



<<<<<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、透過即時支付結算系統 / 結算所自動轉賬系統處理的 (「特快轉賬」) 及 / 或透過快速支付系統處理的轉賬 (不包括使用銀行自動轉賬服務的轉賬,「轉數快」)的任何人士(「匯款人」)。就使用匯款服務時,使用到快速支付系統相關設施及服務時,請特別留意服務條款中「快速支付系統」的條款。

當匯款人要求銀行進行任何匯款或使用銀行匯款服務即代表匯款人已同意受下列之條款約束。在不損害下列條款之一般性原則下,匯款人亦確認、同意及接受銀行可根據銀行之服務條款及資料政策通知及或/任何法律、規例、守則或指引、法庭命令或任何監管機構的規定使用及披露提供於本申請的資料及 / 或銀行不時收集有關匯款人之任何資訊,包括為有關或因本申請、向匯款人作出匯款或提供匯款服務,或根據銀行服務條款及資料政策通告及/或因任何法例、規例、守則或指引、法庭命令或任何其他監管機構的要求,向銀行的代理銀行、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,或其他個人資料或賬戶詳情(如適用))。關於匯款人提供的資料用途及匯款人(只適用於個人)要求查閱資料權利等之相關詳情,請參閱銀行資料政策通告。

1. 若銀行認為存在以下情況,銀行保留權利不處理有關匯款或使之不生效,並且不對就處理匯款的任何延誤或不處理匯款的決定承擔任何責任:
 - (a) 匯款人作出匯款的賬戶中沒有足夠相關貨幣的清算資金;
 - (b) 本申請中提供的資料不完整、不準確、不適當或不夠清晰;
 - (c) 本申請或處理有關匯款會觸犯任何適用的法律、條例、守則、指引或法庭命令。
2. 銀行保留權利,以電匯、特快轉賬或轉數快的轉賬方式發動有關匯款。
3. 若銀行於有關結算機構的交收戶口在處理匯款或使之生效時沒有足夠資金,有關匯款有可能會延誤或取消。銀行對處理匯款的任何延誤或取消概不負責。
4. 銀行有絕對及不可動搖的權力在任何國家 / 地區委任其認為合適的任何一間或多於一間代理銀行,以就有關匯款通知收款人(「收款人」)或完成匯款予收款人或處理與匯款有關的任何其他事項。銀行將不會為任何該等代理銀行的錯漏、疏忽、失責、延誤、遺漏、清盤或結業而負上任何責任。銀行及其任何代理銀行亦無須就第三方、政府或監管機構、市場干擾或任何超出銀行或其任何代理銀行控制的事件或原因所引致的任何損失負上責任,亦無須對收款人支付或不支付匯款、對收款人作出匯款通知,或向收款人或任何銀行的代理銀行發出的任何文件、信件、電報的延誤或所造成的任何損失負上責任。銀行或任何銀行的代理銀行就匯款所採取的任何行動、程序或其他步驟如在善意及遵照任何司法管轄區適用的任何法律、習慣或條例的情況下執行,將對匯款人員約束力,而銀行或任何銀行的代理銀行將不會因此而負上任何責任。
5. 銀行有絕對及不可動搖的權力以其認為適當的做法,指定每項匯款金額的上限。若匯款額超越指定上限,銀行有權拒絕任何申請,且銀行無須對匯款人或任何其他人士負責就有關或因拒絕申請而他們可能引致或蒙受的任何種類的損失、損害或開支。
6. 銀行無須將下列資料通知匯款人:
 - (a) 有關匯款的收款國家 / 地區當地法律或規例可能實施之任何外匯管制或其他限制, (銀行無須因為該等外匯管制及限制而引致或與之相關的任何損失或延誤負上任何責任。匯款人應自行就任何管制或限制作出查詢);或
 - (b) 任何代理銀行及清算機構可能收取之費用。
7. 除非另有指明,銀行的代理銀行、中轉機構、結算機構及/或收款機構(統稱「代理機構」)收取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,銀行會將此要求直接或間接通知代理機構,但收款人能否全數收取匯款,則受有關代理機構的付款慣例限制,非銀行所能控

制。此外,銀行有權從匯款人收取代理機構及其代理人之相關徵費及銀行的額外處理費用。

8. 有關匯款之一切訊息,銀行可用文字或密碼或任何其他形式的電子傳輸訊號發出;而銀行將不會對訊息(或其任何部份)在傳輸時可能出現的任何遺失、延誤、錯誤、遺漏、納入與不納入、或殘缺,或何代理有關代理機構錯誤翻譯或理解該等訊息而負上任何責任。
9. 在銀行根據其單獨及絕對的意見認為需要的情況下,銀行有權在匯款人於此申請所指定地方以外的其他地方支付匯款。
10. 在不影響上述條款2的前提下,若因香港銀行同業結算有限公司(連同其繼承人及受讓人統稱「結算公司」)的任何結算系統發生故障或操作失常,包括但不限於即時支付結算系統 / 結算所自動轉賬系統及快速支付系統,或匯款人所填寫的參與者並非即時支付結算系統 / 結算所自動轉賬系統的直接參與者,匯款人授權銀行在無須事先通知匯款人的情況下透過匯款或銀行認為合適的其他方式將此筆匯款項存入收款人賬戶,並同意該交易受相關條款細則約束。
11. 在收款機構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 / 或收款國家/地區的當地手續。
12. 如匯款需要在某個指定日期處理,匯款人必須在此匯款申請書指明該日期為匯款的生效期,惟銀行有絕對及不可動搖的酌情權決定是否接受載有任何指定匯款生效日期的申請,如銀行接受該申請的話,銀行將不會因超出銀行或其代理機構控制的事件或原因,使收款人或收款銀行未能在指定之生效日期收取匯款而可能引致匯款人及/或收款人及/或任何其他人士的損失或損害負上任何責任,銀行亦無須就收款銀行支付收款人的時間或其未有如此支付負責,亦無須負責向收款銀行追討任何款項。其中,如生效日期與匯款申請被接納或視為被接納之日被為同一日,由於匯款會受(連同其他事項)收款地區的截數時間及能否使用有關服務所限制,有關服務包括但不限於有關貨幣的結算系統及代理及 / 或收款銀行所在國家的結算系統,故銀行並不保證收款機構或收款人可以在匯款申請被接納或視為被接納之同一日收到匯款。
13. 如銀行在其指定的截數時間後接納任何電匯或特快轉賬的匯出匯款申請(如有),該等申請將被視為銀行下一個營業日被銀行接納。「營業日」指(a)銀行在香港開門營業的日子或(b)就指定服務而言,本行提供該指定服務的日子;惟星期六、日及公眾假期除外。
14. 如銀行以臨時兌換率辦理匯款的話,當銀行能夠確知實際適用兌換率時,銀行有權在不需給予匯款人事先通知的情況下,從匯款扣賬的銀行賬戶(按情況而定)中扣除差額(如匯款人已繳付的款項少於按實際兌換率計算的應付款項)或(按情況而定)將差額存入該等賬戶(如匯款人已繳付的款項多於按實際兌換率計算的應付款項)。
15. 當銀行接受了電匯、或特快轉賬的申請後,除非得到銀行書面同意,否則該等申請不可被取消、更改或撤回。在決定是否接受任何匯款人取消該申請的要求時,銀行可以考慮(連同其他事項)是否已經就匯款已被穩妥暫停及取消接獲其代理機構令人滿意的確認。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) 匯款人需承擔銀行及或/有關代理機構同意 / 及或/考慮同意取消匯款而產生的任何費用及開支,而該等由銀行最終決定之費用及開支將從退回予匯款人的款項中扣除或從原先扣賬的銀行賬戶扣除(視情況需要)。
 - (b) 退款的金額將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賬戶(視情況需要)。
16. 就轉數快而言,當匯款人確認匯款詳情並向銀行發出指示時,該指示及按其進行的交易屬最終及不可撤銷,並對匯款人具有約束力。
17. 銀行無須就匯款人向第三方追討任何付款或化解匯款人與任何第三方之間



的任何紛爭負責。

18. 除非由銀行故意失當或疏忽引起，否則銀行無須就任何電腦、機械或電子用品、儀器或裝置的故障或操作失當，或任何可能影響電腦系統功能的電腦病毒負責。
19. 除非本條款另有註明，否則匯款人須將此申請相關的所有費用償還銀行，銀行亦可以從匯款人在銀行的任何賬戶中扣除任何該等款項。
20. 匯款人單獨負責所提供資料的準確性及完整性（包括但不限於賬戶號碼或就轉數快而言、結算公司接受且與賬戶關聯的相關識別代號），銀行無須對檢查或核對該等資料負責。如客戶所提供的任何資料有任何不準確、遺漏或不完整，而導致任何損失或損害，概由匯款人負責；對於顧客所提供的任何資料有任何不準確、遺漏或不完整，導致銀行或結算公司作出任何不正確的付款或轉賬，匯款人須確保銀行免受損失。
21. 凡向收款人或匯款指示的交易對方發出會被顯示的備註或訊息，匯款人應遮蓋該等收款人或交易對方的名稱或其他資料，以防止任何個人資料或機密資料在未經授權的情況下被展示或披露。
22. 銀行會按包括但不限於結算公司對即時支付結算系統 / 結算所自動轉賬系統及快速支付系統不時施加的規則在內的適用法例、規則、指引及程序，處理匯款人的指示。
23. 即使存在本文其他條款，就匯款人或任何其他人士有關或因使用銀行匯款服務，或處理或執行匯款人的指示或要求，而可能引致或蒙受的任何種類的損失、損害或費用（包括但不限於任何有關或因匯款人沒遵守有關其在此申請項下的責任，及 / 或因任何結算系統或超出銀行控制以外的其他情況而引致的延誤、無法使用、中斷、錯誤或故障），銀行無須負責

。在任何情況下，就任何利潤損失或任何特別、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），銀行及銀行人員、僱員及代理均無須對匯款人或任何其他人士負責。

24. 就匯款人指示或賬戶、匯款人給銀行的任何傳輸，或提供給匯款人的任何服務而引致的任何申索、責任、損失或開支，以及因行使或執行銀行權利（包括從匯款人追討金額等）所產生的所有開支（包括法律費用），匯款人須向銀行及銀行人員、僱員及代理（或任何一人）作出彌償及使其免受損失。
25. 就匯款人違反本條款及細則註明或引用的任何條款及細則，或違反適用於賬戶、服務或交易的條款、細則及規條，或匯款人的任何行為或遺漏所招致的任何申索、責任、損失或開支，以及匯款人的指示或服務而引致的任何稅項或徵收額，匯款人須向銀行及銀行人員、僱員及代理（或任何一人）作出彌償並使該等人士免受損失。
26. 如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。
27. 銀行具有絕對酌情權決定是否接受此申請。
28. 本條款須附加於且不限制銀行與匯款人之間的任何其他條款或細則。若本條款任何條文或任何部份失效，所有其他條文仍具有十足效力及作用。
29. 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確保該等條件是否已獲遵從的責任。
30. 銀行可按其酌情權不時對本條款修改。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。
31. 本條款以中、英文書寫。如有任何歧義，則以英文版為準。



<<<<CONDITIONS FOR REMITTANCE>>>>

These Conditions and the Bank's Conditions for Services ("CFS") apply to any person (the "Remitter") who has requested Chiyu Banking Corporation Limited (the "Bank") for use of, or made use of, the Bank's remittance services, including Telegraphic Transfer, fund transfer ("Express Transfer") through Real Time Gross Settlement system/ Clearing House Automated Transfer System ("RTGS/CHATS") and/or fund transfer through Faster Payment System (excluding fund transfer under the Bank's Autopay Services, "FPS"). Where the Faster Payment System and related facilities and services are used in providing this remittance services, please note in particular the Condition titled "Faster Payment System" in the CFS.

By requesting the Bank to make any remittance, or by using the Bank's remittance services, the Remitter hereby 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 this application 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 or in connection with this application, the remittance or the provision of remittance services to the Remitter or such other purpose in accordance with the Bank's Conditions for Services and Data Policy Notice and/or as required by any law, regulation, code or guideline, court order or any regulatory authority. 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.

1. The Bank reserves the right not to process or effect the remittance, and shall not be liable for any delay in processing the remittance or for its decision in not processing the same, if the Bank is of the opinion that:
 - (a) there are insufficient cleared funds in the relevant currency in the Remitter's account from which the remittance is to be made;
 - (b) the information given in this application is incomplete or has not been accurately or properly provided or is not sufficiently clear;
 - (c) this application or processing of the remittance would be a breach of any applicable law, regulation, code or guideline or court order.
2. The Bank reserves the right to effect the remittance either as Telegraphic Transfer, Express Transfer or FPS.
3. The remittance may be delayed or cancelled in the case where there are insufficient funds in the Bank's settlement account with the relevant clearing institutions at the time when the remittance is processed or effected. The Bank is not responsible for any delay or cancellation in processing the remittance.
4. The Bank shall have the absolute and unfettered discretion to appoint any one or more correspondents in any countries/regions as it may consider appropriate in advising the remittance to the beneficiary of the remittance (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 of any jurisdiction, 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.
5. The Bank shall have the absolute and unfettered discretion to designate a limit for the amount of each remittance in such manner as it may consider appropriate. The Bank shall have the right to reject any application if the remittance amount exceeds the designated limit and the Bank shall not be liable to the Remitter or any other person for any loss, damage or expense of any kind which the Remitter or any other person may incur or suffer, arising from or in connection with such rejection.
6. 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/region 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 any correspondents and clearing institutions.

7. All charges imposed by the Bank's correspondents, intermediary institutions, clearing institutions, and/or the beneficiary institutions (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 Institutions directly or indirectly but whether the Beneficiary can receive the full amount of remittance will depend on the practice adopted by the Correspondent Institutions, which is beyond the Bank's control. The Bank is entitled to collect the related charges of Correspondent Institutions and agents, plus extra handling charge of the Bank from the Remitter.
8. The Bank may send message(s) relating to the remittance either in words or in cipher or in any other form of electronic transmission signals 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 relevant Correspondent Institutions.
9. The Bank may make payment of the remittance at a place different from that specified by the Remitter in this application form if the circumstances, in the Bank's sole and absolute opinion, so require.
10. Without prejudice to Clause 2 above, in the event of breakdown or malfunction of any clearing system of the Hong Kong Interbank Clearing Limited (together with its successors and assigns, "HKICL") including but not limited to RTGS/CHATS and Faster Payment System, or the participant indicated by the Remitter is not a direct participant of RTGS/CHATS or a participant of the Faster Payment 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.
11. Payment of the remittance may need to go through a clearing system and/or certain local procedures of the country/region where the payment is to be made before the Beneficiary institution or the Beneficiary has actually received the payment of the remittance.
12. If payment of the remittance is to be processed on a particular date, the Remitter shall state such date as the value date on this application, 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 institution 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 institution 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 institution 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 and 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.
13. If the application for Telegraphic Transfer, Express Transfer is accepted by the Bank at a time after the deadline stipulated by the Bank for the processing of outward remittances (if any), the application shall be deemed to be accepted by the Bank on the next following business day of the Bank. "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.
14. Where the remittance is effected on the basis of a provisional exchange rate, then once the Bank is able to ascertain the actual applicable exchange rate, the Bank shall be entitled to debit the difference (in case the amount payable by the Remitter on the basis of the actual exchange rate exceeds the amount paid by the Remitter), or (as the case may be) credit the difference (in case the amount payable by the Remitter on the basis of the actual exchange rate is less than the amount paid by the Remitter) to the account (as the case may be) from which the remittance amount was debited without prior notice to the Remitter.
15. The application for Telegraphic Transfer, Express Transfer, once accepted by the bank, may not be cancelled, amended or revoked unless the Bank agrees in writing. In considering whether to accept any request by the Remitter for cancellation of such application, 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 the relevant Correspondent Institutions 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 the 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 account or (as the case may be) from which the related remittance amount was debited.
16. For any FPS, once the Remitter confirms the details of a remittance and submits instruction to the Bank, such instruction and any resulting transaction is final, irrevocable and binding on the Remitter.
17. The Bank is not responsible for recovering any payment which the Remitter has made to a third party, or for resolving any dispute between the Remitter and any third party.
18. Unless caused by the Bank's willful misconduct or negligence, the Bank is not liable for any breakdown or malfunction in or of any computer, mechanical or electronic instruments, apparatus or device or for any computer virus which may impair the functions of a computer system.
19. Unless otherwise specified therein, the Remitter shall reimburse the Bank all the expenses relating to this application and the Bank may deduct any such expenses from any of the Remitter's accounts with the Bank.
20. The Remitter shall be solely responsible for the accuracy and completeness of all information provided (including but not limited to the account number or the Proxy ID in respect of the FPS accepted by HKICL associated with an account) and the Bank shall not be responsible for checking or verifying the same. The Remitter shall be solely liable for any losses or damages caused by any inaccuracies, omissions or incompleteness of any information provided by the customer and shall hold the Bank harmless from any incorrect payment or transfer effected by the Bank or HKICL due to any inaccuracies, omissions or incompleteness of any information provided by the customer.
21. In sending remarks or messages to be displayed to Beneficiaries or counterparties of the remittance instructions, the Remitter should mask the name or other data of such Beneficiaries or counterparties to prevent unauthorized display or disclosure of any personal data or confidential data.
22. The Bank will process the Remitter's instructions in accordance with the applicable laws, rules, guidelines and procedures from time to time including but not limited to the rules imposed by HKICL in relation to the RTGS/CHATS and the Faster Payment System.
23. Notwithstanding to any provision hereto, the Bank is not liable for loss, damage or expense of any kind which the Remitter or any other person may incur or suffer arising from or in connection with the use of the Bank's remittance services or the processing or execution of instructions or requests given by the Remitter (including but not limited to any loss, damage or expense arising from or in connection with the Remitter's failure to comply with his/her/its obligations relating to this application and/or any delay, unavailability, disruption, failure error of or caused by any clearing system or arising from any circumstances beyond the Bank's control. In no event will the Bank, its officers, employees and agents be liable to the Remitter 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).
24. The Remitter shall indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against any claim, liability, loss or expense arising from the Remitter's instructions or accounts, any transmission from the Remitter to the Bank, or the provision of any service to the Remitter, and against all expenses (including legal fees) incurred in the exercise or enforcement of the Bank's rights including in recovering sums from the Remitter.
25. The Remitter shall indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against any claim, liability, loss or expense arising from any breach by the Remitter of the terms and conditions stated herein or referred to or the terms, conditions or rules applicable to an account, service or transaction, any act or omission on the Remitter's part, and any tax or levy, arising from the Remitter's instructions or a service.
26. Where the customer advice is to be sent to the Remitter by mail, it is sent at the sole risk of the Remitter.
27. This application shall be subject to acceptance by the Bank at its absolute discretion.
28. 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.
29. Remitter may not include conditions to be satisfied before payment can be released to the Beneficiary as neither the Bank nor beneficiary institution will accept responsibility for ensuring such conditions are satisfied.
30. 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.
31. The conditions herein contained are written in English and Chinese. In the case of conflict, the English version shall prevail.