 當銀行接受了匯款的申請後除非得到銀行書面的同意，否則不可取消。在決定是否接受匯款人取消匯款申請的要求時，銀行可以考慮其是否已經接獲代理行已扣留及取消有關匯款的通知。假若銀行同意取消匯款，匯款人將受下列的條款及銀行附加的其他條款所約束：

(a) 匯款人需承擔銀行和/或其他代理行同意及/或考慮同意取消匯款而引致的任何費用及開支，而該等由銀行決定之費用及開支可從退回匯款人的款項中或從原先扣賬的銀行或中銀信用卡戶口扣除(視情況需要)；

(b) 退款的金額應按銀行在處理退款當時的買入價計算；

(c) 除非另已得到銀行同意，否則退款金額將存入原先扣賬的銀行或中銀信用卡戶口(視情況需要)；

(d) 信用卡匯款行政費(如適用)將不可退還。

14. 如匯款人要求客戶通知書以郵寄方式寄交匯款人，一切郵遞風險由匯款人承擔。

15. 銀行具有絕對的權利不接受賬戶結餘不足或有未收妥款項者的申請。

16. 銀行具有絕對的權力決定是否接受此申請。

17. 本條款須加上於且不限制銀行與匯款人之間的任何其他約定或條款。若本條款任何條文或部份失效，所有其他條文仍具有十足效力及作用。

18. 匯款人不可加入匯款付予收款人前需要符合的附帶條件，因銀行或收款銀行不能接受監察該等條件是否已獲遵從的責任。

19. 銀行可按其酌情權不時對本條款作出修改。所有預設匯款及約期指示將受處理匯款當時適用之條款所約束。

20. 本條款以中、英文書寫。如有任何不同之處，則以英文版為準。

<<<<<CONDITIONS FOR REMITTANCE>>>>>

These Conditions apply to any person (the “Remitter”) who has requested the Chiyu Banking Corporation Limited (the “Bank”) for use of, or made use of, the Bank’s remittance service, including Telegraphic Transfer, BOC Remittance Plus, or Express Transfer (RTGS/CHATS).

By requesting the Bank to make any remittance, or by using the Bank’s remittance service, the Remitter agrees to be bound by the following conditions. Without prejudice to the generality of the following conditions, the Remitter also acknowledges, agrees and accepts that the information supplied in the application form and/or any of information of the Remitter collected by the Bank from time to time may be used and disclosed in accordance with the Bank’s Conditions for Services and Data Policy Notice and/or under the requirements of any law, regulation, code or guideline, court order or any regulatory authority, including disclosing the Remitter’s information (e.g. name, debit account number, residential address, or other personal data or account details as appropriate) to the Bank’s correspondents, intermediary institutions, clearing institutions, the beneficiary institution or other persons for the purpose of meeting the legal and regulatory requirements.

1. The Bank reserves the right not to process the remittance if the Bank is of the opinion that the information given in the application form is incomplete or is not sufficiently clear. The Bank shall not be liable for any delay in processing the remittance or for its decision in not processing the same where any information given is, in the opinion of the Bank, incomplete or is not sufficiently clear. For details concerning the purposes for which the information supplied by the Remitter may be used and the Remitter’s right (applicable to individuals only) to request access to information, etc., please refer to the Bank’s Data Policy

Notice.

2. The Bank shall have the absolute and unfettered discretion to appoint any one or more correspondents in any countries as it may consider appropriate in advising the remittance to the Beneficiary or in effecting the remittance to the Beneficiary or in relation to any other matter in relation to the remittance. The Bank shall not be responsible for any error, neglect, default, delay, omission, insolvency or failure in business of any such correspondents. Neither the Bank nor the Bank’s correspondents shall be responsible for any delay in payment or non-payment of the remittance to the Beneficiary, in advising the remittance to the Beneficiary or in the transmission or delivery of any item, letter, telegram or cable to the Beneficiary or any of the Bank’s correspondents or be liable for any loss, in each case, caused by a third party, government or regulatory body, market disruption or any event or cause beyond the control of the Bank or any of the Bank’s correspondent. Any action process or other step taken by the Bank or any of the Bank’s correspondents in connection with the remittance, if in good faith and in conformity with applicable foreign, Mainland or domestic laws, customs or regulation, shall be binding on the Remitter and shall not place the Bank or any of the Bank’s correspondents under any liability to the Remitter.

3. The Bank is not responsible to advise the Remitter of:-

(a) any exchange control or other restriction which may be imposed by the laws or regulations of the country where payment of the remittance is to be effected (The Bank shall not be liable for any loss or delay arising from or in connection with such exchange control or restriction. The Remitter is advised to make his/her own enquiries about any exchange control or restriction); or

(b) any charges which may be imposed by overseas or Mainland correspondents and clearing bank.

4. All charges imposed by the Bank’s correspondents.

Intermediary Bank(s), clearing institution(s), and Beneficiary Bank (collectively “Correspondent Banks”) are for the account of the Beneficiary and deducted from the proceeds of the remittance unless specified otherwise. Where the Remitter has requested to pay such charges by itself, the Bank will communicate such request to the Correspondent Banks in a serial mode but whether the Beneficiary can receive the full amount of remittance will depend on the practice adopted by the Correspondent Banks, which is beyond the Bank’s control. The Bank is entitled to collect the related charges of Correspondent Banks and agents, plus extra handling charge of the Bank from the Remitter.

5. At its absolute discretion, the Bank may accept payment of the remittance amount by certain types of credit card instead of withdrawal from bank account. The Remitter hereby acknowledges that if the Remitter pays the remittance amount by the Remitter’s BOC Credit Card, BOC Credit Card (International) Limited will charge an administration fee of remittance by credit card, and debit to the BOC Credit Card account the remittance amount, all related charges (if applicable) and the administration fee.

6. The Bank may send message(s) relating to the remittance either in words or in cipher and shall not be liable for any loss, delay, error, omission, inclusion or exclusion, or mutilation which may occur in the transmission of the message, or any part thereof, or for any mistaken translation or misinterpretation of the message by any of the Bank’s correspondents.

7. The Bank may make payment of the remittance at a place different from that specified by the Remitter in the application form if the circumstances, in the Bank’s sole and absolute opinion, so require.

8. In the event of breakdown or malfunction of the Hong Kong Interbank Clearing Limited clearing system (“System”), or the participant indicated by the Remitter is not a Direct

Participant of the System, the Remitter authorizes the Bank to, without first notifying the Remitter, deposit the remittance amount to the account of the Beneficiary, via remittance or other means as the Bank thinks fit and further agrees that such transaction is governed by the relevant terms and conditions.

9. Payment of the remittance may need to go through the clearing system and/or certain local procedures of the country where the payment is to be made before the Beneficiary’s banker or the Beneficiary has actually received the payment of the remittance.

10. If payment of the remittance is to be completed on a particular date, the Remitter shall state such date as the value date on the application form, provided always that the Bank shall have the sole and unfettered discretion whether to accept any application with a stated value date and if it so accepts, the Bank shall not be liable for any loss or damage incurred by the Remitter and/or the Beneficiary and/or any other party if the payment is not received by the Beneficiary or the Beneficiary Bank on the stated value date by reason of any event or cause beyond the control of the Bank or any of the Bank’s correspondents, and nor shall the Bank be responsible as to when the Beneficiary Bank pays the Beneficiary or if it fails to do so, or to recover payment from it. In particular, if the value date is stated as the same day on which the application is accepted or deemed to be accepted, the Bank shall not warrant that the Beneficiary Bank or the Beneficiary will receive the remittance on the same day of the date of acceptance or deemed acceptance of the application as the remittance will be subject to, inter alia, the cut-off time relating to the geographical location of destination of the remittance.

11. If the application is accepted by the Bank at a time after the deadline stipulated by the Bank for the processing of outward remittances, the application shall be deemed to be accepted by the Bank on the next following business day of the Bank.

12. In the absence of any instructions of the Remitter to the contrary, payment of the remittance will be effected in the currency of the country to which the payment is actually made.

13. The application for the remittance, once accepted by the bank, may not be cancelled unless the Bank agrees in writing. In considering whether to accept any request by the Remitter for cancellation of the remittance, the Bank may take into account, inter alia, whether it has received satisfactory confirmation from its correspondents that the remittance has been duly withheld and cancelled. In case the Bank agrees to cancel the remittance, such agreement will always be subject to the following conditions and any other additional conditions as the Bank may impose:-

(a) The Remitter shall be liable for any costs and expenses incurred by the Bank and/or its correspondents in giving and/or considering to give effect to the cancellation and such costs and expenses, as conclusively determined by the Bank, shall be deducted from the amount to be refunded to the Remitter, or the account or BOC Credit Card account (as the case may be) from which the remittance amount was debited.

(b) The amount of refund shall be calculated at the Bank's current buying rate for the currency of the relevant remittance at the time of refund.

(c) Unless otherwise agreed by the Bank, the amount of refund shall be credited to the bank account or BOC Credit Card account (as the case may be) from which the related remittance amount was debited.

(d) Administration fee for remittance by credit card, if applicable, shall not be refunded.

14. Where the customer advice is to be sent to the Remitter by mail as instructed by the Remitter, it is sent at the sole risk of the Remitter.

15. The Bank has absolute discretion to refuse any application against insufficient funds or funds yet to be cleared in an account.

16. This application shall be subject to acceptance by the Bank at its absolute discretion.

17. The conditions herein contained shall be in addition to and shall not prejudice by other agreement(s) or terms and conditions between the Bank and the Remitter, if any provision or part of these conditions shall be invalid, all other provisions shall remain in full force and effect.

18. Remitter may not include conditions to be satisfied before payment can be released to the Beneficiary as neither the Bank nor Beneficiary Bank will accept responsibility for ensuring such conditions are satisfied.

19. The Bank may from time to time revise the conditions herein at its sole discretion. All scheduled remittances and standing instructions shall be subject to the conditions applicable at the time when such remittance or instruction is being processed.

20. The conditions herein contained are written in English and Chinese. In the case of conflict, the English version shall prevail.