



集友銀行
Chiyu Banking Corporation Ltd.

Terms and conditions of Auto-Sweeping Service (the “Terms”)

“Auto-Sweeping Service” is a service available to the customer’s designated current account with insufficient fund to settle cheque(s) at the cut-off time specified by the Bank and where there is cheque clearing service. The Bank will automatically transfer a sum equal to the shortfall from the customer’s designated savings account to the designated current account on the following day after a cheque is cleared, provided that the transfer sum does not exceed the maximum limit prescribed by the Bank from time to time or the maximum limit designated by the customer and subject to the terms and conditions as set out in Clause 1.1 to 1.10 below. If the total transfer sum exceeds the maximum limit, the “Auto-Sweeping Service” will not be executed even though the amount of one of the cheques is below the maximum limit.

1. Auto-Sweeping Service

1.1. Definitions and Interpretation

- 1.1.1. “Account Holder(s)” means the holder(s) of the Funds Recipient Account and the Funds Source Account;
- 1.1.2. “Business Day” shall mean a day other than a Saturday, Sunday or public holiday on which (a) banks are open for business in Hong Kong or (b) to the extent a particular service is concerned, such service is made available by the Bank;
- 1.1.3. “Cut-off Time” means such time of the Business Day designated by the Bank from time to time for determination of the Overdrawn Principal;
- 1.1.4. “Overdrawn Principal” means the total amount of principal overdrawn on the “Funds Recipient Account” as at the Cut-off Time of the Business Day, or the total amount of cheques debited from the “Funds Recipient Account” on that Business Day, whichever is lower;
- 1.1.5. “Funds Recipient Account” means such current account under the name of the Account Holder(s) held with the Bank, which is designated by the Account Holder(s) and accepted by the Bank as “Funds Recipient Account”;
- 1.1.6. “Funds Source Account” means such savings account in the same currency as that of the “Funds Recipient Account” under the name of the Account Holder(s) held with the Bank, which is designated by the Account Holder(s) and accepted by the Bank as “Funds Source Account”.

1.2. Subject to these Terms, the Bank shall provide this Auto-Sweeping Service to the Account Holder(s).

1.3. If the “Funds Recipient Account” is overdrawn by cheque(s) at the Cut-off Time on any Business Day, the Bank will automatically transfer a sum equal to the



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Overdrawn Principal (“Transfer Sum”) from the “Funds Source Account” to the “Funds Recipient Account” on the following day after a cheque is cleared, upon fulfilling the following conditions:

- (a) before such transfer, the amount of the available secured overdraft facility in “Funds Recipient Account” is lower than the Overdrawn Principal (if applicable) or there is no secured overdraft facility in “Funds Recipient Account”; and
 - (b) the amount of the available cleared funds in the “Funds Source Account” is greater than or equal to the Overdrawn Principal before such transfer; and
 - (c) the Overdrawn Principal must not exceed the maximum limit prescribed by the Bank from time to time at its absolute discretion, or the maximum limit designated by the Account Holder(s) from time to time.
- 1.4. The Overdrawn Principal will be subject to interest charges at the standard overdraft rates published by the Bank from time to time. Customers are required to pay the accrued interest prior to the day specified by the Bank.
 - 1.5. For the avoidance of doubt, this Auto-Sweeping Service is only applicable to overdraft of the “Funds Recipient Account” due to any drawing of cheque(s) from that account. However, despite any automatic transfer effected by the Bank through this Auto-Sweeping Service, the Bank is not obliged to transfer any part of the Transfer Sum from the “Funds Recipient Account” back to the “Funds Source Account” if any cheque drawn on the “Funds Recipient Account” cannot be cleared for whatever reason.
 - 1.6. It is the Account Holder(s)’ responsibility to monitor and maintain sufficient available cleared funds in the “Funds Source Account” from time to time in order that all applicable instructions, obligations and liabilities on the “Funds Source Account” owed to the Bank or any third party (including any Autopay or direct debit instructions) can be met and/or discharged when any automatic transfer is effected by the Bank from time to time through this Auto-Sweeping Service.
 - 1.7. Without prejudice to the generality of the foregoing provisions, the Bank may refuse to perform this Auto-Sweeping Service at any time without notice and without liability if the “Funds Recipient Account” or/and the “Funds Source Account” is/are frozen for any reason.
 - 1.8. Accounts registered for this Auto-Sweeping Service must be accounts held with the Bank.
 - 1.9. Subject to these Terms, if the relevant transfers are not qualified for this Auto-Sweeping Service, any other arrangements which have already been in existence between the parties regarding “Funds Recipient Account”, “Funds Source Account”, or other accounts or services will be implemented by the Bank accordingly. For the avoidance of doubt, and without prejudice to anything provided hereof, the transfers rendered under this Auto-Sweeping Service are



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governed by these Terms, and that any transfer or transaction provided or rendered under any other arrangements are to be governed by the existing agreements entered into between the parties.

- 1.10. If you are having Auto-Sweeping service, the daily Overdrawn Principal limit will be determined by the highest customer class you maintained in our bank. For details, please contact our staff.

Remark: Auto-Sweeping Service is only applicable to customers designated by the Bank from time to time. Please contact our staff for details of designated customers.

Effective Date: 23 September 2024