



## 理财通北向服务条款及细则

### 1 适用范围

- 1.1 此等条款及细则（“**条款及细则**”）适用于理财通北向服务（定义见下文）的所有用户。客户（定义见下文）如使用理财通北向服务，即表示其同意受此等条款及细则约束。
- 1.2 受下文第 1.3 条的规限及于适用的情况下，以下各项（统称“**一般条款及细则**”）均适用于理财通北向服务及／或理财通北向人民币汇款账户（定义见下文）的使用：
- (a) 开户申请表（个人客户）；
  - (b) 服务条款；
  - (c) 零售银行服务一般说明；
  - (d) 关于以下的服务收费（“**服务收费**”）：
    - (i) 一般银行服务收费／贷款服务收费；及
    - (ii) 「集友理财」／「友盈理财」服务收费；
  - (e) 集友理财／友盈理财服务概览；
  - (f) 资料政策通告；
  - (g) 人民币业务附加说明；
  - (h) 规则：人民币相关账户；及
  - (i) 本行可能不时向客户提供的适用于理财通北向服务的其他条款及细则。
- 1.3 本条款及细则与一般条款及细则如有歧义，就理财通北向服务而言，概以本条款及细则为准。
- 1.4 本条款及细则的英文与中文版本的文义如有任何歧义，概以英文版本为准。

### 2 定义及诠释

- 2.1 除上下文另有规定外，本条款及细则内的词语及词汇概具有服务条款赋予其之含义。
- 2.2 除上下文另有规定外，本条款及细则内下述词语应当具有如下含义：

“**适用规定**”指由任何机关（无论是在香港或境外）颁布，本行、合作银行或客户预期不时就理财通北向服务及／或理财通北向人民币汇款账户而言应予遵守之任何法律、规则、法规、政策、诠释、指示、指引、公告、规定及其他监管文件（无论是否具有法律效力）。

“**权力机构**”包括对本行任何部分及理财通北向服务具有管辖权之任何本地或其他法域司法、行政、公共或监管机构、任何政府、证券或期货交易所、法院、中央银行或执法机构、金融服务供应商之自律或行业机构或协会，或任何上述权力机构之代理机构，包括但不限于中国人民银行、国家金融监督管理总局、中国证券监督管理委员会、国家外汇管理局、香港金融管理局及香港证券及期货事务监察委员会。

“**本行**”指集友银行有限公司（地址为香港中环德辅道中 78 号）及其继承人及受让人。在文义允许之情况下，包括本行委任作为其代名人或代理人以代表其履行理财通北向服务的任何人士。

“**合作银行**”指厦门国际银行或任何其他获本行就理财通北向服务按其独有及绝对酌情权接纳的符合适用规定的任何位于内地的银行。



“**客户**”指已获本行准许使用理财通北向服务及符合本行及适用规定不时订明的资格条件的本行客户。在文义允许之情况下，包括客户的代表及继任人。

“**合格产品**”指客户根据适用规定及合作银行不时订明的其他规定获准透过其内地投资账户在理财通北向服务下投资的任何理财产品。

“**集团**”指本行及其控股公司、以及本行及其控股公司各自的分行、附属公司、代表办事处及附属成员，不论其所在地。未免疑惑，“**集团成员**”应当包括厦门国际银行股份有限公司以及厦门国际银行股份有限公司之分行、附属公司、代表办事处及附属成员，不论其所在地。

“**香港**”指中华人民共和国香港特别行政区。

“**内地**”就本条款及细则而言，指中华人民共和国，不包含香港、中华人民共和国澳门特别行政区及台湾。

“**内地投资账户**”指客户将在合作银行以其个人名义开立的用于理财通北向服务的投资账户。

“**私隐政策**”指资料政策通告。

“**人民币**”指内地的法定货币人民币。

“**理财通北向服务**”指本行提供的理财通北向服务，根据该服务，客户可在内地投资账户与理财通北向人民币汇款账户之间汇划人民币资金。

“**理财通北向人民币汇款账户**”指以客户个人名义在本行开立的专门用于理财通北向服务（包括有关理财通北向服务的资金汇划）的人民币银行账户。

2.3 除上下文另有要求外：

- (a) 单数词的含义包括复数，反之亦然，单一性别的词语也包含所有性别；
- (b) 凡使用“包括”一词，均视作其后接“但不限于”；及
- (c) 对本条款及细则及一般条款及细则或任何其他协议或文件的提述应解释为对其不时经修订、更改或补充版本的提述。

2.4 除另行指明外，对条文的提述指对本条款及细则内条文的提述。

2.5 条文标题在解释本条款及细则时不应理会。



### 3 理财通北向服务的范围

- 3.1 理财通北向服务容许客户在适用规定的规限下，在理财通北向人民币汇款账户与内地投资账户之间汇划资金。
- 3.2 本行可按不时订明之条款及细则提供理财通北向服务。本行有权不时采取下列任何或全部行动而无须事先发出通知：
- (a) 推出新的服务或更改、暂停或撤销任何现有服务；
  - (b) 订明或更改理财通北向服务之范围，包括：
    - (i) 规定理财通北向服务项下可进行之转账、交易及买卖类别；及
    - (ii) 设置或更改使用理财通北向服务之限额；及
  - (c) 设置或更改理财通北向服务之营业日、服务时间及每日截止时间。
- 3.3 理财通北向人民币汇款账户仅可用于理财通北向服务，不得用于在本行开立及持有的银行账户可使用的任何其他用途或功能。

### 4 登记理财通北向服务

- 4.1 理财通北向服务仅提供予符合本行及适用规定不时订明之资格条件的个人。
- 4.2 客户须按照本行不时订明之程序及其他要求登记理财通北向服务，包括以下各项：
- (a) 在本行开立及持有专门用于理财通北向服务的理财通北向人民币汇款账户；
  - (b) 在一家合作银行开立及持有一个内地投资账户，指定该账户作为其内地投资账户，并将该账户与其理财通北向人民币汇款账户配对，就理财通北向服务与内地投资账户进行往来资金汇划；
  - (c) 遵循本行可能不时规定的程序及提供本行可能不时要求的信息及文件，包括本行为遵守适用规定而可能指明的信息及文件；及
  - (d) 确认阁下接受本条款及细则及一般条款及细则。
- 4.3 客户确认及同意：
- (a) 其符合本行及适用规定订明的资格条件；
  - (b) 其目前遵守且将持续遵守适用规定；
  - (c) 其仅可指定一个账户作为其内地投资账户与理财通北向人民币汇款账户配对进行往来资金汇划，未经本行同意，该内地投资账户不可更改；
  - (d) 其指定的内地投资账户为真实，属其个人所有；及
  - (e) 若内地投资账户被暂停、终止或以可能影响理财通北向服务的方式被更改，其将立即以书面形式通知本行。
- 4.4 即使客户已根据第 4 完成登记程序，本行仍保留权利，在本行合理地认为适宜的情况下拒绝客户登记理财通北向服务。

### 5 指示

- 5.1 客户的指示受适用规定及本行不时订明的其他规定约束。



- 5.2 本行有权指明客户就理财通北向服务给予本行指示的方式。客户不得授权任何第三方操作客户的理财通北向人民币汇款账户。本行仅会按照客户以本行可接受的方式给予的指示行事。
- 5.3 本行仅会在收到本行可能指明的所有必要指示、资金及文件后在实际可行的情况下尽快按照客户指示行事。未经本行同意，任何指示在本行受理后均不可撤回。
- 5.4 本行拥有独有及绝对酌情权接纳或拒绝由或代表客户发出的任何指示或订明接纳指示的任何条件而无须给予任何理由。
- 5.5 本行无须就因客户指示而对客户招致的任何损失承担责任。

## **6 资金转账及汇划**

- 6.1 进出理财通北向人民币汇款账户的所有款项均须遵守本条款及细则、适用规定以及本行不时规定的其他要求。
- 6.2 客户的理财通北向人民币汇款账户仅可通过将该账户与客户的内地投资账户配对专门用于客户的理财通北向服务。
- 6.3 受限于适用规定下的任何适用总额度和单个投资者额度及本行可能不时订明的其他规定，客户仅可为理财通北向服务目的，通过将理财通北向人民币汇款账户与内地投资账户相互配对的方式在闭环机制下执行理财通北向服务下的人民币跨境汇划。
- 6.4 客户不得为任何其他目的进行跨境汇划。
- 6.5 受限于转账种类和指示方式，本行一般在营业时间内根据指示将资金从客户的账户转出。客户可向本行索取有关该等转账详情的信息。
- 6.6 本行保留权利决定是否透过人民币跨境支付系统（CIPS）或适用规定准许的任何其他方式进行转账及汇划。

## **7 货币兑换**

- 7.1 客户可指示本行就其于理财通北向人民币汇款账户内的款额进行货币兑换。
- 7.2 本行可于任何时间在理财通北向服务下或根据适用规定进行本行合理地认为适宜的货币兑换。
- 7.3 客户确认其授权银行进行理财通北向服务下任何交易结算的货币兑换，并同意弥偿本行任何货币兑换所产生的任何不足之数。
- 7.4 本行将按本行订明的汇率（本行可不时未经事先通知客户而更改）进行货币兑换。

## **8 客户资料**

- 8.1 本第8条补充但不限制本行根据私隐政策使用、处理及披露客户资料的权利。
- 8.2 客户同意本行不时向其传达的私隐政策适用于客户就理财通北向服务提供（无论向本行或合作银行提供）的所有资料（例如跨境汇划的历史或记录）。
- 8.3 客户同意本行可为理财通北向服务的目的按下列方式披露有关其理财通北向人民币汇款账户的资料，并将该等资料转移往香港境外的地区：
  - (a) 向开立客户内地投资账户的合作银行披露；
  - (b) 向本行的集团公司及其服务供应商披露；



- (c) 為遵守適用規定（例如符合適用規定訂明的任何總額度或单个投資者額度及／或其他法律或監管規定），向任何權力機構（例如中國人民銀行）披露；及
- (d) 為私隱政策訂明的用途，向私隱政策允許的其他人士披露。

8.4 客戶同意本行可於本行合理地認為屬合適的期間內保留，並於當地或中國大陸儲存其資料，以遵守適用規定。

## 9 客戶確認及承諾

客戶確認及承諾：

- (a) 其使用理財通北向服務時將遵守本條款及細則、一般條款及細則和適用規定（可不时未經事先通知客戶而更改）；
- (b) 其知曉，儘管一般條款及細則任何規定，理財通北向人民幣匯款賬戶仍僅限用於理財通北向服務，並不得用於在本行開立及持有銀行賬戶可使用的任何其他用途或功能；
- (c) 其知曉，其不得為了任何其他人士的利益，在其從理財通北向人民幣匯款賬戶收到的存放於內地投資賬戶的資金（包括任何應計的活期孳息）、理財通北向服務項下購買的合資格產品以及該等合資格產品產生的任何投資收益（或其任何部分）之上創設任何押記、留置權或其他擔保權益或產權負擔或申索；
- (d) 其不得以任何非法或違反任何適用規定的方式或以任何違反或侵害本行權利或任何第三者權利的方式使用理財通北向服務；
- (e) 其知曉及已評估與理財通北向服務有關的風險（包括但不限於附錄一所載風險），並願意承擔該等風險；
- (f) 其知曉人民幣現時不可自由兌換，而人民幣的兌換受限於適用規定。理財通北向服務的實際安排取決於有關時間當時的適用規定；
- (g) 其知曉，理財通北向人民幣匯款賬戶是在香港於本行開立並持有，並與其內地投資賬戶配對，用於理財通北向服務項下的跨境匯款，而內地投資賬戶則是在中國內地的合作銀行開立並持有，用於投資中國內地的合資格產品；
- (h) 其知曉，本條款及細則及一般條款及細則是本行與其就理財通北向服務下的理財通北向人民幣匯款賬戶所達成的協議。內地投資賬戶的操作須遵守合作銀行所規定適用該賬戶的條款及細則。客戶了解使用內地投資賬戶的相關條款和風險；
- (i) 其知曉，合作銀行於內地註冊成立，並非《銀行業條例》（香港法例第 155 章）所定義的香港認可機構，不受香港金融管理局監管。合作銀行不得在香港開展任何銀行業務或接受存款業務。在合作銀行持有的任何存款不受香港的存款保障計劃保障。客戶在理財通北向服務下的內地投資賬戶進行的交易將受中國大陸有關當局制定的適用規定所保障。其了解中國大陸理財產品市場交易的相關規則與流程，並會在作出投資決定前先考慮自身狀況；
- (j) 其知曉，自理財通北向人民幣匯款賬戶跨境匯划人民幣至內地投資賬戶須遵守適用規定所施加的任何總額度及单个投資者額度以及本行不時訂明的其他規定；
- (k) 除理財通北向人民幣匯款賬戶及內地投資賬戶外，其在香港或中國內地的其他銀行並無持有任何用於理財通北向服務的其他賬戶；
- (l) 其知曉，若其同時於任何香港持牌法團持有用於理財通北向服務的賬戶，其投資者個人額度將根據適用規定及本行可能不時訂明的其他規定在本行與該持牌法團之間分配。其承諾：





- (i) 若其于香港持牌法团开立用于理财通北向服务的账户，及／或其于持牌法团持有的有关账户出现任何状态变化，以至于可能对分配予本行的投资者个人额度造成影响，其将立即通知本行；及
- (ii) 在其于香港持牌法团开立用于理财通北向服务的账户时，其将按照本行不时修订的要求采取行动，使本行能够遵守适用规定（包括但不限于涉及其投资者个人额度的规定）。此等行动包括（但不限于）处置客户内地投资账户中持有的部分合格产品，并将资金汇回理财通北向人民币汇款账户，以降低投资者个人额度的使用额，从而符合适用规定。客户亦理解其应承担因采取该等行动而产生的任何交易成本、费用或收费；
- (m) 理财通北向服务下的所有转账及汇划均须遵守适用规定及本行不时订明的其他规定。若客户违反任何适用规定（例如将理财通北向人民币汇款账户内资金错误转账至违反适用规定的账户），客户承诺采取本行可能规定的有关措施（包括将资金存入理财通北向人民币汇款账户）纠正此类违反行为，以符合适用规定；
- (n) 其知晓，若本行合理认为客户违反或可能违反任何适用规定，本行将立即向有关权力机构提交报告，并采取有关权力机构要求的进一步行动，包括但不限于暂停或终止客户使用理财通北向服务及／或理财通北向人民币汇款账户；
- (o) 其对理财通北向服务所产生的一切费用、开支及税项承担全部责任，并同意按要求就本行可能因理财通北向服务而产生的所有费用、开支及税项向本行作出弥偿。客户进一步同意，本行概不就建议或处理与理财通北向服务有关的任何税务问题承担任何责任，本行亦不会就税务问题提供任何服务或协助；
- (p) 客户提供的所有有关理财通北向服务的信息为，并应持续为真实、准确、正确及完整；
- (q) 其将向本行提供本行可能不时合理要求的有关信息及文件，以核实客户的身份及提供理财通北向服务；及
- (r) 本行可以与合作银行联系，并依靠合作银行提供的信息，核实客户的身份和内地投资账户及提供理财通北向服务。本行有权假设有关信息为，并持续为真实、准确、正确及完整。

## 10 费用及开支

- 10.1 本行有权不时规定应就理财通北向服务支付的费用及收费，但须按照适用规定发出通知。若客户在生效日期后继续在本行持有理财通北向人民币汇款账户，有关费用及收费对客户具有约束力。通知可以展示、广告或本行认为适合的其他方式发出。本行可应要求提供其目前规定的费用及开支表。
- 10.2 本行因提供理财通北向服务（包括强制执行本行在本条款及细则以及一般条款及细则下的任何权利及（如适用）以本行为受益人创设的任何担保）而合理招致的所有合理开支金额（法律或其他开支）概由客户承担。

## 11 通讯

- 11.1 本行有权不时就理财通北向服务订明发出通知的形式（不论为书面或任何其他形式）和沟通方式。
- 11.2 以专人送递、邮寄、传真、电传、互联网、电邮或手机短信方式发出之通讯视作于下列时间已送达客户：
  - (a) 若以专人送递，于专人送递之时或将有有关通讯送达本行最后登记的地址之时；



- (b) 若以郵遞方式寄送，于寄出 48 小时后（如地址在香港境內）或七天后（如地址在香港境外）；或
- (c) 若以傳真、電傳、互聯網、電郵或手機短信方式發出，則于按照在本行最后登記的傳真或電傳號碼、電郵地址或流動電話號碼發出或傳送之日。

就送交予客戶或交付予其授權代表的通訊而言，送遞風險概由客戶承擔。

- 11.3 除非本行另行規定其他通知方式或通訊模式，否則客戶向本行發出的一切通訊須以書面形式作出，并送至理財通北向人民幣匯款賬戶的分行辦事處。有關通訊以本行實際收到通訊之日視作已送達本行。

## 12 本條款及細則的修訂

- 12.1 除本條款及細則另有規定外，

- (a) 本行可隨時及不時修訂本條款及細則及／或引入額外條款及條件；及
- (b) 本條款及細則的任何修訂及／或增補、本條款及細則下訂明的任何項目以及任何其他信息，須待本行根據適用規定發出通知后生效，如客戶在生效日期后繼續于本行持有理財通北向人民幣匯款賬戶，有關通知事項將對客戶具有約束力。

- 12.2 通知（無論是電子形式還是印刷形式）可以展示、廣告或本行認為適合的其他方式發出。有關本條款及細則的任何修訂將於通知中列明的日期生效。

## 13 責任限制及彌償

- 13.1 在適用規定許可的範圍內，本行無須就客戶或任何第三方因使用理財通北向服務而產生或与之相關的任何損失承擔責任。

- 13.2 在任何情況下，本行無須就使用理財通北向服務所產生或与之相關的任何利潤或利息損失、間接或相應而生的損失對客戶或任何其他人士承擔責任。

- 13.3 在適用規定許可的範圍內，客戶須就本行、合作銀行及／或其各自的代理、高級職員及／或雇員由于以下各項而可能提起或被提起或与以下各項有關的所有訴訟、法律程序及申索，以及由于以下各項而可能招致或蒙受或与以下各項有關的所有損失、損害及合理費用及開支對本行、合作銀行及／或其各自的代理、高級職員及／或雇員作出彌償及賠償：

- (a) 客戶使用理財通北向服務；
- (b) 本行保留或強制執行其權利或行使本行在本條款及細則以及一般條款及細則下的權力；及
- (c) 客戶違反本條款及細則以及一般條款及細則任何條文，

除非有關訴訟、法律程序、申索、損失、損害或款項證實完全由于本行疏忽或故意違責所直接造成則除外。

- 13.4 本第 13 條的應用不應損害适用于理財通北向服務的任何條款及細則的一般性。

## 14 暫停及終止

- 14.1 在適用規定許可的範圍內，本行可隨時向客戶發出最少 30 日事先書面通知暫停或終止客戶對理財通北向服務及／或理財通北向人民幣匯款賬戶的使用。



- 14.2 在不損害第 14.1 條的一般性原則下，若出現下列情況，本行可隨時在未經通知客戶的情況下立即暫停或終止客戶對理財通北向服務及／或理財通北向人民幣匯款賬戶的使用：
- (a) 客戶的內地投資賬戶被暫停或終止；
  - (b) 本行合理地認為客戶違反或可能違反本條款及細則、一般條款及細則或任何適用規定；
  - (c) 由於適用規定變更，本行提供理財通北向服務成為或將成為不合法或不切實可行；
  - (d) 客戶將本行或其集團公司置於在法律、法規、法院命令或任何權力機構的協議或指引外行事的位置；或
  - (e) 本行合理認為，若本行不暫停或終止客戶對理財通北向服務的使用，可能會使本行或其集團成員受到任何權力機構的起訴或譴責。
- 14.3 在遵守下文第 14.4 條訂明的程序的情況下，客戶可給予本行最少 30 日的事先書面通知隨時終止理財通北向服務及／或理財通北向人民幣匯款賬戶。
- 14.4 為終止理財通北向服務及／或理財通北向人民幣匯款賬戶，客戶必須採取本行合理要求的行動，包括向本行提供獲本行信納的證明文件證明：
- (a) 已處置、出售或終止在理財通北向服務下購買的所有合資格產品；及
  - (b) 已將內地投資賬戶內的所有資金匯划至理財通北向人民幣匯款賬戶。
- 14.5 理財通北向服務及／或理財通北向人民幣匯款賬戶將於本行厘定的日期起終止。客戶應確保在理財通北向人民幣匯款賬戶終止之日前至少 30 日，理財通北向人民幣匯款賬戶中已无任何剩餘資金。
- 14.6 本行無須就因理財通北向服務及／或理財通北向人民幣匯款賬戶的暫停或終止所導致的任何損失承擔責任（包括來自合資格產品及由合資格產品發行人提供的任何權利、利益或權益）。
- 14.7 暫停或終止理財通北向服務及／或理財通北向人民幣匯款賬戶後，客戶仍須就其於暫停或終止前應履行的義務及責任負責。本條款及細則中屬持續性質的條款，於有關暫停或終止後將仍然有效，包括本行的免責聲明、責任的限制以及客戶以本行為受益人作出的彌償保證。

## 15 可分割性

若本條款及細則的任何條文於任何時候因任何司法管轄區的適用法律的任何方面而成為不合法、無效或不能強制執行，有關不合法、無效或不可強制執行概不影响任何其他條款及細則的有效性。

## 16 豁免

本行的任何行動、延遲或遺漏均不應影响其於本條款及細則下的權利、權力及救濟，亦不應影响任何該等權利、權力及救濟的進一步行使或其他行使。本行於本條款及細則下的權利及救濟屬累積性質，並不排除法律規定的該等權利及救濟。

## 17 无第三者權利

除客戶、本行及合作銀行以外的任何人士概无權利按《合約（第三者權利）條例》（香港法例第 623 章）強制執行本條款及細則任何的條文，或享有本條款及細則任何條文的利益。





## 18 转让

- 18.1 未经本行事先书面同意，客户不应转让任何由本条款及细则设立的权益或权利。
- 18.2 在适用规定的规限下，本行可随时转让任何由本条款及细则设立的权益或权利而无须取得客户同意。

## 19 管辖法律及司法管辖权

本条款及细则受香港法律管辖并按照香港法律解释。客户愿受香港法院的非专属司法管辖权管辖。



## 20 投诉

20.1 若客户不满意理财通北向服务，客户可透过下列渠道联系本行：

- (a) 亲临本行的任何分行；
- (b) 填妥客户意见表格并将其：
  - (i) 亲身交还本行的任何分行；
  - (ii) 以邮递方式寄往本行（地址为香港中环德辅道中 78 号）；或
  - (iii) 以传真方式传送至 (852) 2802 9698；
- (c) 向本行发送电子邮件（[chiyu@chiyubank.com](mailto:chiyu@chiyubank.com)）；或
- (d) 致电优质服务热线 (852) 2232 3304。

20.2 本行将在收到客户意见后 30 日内及时跟进及处理。本行在处理客户投诉时将考虑其资料政策通告，以保护客户的隐私。



## 附录一 风险披露声明

本附录描述根据本行目前对适用规定的了解，有关使用理财通北向人民币汇款账户及理财通北向服务的主要风险因素。本附录并非详尽列明亦无意揭示有关理财通北向服务的所有风险或其他重要内容。客户应确保在登记理财通北向服务前，已知晓并理解理财通北向服务的风险及性质。客户应审慎考虑并于必要时咨询本身的专业顾问。

除本附录另有界定外，本附录所用词汇与理财通北向服务条款及细则所界定者具同含义。

### 1 遵守适用规定

使用理财通北向服务须遵守所有适用规定，包括中国内地权力机构颁布的法律和法规。适用规定可能不时更改。适用规定的任何更改均可能对理财通北向服务下理财通北向人民币汇款账户的使用或操作（例如对理财通北向服务的使用施加限制或暂停其使用）构成不利影响。

为遵守适用规定，本行可更改理财通北向服务下理财通北向人民币汇款账户的范围或暂停或终止理财通北向人民币汇款账户而无需事先通知客户。本行无须就客户或任何第三方因使用理财通北向服务项下理财通北向人民币汇款账户所产生或蒙受的或与之有关的任何损失承担责任。

### 2 指定内地投资账户

理财通北向人民币汇款账户仅限于将该账户与客户的内地投资账户配对作理财通北向服务之用，并且不可用于在本行开立及维持的银行账户可使用的任何其他用途或功能。

客户必须遵循本行不时订明的程序及规定，包括提供有关客户的内地投资账户的资料。客户仅可指定一个内地投资账户，未经本行同意，该账户一经指定不得更改。内地投资账户必须在合作银行开立及维持。内地投资账户的操作受限于合作银行适用于该账户的条款及条件。客户应知晓并理解有关操作内地投资账户的条款及风险。

此外，客户应知晓，合作银行于内地注册成立，并非《银行业条例》（香港法例第 155 章）所定义的香港认可机构，不受香港金融管理局监管。合作银行不得在香港开展任何银行业务或接受存款业务。在合作银行持有的任何存款不受香港的存款保障计划保障。客户在理财通北向服务下的内地投资账户进行的交易将受中国大陆有关当局制定的适用规定所保障。客户应了解中国大陆理财产品市场交易的相关规则与流程，并在作出投资决定前先考虑自身状况。

### 3 资金转账及汇划限制

理财通北向服务项下的所有资金转账及汇划均受适用规定及本行不时订明的其他规定约束及规范。客户仅可透过将其理财通北向人民币汇款账户与其内地投资账户相互配对，在闭环机制下进行仅作理财通北向服务用途的跨境人民币资金汇划，并受限于适用规定订明的任何适用的总额度及单个投资者额度及／或本行不时订明的其他规定。换言之，如果超出适用的总额度或单个投资者额度，客户将无法进行跨境人民币资金汇划。本行不接受作任何其他用途的跨境汇划。

此外，本行一般于办公时间内按客户指示将资金从客户账户转出，此须视乎转账类别及指示方式而定。本行保留权利在合理地认为适合的情况下拒绝客户的理财通北向服务指示。并无保证客户指示可及时成功处理或获得处理。若客户的指示被拒绝或未能及时处理，则客户可能须承担流动资金风险。

### 4 人民币汇率风险

人民币须接受中国内地中央政府施加的外汇管制及限制。人民币兑换可能会就颁布额外规则、法规及限制。客户在发出人民币兑换的指示前，应采取合理步骤查询最新情况及详情。



人民币汇率不时变动。并无保证人民币不会贬值。在中国内地以外的地方买卖的人民币（“离岸人民币”），其汇率将受（其中包括）中国内地中央政府不时实施的外汇管制影响。客户将须承受汇兑费用（即离岸人民币的买卖差价），并承受任何货币兑换的汇率波动风险。

## 5 外汇风险

客户在理财通北向服务下仅可以人民币进行跨境资金汇划。客户可能需要为理财通北向服务将其他外币兑换为人民币。客户将须承受汇率风险。

## 6 资料披露

客户使用理财通北向服务下的理财通北向人民币汇款账户时，客户同意及赞成私隐政策载列的披露事项。

本行可为理财通北向服务的目的按下列方式提供或披露有关客户的理财通北向人民币汇款账户的资料（包括个人资料及理财通北向服务下交易的类型及价值），并将该等资料转移往香港境外的地区：

- (a) 向开立客户内地投资账户的合作银行提供或披露；
- (b) 向本行的集团公司及其服务供应商提供或披露；
- (c) 为遵守适用规定（例如根据适用规定符合任何总额度及单个投资者额度及／或其他法律或监管规定），向任何权力机构（例如中国人民银行）提供或披露；及
- (d) 为私隐政策订明的用途，向私隐政策允许的其他人士提供或披露。

## 7 理财通北向服务渠道及营运时间

本行可绝对酌情决定及更改理财通北向服务的服务渠道及营运时间。

## 8 暂停或终止理财通北向人民币汇款账户及／或理财通北向服务

经给予客户不少于 30 日事先书面通知后，本行可于任何时间暂停或终止客户使用理财通北向人民币汇款账户及／或理财通北向服务。若出现下列情况，本行可随时在未经通知客户的情况下立即暂停或终止客户对理财通北向人民币汇款账户及／或理财通北向服务的使用：

- (a) 内地投资账户被暂停或终止；
- (b) 本行合理地认为客户违反或可能违反本条款及细则、一般条款及细则或任何适用规定；
- (c) 由于适用规定变更，本行提供理财通北向服务成为或将成为不合法或不切实可行；
- (d) 客户将本行或其集团公司置于在法律、法规、法院命令或任何权力机构的协议或指引外行事的位置；或
- (e) 本行合理认为，若本行不暂停或终止客户对理财通北向服务的使用，可能会使本行或其集团公司受到任何权力机构的起诉或谴责。

如需终止理财通北向服务及／或理财通北向人民币汇款账户，客户须采取本行可能要求的步骤，包括：

- (i) 处置、出售或终止透过理财通北向服务购买的所有合资格产品；及
- (ii) 将内地投资账户内的所有资金汇划至理财通北向人民币汇款账户。

理财通北向服务及／或理财通北向人民币汇款账户的终止将于本行厘定的日期起生效。客户应确保在理财通北向人民币汇款账户终止日期不少于 30 日前于理财通北向人民币汇款账户内并无剩余资金。



## 9 税务

客户须承担与理财通北向服务下进行交易的任何有关税项，并同意按要求就客户持有或买卖的任何合资格产品可能招致的所有税项向本行作出弥偿保证。本行概不就理财通北向服务的任何有关税务问题、负债及／或责任的咨询或处理承担责任，亦不会就此提供任何服务或协助。在订立理财通北向服务下的交易前，强烈建议客户就可能的税务后果取得独立税务意见。





## TERMS AND CONDITIONS FOR NORTHBOUND WEALTH MANAGEMENT CONNECT SERVICE

### 1 Applicability

- 1.1 These terms and conditions (“**T&Cs**”) apply to all users of the WMC Northbound Service (as defined below). By using the WMC Northbound Service, the Customer (as defined below) agrees to be bound by these T&Cs.
- 1.2 Subject to Clause 1.3 below and to the extent applicable, each of the following (collectively the “**General T&Cs**”) shall apply to the use of the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account (as defined below):
- (a) Account Opening Application Form (Personal Customers);
  - (b) Conditions for Services;
  - (c) General Information;
  - (d) Service Charges (“**Service Charges**”) in relation to:
    - (i) General Banking Services / Loan Services; and
    - (ii) Wealth Management / YuSmart;
  - (e) Wealth Management / YuSmart Service Guide;
  - (f) Data Policy Notice;
  - (g) Supplemental Information on Renminbi Services;
  - (h) Rule: Renminbi related accounts; and
  - (i) other terms and conditions applicable to the WMC Northbound Service that may be provided by the Bank to the Customer from time to time.
- 1.3 In case of any inconsistency between these T&Cs and the General T&Cs, these T&Cs shall prevail for the purpose of the WMC Northbound Service.
- 1.4 In case of any inconsistency between the English and Chinese versions of these T&Cs, the English version shall prevail.

### 2 Definitions and interpretation

- 2.1 Unless the context otherwise requires, terms and expressions appearing in these T&Cs shall have the same meanings given to them in the Conditions for Services.
- 2.2 Unless the context otherwise requires, the following terms shall have the following meanings in these T&Cs:

“**Applicable Requirements**” mean any laws, rules, regulations, policies, interpretations, directions, guidelines, announcements, requirements and other regulatory documents (whether or not having the force of law) issued by any Authority, whether in or outside Hong Kong, with which the Bank, the Cooperating Bank or the Customer is expected to comply from time to time for the purpose of the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account.

“**Authority**” includes any local or foreign judicial, administrative, public or regulatory body, any government, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their



agents with jurisdiction over any part of the Bank and the WMC Northbound Service, including but not limited to the People's Bank of China, the National Administration of Financial Regulation, the China Securities Regulatory Commission, the State Administration of Foreign Exchange, the Hong Kong Monetary Authority and the Hong Kong Securities and Futures Commission.

**"Bank"** means Chiyu Banking Corporation Limited of 78 Des Voeux Road Central, Central, Hong Kong and its successors and assigns and, where the context permits, includes any person appointed by the Bank as its nominee or agent to perform the WMC Northbound Service on its behalf.

**"Cooperating Bank"** means Xiamen International Bank Co., Ltd. or any other bank in Mainland China which complies with the Applicable Requirements and is accepted by the Bank in respect of the WMC Northbound Service at its sole and absolute discretion.

**"Customer"** means a customer of the Bank who meets the eligibility requirements prescribed by the Bank and the Applicable Requirements from time to time and has been accepted by the Bank to use the WMC Northbound Service and, where the context permits, includes each of his or her representatives and successors.

**"Eligible Product"** means any wealth management products which are permitted for investment by the Customer under the WMC Northbound Service via his Mainland Investment Account according to the Applicable Requirements and other requirements as the Cooperating Bank may specify from time to time.

**"Group"** means the Bank and its holding companies, and each of its and holding companies' branches, subsidiaries, representative offices and affiliates, wherever situated. For the avoidance of doubt, **"Group members"** should also include Xiamen International Bank Co., Ltd. and its branches, subsidiaries, representative offices and affiliates, wherever situated.

**"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China.

**"Mainland China"** means, for the purposes of these T&Cs, the People's Republic of China other than Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan.

**"Mainland Investment Account"** means an investment account to be opened by a Customer with the Cooperating Bank in his or her sole name, for the WMC Northbound Service.

**"Privacy Policy"** means the Data Policy Notice.

**"RMB"** means Renminbi, the lawful currency of Mainland China.

**"WMC Northbound Service"** means the Northbound Wealth Management Connect service provided by the Bank under which a Customer can remit funds in RMB between the Mainland Investment Account and the WMC Northbound RMB Remittance Account.

**"WMC Northbound RMB Remittance Account"** means a RMB bank account to be opened by a Customer with the Bank in his or her sole name, for the sole purpose of the WMC Northbound Service, including fund remittance in relation to the WMC Northbound Service.

2.3 Unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa, and words importing a gender include every gender;
- (b) whenever the word "including" is used, it is deemed to be followed by the words "without limitation"; and



- (c) references to these T&Cs and the General T&Cs or any other agreement or document shall be construed as references to the same as amended, varied or supplemented from time to time.

2.4 Unless otherwise stated, reference to a Clause means the clause in these T&Cs.

2.5 Clause headings shall be ignored in the interpretation of these T&Cs.

### **3 Scope of the WMC Northbound Service**

3.1 The WMC Northbound Service enables the Customer to remit funds between the WMC Northbound RMB Remittance Account and the Mainland Investment Account, subject to the Applicable Requirements.

3.2 The Bank may offer the WMC Northbound Service on such terms and conditions as the Bank may specify from time to time. The Bank has the right to take any or all of the following actions from time to time without prior notice:

- (a) introducing new services, or vary, suspend or withdraw any existing services;
- (b) specifying or varying the scope of the WMC Northbound Service, including:
  - (i) prescribing the types of transfer, transaction and dealing which may be conducted under the WMC Northbound Service; and
  - (ii) setting or varying limits relating to the use of the WMC Northbound Service; and
- (c) setting or varying the business days, service hours and daily cut-off time for the WMC Northbound Service.

3.3 The WMC Northbound RMB Remittance Account can only be used strictly for the sole purpose of the WMC Northbound Service and cannot be used for any other purposes or functions which may otherwise be available in respect of a bank account opened and maintained with the Bank.

### **4 Subscription to the WMC Northbound Service**

4.1 The WMC Northbound Service is available only to an individual who meets the eligibility requirements prescribed by the Bank and the Applicable Requirements from time to time.

4.2 To subscribe to the WMC Northbound Service, a Customer shall follow the procedures and other requirements as the Bank may specify from time to time, including:

- (a) to open and maintain the WMC Northbound RMB Remittance Account with the Bank for the sole purpose of the WMC Northbound Service;
- (b) to open and maintain a Mainland Investment Account with the Cooperating Bank, designate such account as his or her Mainland Investment Account and pair it with the WMC Northbound RMB Remittance Account for fund remittance to and from the Mainland Investment Account in respect of the WMC Northbound Service;
- (c) to follow such procedures and provide such information and documents as the Bank may require from time to time, including information and documents as the Bank may specify to comply with the Applicable Requirements; and
- (d) to confirm the acceptance of these T&Cs and the General T&Cs.



- 4.3 The Customer confirms and agrees that:
- (a) he or she meets the eligibility requirements prescribed by the Bank and the Applicable Requirements;
  - (b) he or she is and will continue to comply with the Applicable Requirements;
  - (c) he or she can only designate one account as the Mainland Investment Account to be paired with the WMC Northbound RMB Remittance Account for fund remittance, and the Mainland Investment Account cannot be changed without the Bank's consent;
  - (d) the designated Mainland Investment Account is genuine and belongs to the Customer personally; and
  - (e) he or she will immediately notify the Bank in writing if the Mainland Investment Account has been suspended, terminated or otherwise varied in a way that may affect the WMC Northbound Service.
- 4.4 The Bank reserves the right to reject a Customer's subscription to the WMC Northbound Service, as the Bank reasonably considers appropriate, even if the Customer has complied with the subscription procedures in accordance with this Clause 4.

## **5 Instructions**

- 5.1 The Customer's instructions are subject to the Applicable Requirements and other requirements as the Bank may specify from time to time.
- 5.2 The Bank is entitled to specify the manners through which the Customer may provide instructions to the Bank in respect of the WMC Northbound Service. The Customer must not authorise any third party to operate the WMC Northbound RMB Remittance Account. The Bank will only act upon a Customer's instructions which are provided in a manner acceptable to the Bank.
- 5.3 The Bank will only act upon a Customer's instructions as soon as reasonably practicable after receiving all necessary instructions, funds and documents as the Bank may specify. Once an instruction is in process, it is irrevocable without the Bank's consent.
- 5.4 The Bank may, at its sole and absolute discretion, accept or refuse to act on any instruction given by or on behalf of the Customer or prescribe any condition for accepting the instruction without giving any reason.
- 5.5 The Bank is not liable for any loss incurred by a Customer in connection with that Customer's instructions.

## **6 Transfer and remittance of funds**

- 6.1 All payments in and out of the WMC Northbound RMB Remittance Account are subject to these T&Cs, the Applicable Requirements, and such other requirements specified by the Bank from time to time.
- 6.2 A Customer's WMC Northbound RMB Remittance Account can only be used strictly for the sole purpose of the WMC Northbound Service by pairing that account with the Customer's Mainland Investment Account.
- 6.3 A Customer can only effect cross-boundary fund remittance in RMB under the WMC Northbound Service under a closed-loop mechanism by pairing together the WMC Northbound RMB Remittance Account and the Mainland Investment Account for the sole purpose of the WMC Northbound Service, subject to any applicable aggregate and individual investor quota prescribed under the Applicable Requirements and other requirements as the Bank may specify from time to time.



- 6.4 A Customer cannot effect cross-boundary remittance for any other purpose.
- 6.5 The Bank generally transfers funds out of a Customer's account upon instructions during working hours, subject to the types of transfer and the manner of instructions. A Customer may request information from the Bank about the details of such transfers.
- 6.6 The Bank reserves the right to determine whether to effect the transfer and remittance by the Cross-border Interbank Payment System (CIPS) or by any other means permitted under the Applicable Requirements.

## **7 Currency conversion**

- 7.1 A Customer may give instructions to the Bank to effect a currency conversion in relation to an amount in his or her WMC Northbound RMB Remittance Account.
- 7.2 The Bank may effect a currency conversion at any time as the Bank reasonably considers appropriate under the WMC Northbound Service or in accordance with the Applicable Requirements.
- 7.3 The Customer confirms that he or she authorises the Bank to effect a currency conversion for the settlement of any transaction under the WMC Northbound Service and agrees to indemnify the Bank for any shortfall arising from any currency conversion therein.
- 7.4 The Bank will effect currency conversion at the exchange rate prescribed by the Bank, which may be changed by the Bank from time to time, without prior notice.

## **8 Customer information**

- 8.1 This Clause 8 supplements and does not limit the Bank's right to use, process and disclose the Customer's information in accordance with the Privacy Policy.
- 8.2 The Customer agrees that the Privacy Policy, communicated to him from time to time by the Bank, applies to all information he or she provides (either to the Bank or to the Cooperating Bank) in connection with the WMC Northbound Service (such as history or records of the cross-boundary remittance).
- 8.3 The Customer agrees that the Bank may disclose information in relation to his or her WMC Northbound RMB Remittance Account and transfer such information to a place outside Hong Kong for the purpose of the WMC Northbound Service:
  - (a) to the Cooperating Bank that opened the Customer's Mainland Investment Account;
  - (b) to the Bank's Group members and its service providers;
  - (c) to any Authorities (including the People's Bank of China) to comply with the Applicable Requirements (such as meeting any aggregate or individual investor quota prescribed by the Applicable Requirements and/or complying with legal or regulatory requirements); and
  - (d) to others as permitted by, and for such purposes in accordance with the Privacy Policy.
- 8.4 The Customer agrees that the Bank may keep his or her information for such period of time as the Bank reasonably considers appropriate to comply with the Applicable Requirements and store such data locally or in Mainland China.





## 9 Customer confirmation and undertaking

The Customer confirms and undertakes the following:

- (a) he or she will comply with these T&Cs, the General T&Cs and the Applicable Requirements for the use of the WMC Northbound Service (which may change from time to time without prior notice to the Customer);
- (b) he or she understands that, notwithstanding anything stated in the General T&Cs, the WMC Northbound RMB Remittance Account can only be used strictly for the sole purpose of the WMC Northbound Service and cannot be used for any other purposes or functions which may otherwise be available in respect of a bank account opened and maintained with the Bank;
- (c) he or she understands that the funds received from the WMC Northbound RMB Remittance Account into the Mainland Investment Account (including any current deposit interest accrued), the Eligible Products purchased under the WMC Northbound Service and any investment returns arising from such Eligible Products (or any part thereof) must be free from any charge, lien or other security interests or encumbrances or claims in favour of any other person;
- (d) he or she will not use the WMC Northbound Service in any way that is illegal, breaches any Applicable Requirements or contravenes any rights of the Bank or any third party;
- (e) he or she understands and has assessed the risks relating to the WMC Northbound Service (including but not limited to those as set out in Appendix 1) and is willing to undertake those risks;
- (f) he or she understands that RMB is currently not freely convertible and that the conversion of RMB is subject to the Applicable Requirements. The actual arrangement of the WMC Northbound Service depends on the prevailing Applicable Requirements at the relevant time;
- (g) he or she understands that the WMC Northbound RMB Remittance Account is opened and maintained with the Bank in Hong Kong and is paired with the Mainland Investment Account for cross-boundary fund remittance under the WMC Northbound Service, while the Mainland Investment Account is opened and maintained with the Cooperating Bank in Mainland China for investment in Eligible Products in Mainland China;
- (h) he or she understands that these T&Cs and the General T&Cs are the Bank's agreement with him or her for the WMC Northbound RMB Remittance Account under the WMC Northbound Service. The operation of the Mainland Investment Account is subject to the terms and conditions applicable to such account provided by the Cooperating Bank. The Customer understands the terms and risks associated with the use of the Mainland Investment Account;
- (i) he or she understands that the Cooperating Bank is incorporated in Mainland China, is not an authorized institution in Hong Kong as defined in the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) and is not subject to the supervision of the Hong Kong Monetary Authority. The Cooperating Bank cannot carry on any banking business or the business of taking deposits in Hong Kong. Any deposits maintained with the Cooperating Bank are not protected under the Deposit Protection Scheme in Hong Kong. The transactions carried out in respect of the Mainland Investment Account under the WMC Northbound Service will be subject to the protection of Applicable Requirements prescribed by the relevant Authorities in Mainland China. He or she understands the rules and procedures relevant to transactions in the Mainland China wealth management product market, and will consider his or her own circumstances before making investment decisions;



- (j) he or she understands that the cross-boundary remittance of RMB from the WMC Northbound RMB Remittance Account to the Mainland Investment Account is subject to any aggregate and individual investor quota imposed by the Applicable Requirements and other requirements as the Bank may specify from time to time;
- (k) apart from the WMC Northbound RMB Remittance Account and the Mainland Investment Account, he or she does not hold any other accounts with other banks in Hong Kong or Mainland China for the purpose of the northbound wealth management connect service;
- (l) he or she understands that if he or she simultaneously holds an account with any licensed corporation in Hong Kong for the purpose of the northbound wealth management connect service, his or her individual investor quota will be allocated between the Bank and the licensed corporation pursuant to the Applicable Requirements and other requirements as the Bank may specify from time to time. He or she undertakes to:
  - (i) inform the Bank immediately of his or her opening of an account with a licensed corporation in Hong Kong for the purpose of the northbound wealth management connect service, and/or any status change of such account maintained with the licensed corporation that may affect his or her individual investor quota allocated to the Bank; and
  - (ii) take such actions as the Bank may prescribe from time to time to enable the Bank to comply with the Applicable Requirements (including but not limited to those relating to his or her individual investor quota) when he or she opens an account with a licensed corporation in Hong Kong for the purpose of the northbound wealth management connect service. Such actions may include (but not limited to) disposing some of the Eligible Products held by the Customer in his or her Mainland Investment Account and remitting funds to his or her WMC Northbound RMB Remittance Account so as to lower the individual investor quota usage to comply with the Applicable Requirements. The Customer also understands that he or she is required to bear any transaction costs, fees or charges incurred in taking such actions;
- (m) all transfers and remittances under the WMC Northbound Service are subject to the Applicable Requirements and other requirements as the Bank may specify from time to time. If the Customer breaches any Applicable Requirements (such as when the funds in the WMC Northbound RMB Remittance Account are mistakenly transferred to an account in breach of the Applicable Requirements), he or she undertakes to rectify such breach by taking such actions as the Bank may prescribe for compliance with the Applicable Requirements (which may include depositing funds into the WMC Northbound RMB Remittance Account);
- (n) he or she understands that where the Bank reasonably considers that the Customer is in breach, or may be in breach, of any Applicable Requirements, the Bank will file a report with the Authorities immediately and take such further actions as requested by the Authorities, including but not limited to suspending or terminating a Customer's use of the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account;
- (o) he or she is fully responsible for all costs, expenses and taxes incurred in connection with the WMC Northbound Service and agrees to indemnify the Bank on demand from and against all costs, expenses and taxes which the Bank may incur in connection with the WMC Northbound Service. The Customer further agrees that the Bank is not responsible for advising on or handling any tax issues in connection with the WMC Northbound Service, and the Bank does not provide any service or assistance in relation to tax issues;



- (p) all the information provided by the Customer in connection to the WMC Northbound Service is, and remains, true, accurate, correct and complete;
- (q) he or she will provide the Bank with such information and documents as the Bank may reasonably request from time to time for the purpose of verifying the Customer's identity and providing the WMC Northbound Service; and
- (r) the Bank may liaise with and rely on information supplied by the Cooperating Bank to verify the Customer's identity and the Mainland Investment Account and provide the WMC Northbound Service. The Bank is entitled to assume that such information is, and remains, true, accurate, correct and complete.

## **10 Fees and expenses**

- 10.1 The Bank shall be entitled to prescribe, from time to time, fees and charges payable in connection with the WMC Northbound Service subject to the Bank giving notice according to Applicable Requirements. Those fees and charges shall be binding on the Customer if the Customer continues to maintain the WMC Northbound RMB Remittance Account with the Bank after the effective date. The notice may be given by display, advertisement or other means as the Bank thinks fit. A list of fees and charges currently prescribed by the Bank is available on request.
- 10.2 All expenses (legal or otherwise) of reasonable amount and reasonably incurred by the Bank in connection with the provision of the WMC Northbound Service (including enforcement of any right of the Bank under these T&Cs and the General T&Cs and, if applicable, any security created in favour of the Bank) shall be borne by the Customer.

## **11 Communication**

- 11.1 The Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to the WMC Northbound Service.
- 11.2 Communications delivered personally, sent by post, facsimile transmission, telex, internet, email or mobile short message will be deemed to have been delivered to the Customer:
  - (a) (where delivered personally) at the time of personal delivery or on leaving it at the address last registered with the Bank;
  - (b) (where sent by post) 48 hours after posting if such address is in Hong Kong and seven days after posting if such address is outside Hong Kong; or
  - (c) (where sent by facsimile transmission, telex, internet, email or mobile short message) on the date of despatch or transmission to the facsimile or telex number or the email address or mobile phone number last registered with the Bank.

Items sent to the Customer or delivered to an authorised representative are sent at the Customer's risk.

- 11.3 All communications sent by the Customer to the Bank shall be in writing and shall be sent to the branch office where the WMC Northbound RMB Remittance Account is kept unless the Bank prescribes another form of notice or mode of communication. Such communication shall be deemed to have been delivered to the Bank on the date of actual receipt.

## **12 Amendments to these T&Cs**

- 12.1 Except provided otherwise in these T&Cs,
  - (a) the Bank may revise these T&Cs and/or introduce additional terms and conditions at any time and from time to time; and



- (b) any revision and/or addition to these T&Cs, any items prescribed under these T&Cs and any other information shall become effective subject to the Bank giving notice according to the Applicable Requirements, and shall be binding on the Customer if the Customer continues to maintain the WMC Northbound RMB Remittance Account with the Bank after the effective date thereof.

12.2 The notice (whether in electronic or printed form) may be given by display, advertisement or other means as the Bank thinks fit. Any amendment to these T&Cs will take effect on the date specified in the notice.

### 13 Limitation of liability and indemnity

13.1 To the extent permitted by the Applicable Requirements, the Bank is not liable for any loss incurred or suffered by the Customer or any third party arising from or in connection with the use of the WMC Northbound Service.

13.2 The Bank is not liable to the Customer or any other person under any circumstances for any loss of profit or interest, indirect or consequential loss arising from or in connection with the use of the WMC Northbound Service.

13.3 To the extent permitted by the Applicable Requirements, the Customer will indemnify and reimburse the Bank, the Cooperating Bank, and/or their respective agents, officers and/or employees for all actions, proceedings and claims which may be brought by or against them, and for all losses, damages and reasonable costs and expenses which they may incur or suffer as a result of or in connection with the following (or any of them):

- (a) the Customer's use of the WMC Northbound Service;
- (b) the preservation or enforcement of the Bank's rights or exercise of the Bank's powers under these T&Cs and the General T&Cs; and
- (c) the Customer's breach of any of these T&Cs and the General T&Cs,

unless such actions, proceedings, claims, losses, damages or amounts were proven to be caused directly and solely by the negligence or wilful default of the Bank.

13.4 This Clause 13 shall apply without prejudice to the generality of any terms and conditions applicable to the WMC Northbound Service.

### 14 Suspension and termination

14.1 To the extent permitted by the Applicable Requirements, the Bank may suspend or terminate a Customer's use of the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account at any time by giving at least 30 days' prior written notice to the Customer.

14.2 Without prejudice to the generality of Clause 14.1, the Bank may suspend or terminate a Customer's use of the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account at any time **immediately without notice to the Customer** if:

- (a) the Customer's Mainland Investment Account is suspended or terminated;
- (b) the Bank reasonably considers that the Customer is in breach, or may be in breach, of these T&Cs, the General T&Cs or any Applicable Requirements;
- (c) the provision of the WMC Northbound Service by the Bank becomes, or will become, illegal or impracticable due to the change in the Applicable Requirements;
- (d) the Customer places the Bank in a position where the Bank or its Group member could be acting outside a law, regulation, court order or an agreement with or guidance from any Authority; or



- (e) the Bank reasonably believes that if the Bank does not suspend or terminate the Customer's use of the WMC Northbound Service, the Bank or its Group member may be subject to action or censure from any Authority.

14.3 A Customer may terminate the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account at any time by giving at least 30 days' prior written notice to the Bank, subject to the procedures prescribed in Clause 14.4 below.

14.4 To terminate the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account, a Customer must take such actions as reasonably required by the Bank, including providing the Bank with documentary evidence demonstrating to the Bank's satisfaction:

- (a) the disposal, sale or termination of all the Eligible Products purchased under the WMC Northbound Service; and
- (b) the remittance of all such funds in the Mainland Investment Account to the WMC Northbound RMB Remittance Account.

14.5 The termination of the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account will take effect from such date as determined by the Bank. The Customer should ensure that there are no outstanding funds in the WMC Northbound RMB Remittance Account no less than 30 days before the date of termination of the WMC Northbound RMB Remittance Account.

14.6 The Bank is not responsible for any losses caused by the suspension or termination of the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account (including any right, benefit or entitlement attributable to the Eligible Products and offered by the issuer of the Eligible Products).

14.7 On the suspension or termination of the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account, the Customer remains responsible for his or her obligations and liabilities accrued before such suspension or termination. The terms in these T&Cs, which by their nature are continuing, shall survive such suspension or termination, including the Bank's disclaimers, limitations of liabilities and the Customer's indemnity in the Bank's favour.

## **15 Severability**

If any of these T&Cs is or becomes illegal, invalid or unenforceable in any respect at any time under the applicable laws of any jurisdiction, such illegality, invalidity or unenforceability shall not affect the validity of any other terms and conditions.

## **16 Waiver**

No act, delay or omission by the Bank shall affect its rights, powers and remedies under these T&Cs or any further or other exercises of such rights, powers or remedies. The rights and remedies of the Bank under these T&Cs are cumulative and not exclusive of the rights and remedies provided by law.

## **17 No third party rights**

No person other than the Customer, the Bank and the Cooperating Bank will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these T&Cs.

## **18 Assignment**

18.1 The Customer shall not, without the Bank's prior written consent, assign any interest or right created by these T&Cs.





18.2 Subject to the Applicable Requirements, the Bank may at any time assign any interest or right herein created without the Customer's consent.

## **19 Governing law and jurisdiction**

These T&Cs are governed by and shall be construed in accordance with the laws of Hong Kong. The Customer submits to the non-exclusive jurisdiction of the courts of Hong Kong.

## **20 Complaints**

20.1 If the Customer is not satisfied with the WMC Northbound Service, he or she may contact the Bank through any of the following channels:

- (a) visiting any branch of the Bank in person;
- (b) filling out a Customer Feedback Form and returning it:
  - (i) in person to any branch of the Bank;
  - (ii) by mail to the Bank at 78 Des Voeux Road Central, Central, HK; or
  - (iii) by fax to (852) 2802 9698;
- (c) emailing the Bank at [chiyu@chiyubank.com](mailto:chiyu@chiyubank.com); or
- (d) calling the Quality Service Hotline at (852) 2232 3304.

20.2 The Customer's feedback will be followed up promptly and processed within 30 days of the Bank's receipt. The Bank will have regard to its Data Policy Notice in handling the Customer's complaints to protect the Customer's privacy.



## Appendix 1 – Risk Disclosure Statement

This Appendix describes some of the key risk factors concerning the use of the WMC Northbound RMB Remittance Account and the WMC Northbound Service based on the Bank's current understanding of the Applicable Requirements. This Appendix is not exhaustive and does not disclose all the risks or other significant aspects of the WMC Northbound Service. The Customer should ensure that he or she understands the risks and the nature of the WMC Northbound Service before subscribing to the WMC Northbound Service. The Customer should consider carefully and consult his or her own advisers where necessary.

Unless otherwise defined in this Appendix, capitalised terms used in this Appendix shall have the same meanings as those defined in the "Terms and Conditions for Northbound Wealth Management Connect Service".

### 1 Compliance with the Applicable Requirements

Use of the WMC Northbound Service is subject to all the Applicable Requirements, including the applicable laws and regulations issued by the Authorities in Mainland China. The Applicable Requirements may be subject to change from time to time. Any change in the Applicable Requirements may have an adverse impact on the use or operation of the WMC Northbound RMB Remittance Account under the WMC Northbound Service (such as the imposition of a restriction on, or suspension of, the use of the WMC Northbound Service).

The Bank may vary the scope of, suspend or terminate the WMC Northbound RMB Remittance Account under the WMC Northbound Service without prior notice for compliance with the Applicable Requirements. The Bank is not liable for any loss incurred or suffered by the Customer or any third party, arising from or in connection with the use of the WMC Northbound RMB Remittance Account under the WMC Northbound Service.

### 2 Designation of a Mainland Investment Account

The WMC Northbound RMB Remittance Account can only be used strictly for the sole purpose of the WMC Northbound Service by pairing that account with the Customer's Mainland Investment Account and cannot be used for any other purposes or functions which may otherwise be available in respect of a bank account opened and maintained with the Bank.

The Customer must follow the procedures and requirements as the Bank may specify from time to time, including providing the details about the Customer's Mainland Investment Account. A Customer can only designate one Mainland Investment Account and cannot change such designated account without the Bank's consent. The Mainland Investment Account must be opened and maintained with the Cooperating Bank. The operation of the Mainland Investment Account is subject to the terms and conditions applicable to such account as prescribed by the Cooperating Bank. The Customer shall understand the terms and risks associated with the operation of the Mainland Investment Account.

In addition, the Customer should understand that the Cooperating Bank is incorporated in Mainland China, is not an authorized institution in Hong Kong as defined in the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) and is not subject to the supervision of the Hong Kong Monetary Authority. The Cooperating Bank cannot carry on any banking business or the business of taking deposits in Hong Kong. Any deposits maintained with the Cooperating Bank are not protected under the Deposit Protection Scheme in Hong Kong. The transactions carried out in respect of the Mainland Investment Account under the WMC Northbound Service will be subject to the protection of Applicable Requirements prescribed by the relevant Authorities in Mainland China. The Customer should understand the rules and procedures relevant to transactions in the Mainland China wealth management product market, and should consider his or her own circumstances before making investment decisions.

### 3 Restrictions on fund transfer and remittance

All funds transfer and remittance under the WMC Northbound Service are restricted and subject to the Applicable Requirements and other requirements as the Bank may specify from time to time. The Customer can only effect cross-boundary fund remittance in RMB under the WMC Northbound Service under a closed-loop mechanism by pairing together the WMC Northbound RMB Remittance Account and the Mainland Investment Account for the sole purpose of the WMC Northbound Service, subject to



any applicable aggregate and individual investor quota(s) imposed by the Applicable Requirements and/or other requirements as the Bank may specify from time to time. In other words, the Customer cannot effect cross-boundary fund remittance in RMB if the applicable aggregate or individual investor quota(s) has been exceeded. The Bank does not accept cross-boundary remittance for any other purpose.

In addition, the Bank generally transfers funds out of a Customer's account upon instructions during working hours, subject to the types of transfer and the manner of instructions. The Bank reserves the right to reject the Customer's instructions for the WMC Northbound Service, as the Bank reasonably considers appropriate. There is no assurance that the Customer's instruction can be successfully processed in time or at all. If a Customer's instructions are rejected or not processed in time, the Customer may be subject to liquidity risk.

#### **4 RMB currency risk**

RMB is subject to foreign exchange control and restrictions imposed by the Mainland Chinese central government. There may be additional rules, regulations and restrictions that may be relevant to RMB conversion. The Customer should take reasonable steps to look out for updates and details before giving instructions for RMB conversion.

The exchange rate of RMB may vary from time to time. There is no guarantee that RMB will not depreciate. The exchange rate of RMB traded outside Mainland China ("Offshore RMB") will be affected by, amongst other things, foreign exchange control imposed by the Mainland Chinese central government from time to time. The Customer will incur currency conversion costs (being the spread between the purchase and sale of Offshore RMB) and be subject to exchange rate fluctuation risks in any such currency conversion.

#### **5 Foreign exchange risk**

The Customer can only effect cross-boundary fund remittance in RMB under the WMC Northbound Service. The Customer may have to convert other foreign currency into RMB for the WMC Northbound Service. The Customer will be exposed to exchange rate risk.

#### **6 Disclosure of information**

A Customer agrees and consents to such disclosure as set out in the Privacy Policy when the Customer uses the WMC Northbound RMB Remittance Account under the WMC Northbound Service.

The Bank may provide or disclose information about the Customer in relation to his or her WMC Northbound RMB Remittance Account (including the profile, and the type and value of the transactions under the WMC Northbound Service) and transfer such information to a place outside Hong Kong for the purpose of the WMC Northbound Service:

- (a) to the Cooperating Bank that opened the Customer's Mainland Investment Account;
- (b) to the Bank's Group members and its service providers;
- (c) to any Authorities (including the People's Bank of China) to comply with the Applicable Requirements (such as meeting any aggregate and individual investor quota according to Applicable Requirements and/or complying with legal or regulatory requirements); and
- (d) to others as permitted by, and for such purposes in accordance with the Privacy Policy.

#### **7 WMC Northbound Service channel and operational hours**

The Bank has the absolute discretion to determine and vary the service channel and operational hours of the WMC Northbound Service.



## 8 Suspension or termination of the WMC Northbound RMB Remittance Account and/or the WMC Northbound Service

The Bank may suspend or terminate the Customer's use of the WMC Northbound RMB Remittance Account and/or the WMC Northbound Service at any time by giving at least 30 days' prior written notice to the Customer. The Bank has the right to suspend or terminate the WMC Northbound RMB Remittance Account and/or the WMC Northbound Service at any time **immediately without notice to the Customer** if:

- (a) the Mainland Investment Account is suspended or terminated;
- (b) the Bank reasonably considers that the Customer is in breach, or may be in breach, of the T&Cs, the General T&Cs or any Applicable Requirements;
- (c) the provision of the WMC Northbound Service by the Bank becomes or will become illegal or impracticable due to change in the Applicable Requirements;
- (d) the Customer places the Bank in a position where the Bank or its Group member could be acting outside a law, regulation, court order or an agreement with or guidance from any Authority; or
- (e) the Bank reasonably believes that if the Bank does not suspend or terminate the Customer's use of the WMC Northbound Service, the Bank or its Group member may be subject to action or censure from any Authority.

To terminate the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account, the Customer is required to take such steps as the Bank may require, including:

- (i) the disposal, sale or termination of all the Eligible Products purchased under the WMC Northbound Service; and
- (ii) the remittance of all such funds in the Mainland Investment Account to the WMC Northbound RMB Remittance Account.

The termination of the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account will take effect from such date as determined by the Bank. The Customer should ensure that there are no outstanding funds in the WMC Northbound RMB Remittance Account no less than 30 days before the date of termination of the WMC Northbound RMB Remittance Account.

## 9 Taxation

The Customer is fully responsible for any taxes in respect of transactions conducted under the WMC Northbound Service and agrees to indemnify the Bank on demand from and against all taxes which the Bank may incur in connection with any Eligible Products which the Customer holds or otherwise deals in. The Bank assumes no responsibility for advising on or handling any tax issues, liabilities and/or obligations in connection with the WMC Northbound Service and will not provide any service or assistance in this regard. The Customer is strongly recommended to obtain independent tax advice on the possible tax consequences before entering into any transaction under the WMC Northbound Service.