

企业电子银行服务条款和条件

1. 定义和解释

1.1 在本条款和条件中，除上下文另外要求外，下列词语分别定义如下：

“访问装置”指由银行发放的或代表银行发放的，供客户和其授权用户用于接入电子银行服务系统的密码设备和任何其它电子认证或装置。

“授权用户”指根据客户不时授权，有权通过电子银行服务系统操作、进入或接受与客户在银行开立的任何或所有账户有关信息的人员。

“银行”是指华侨银行(中国)有限公司。

“计算机系统”指任何计算机硬件或软件，或部分或全部由电子方式操控的任何设备或装置或程序，包括信息技术系统、通讯系统、自动化系统和操作系统。

“客户”指单独或与他人联名(如适用)拥有银行账户的账户所有人；在账户所有人是企业的情况下，应该包括其继承人。

“电子银行服务”指银行通过电子系统装置或电信装置或方式提供的银行服务，包括网上银行服务系统以及任何银行不时按电子银行服务条款和条件向客户提供的服务。

“电子邮件服务”指任何接受和发送电子邮件的服务，包括但不限于，电子银行服务系统所提供的从客户端向银行计算机系统接收或发送电子邮件的任何服务。

“提前支付指示”指通过银行间转账系统、转账服务系统和其他支付指示系统提交的支票取款或付款。

“知识产权”指所有著作权(包括计算机软件和数据库的权利)、与设计有关的权利、商标、服务标识、地理标志、专利、商号、精神权利、专门技术技能和商业秘密(无论注册与否)，包括申请颁发前述权利及对前述权利具有同等或类似效力的保护方式。

“互联网”指促进以电子方式或其他方式进行交流的普遍存在的全球计算机网络、电信和软件。

“互联网服务提供商”指互联网接入的服务提供商和/或提供客户接入互联网的任何其他主体。

“密码”指由银行指定的，供客户用于接入银行服务系统的任何身份证明，包括但不限于任何机密的密码、词语组合、代码或数字。

“相关人士”指不时参与电子银行服务的任何银行、服务提供商、互联网服务提供商、电子认证机构、认证机构、电子、计算机、电信、金融机构或提供金融服务的其他机构。

“短信”指短信服务，即发送文字消息至手机或任何其他能够接收和显示此类信息的服务。

“第三方”指由银行不时指定的，直接或间接地提供和/或处理电子银行服务功能的，除银行外的任何个人和主体。

2. 电子银行服务规定

2.1 对于已在银行开立一个或数个账户的客户，银行可自行决定客户是否可就其账户使用电子银行服务。

2.2 已开立一个或多个账户的银行客户可以向银行申请使用电子银行服务。但是，银行保留拒绝或接受此类申请的权利，且没有义务就申请失败的任何通知要求给予回复。

2.3 客户不得通过电子邮件服务向银行发送或做出指示或指令。银行没有义务执行通过电子邮件服务接收的该等指示(无论有否电子签名)。

2.4 当客户申请其任何账户接入网上银行服务系统时，此类申请也将被视为申请其账户接入银行提供的电子银行服务。任何此类账户将相应可接入电子银行服务系统。

3. 网上银行服务

3.1 服务

(a) 银行在批准客户根据第2条所作的申请后，可以提供或允许使用银行的交换、处理或交易系统，及，如果适用，可以授权客户通过互联网和/或使用银行提供的软件存取数据。

(b) 银行将不时地向客户提供任何约定的服务(“服务”)、用户使用说明、手册、数据、程序和其他文件(“材料”)以及任何其他相关服务协议。银行可不时地修改前述材料，并告知客户任何修改内容。如果任何此类服务协议和本条款和条件有冲突的，此类服务协议就相关服务方面的约定优先适用。

(c) 银行有权不时自主决定和改变服务的范围和种类，包括但不限于：

(i) 增加、修改或者减少服务；

(ii) 增加和修改任何关于适用服务或客户通过服务进行的任何交易类型的限制，及针对特定客户设定的服务或交易类型的设置，包括但不限于对任何交易的价值设定每日交易限额等；

(iii) 规定和修改服务的正常服务时间和任何交易或服务的每日截止时间。

(d) 客户将向银行提供银行合理要求的提供服务所需的所有文件和其他信息。

3.2 授权

客户及授权用户根据材料或其他相关服务协议使用网上银行服务，均视为已经对银行相应授权。银行可信赖，各授权用户根据其授权所发送的信息、指示、支付命令、消息和其他通讯(均简称“通讯”)或做出的其他行为。在收到经授权用户的发出的更改授权代表的书面通知或其他可为银行接受的通知后，并且时间充分的，银行将就前述变更做出相应的执行(具体时间依变更情况而定)。

3.3 通讯

(a) 银行应通知客户适用于客户和银行的发送通讯的特定程序和惯例(“程序”)。客户和银行在此确认，认可程序的合法性、有效性和安全性；客户通过程序与银行发送的通讯在任何情况下均视为其亲自作出，并对其有约束力。程序包括使用验证码、加密、密码、电子签名和认证，以及用于验证客户发送给银行的通讯来源(但非传输或内容错误，包括账户名和号码的不一致)的其他安全装置、系统和软件。客户和银行知晓通讯传递可能伴随的风险，并且将遵守与每次通讯有关的程序。如果银行采取的某种行为不是与通讯有关的程序所提供的，此类附加的行为不应成为程序的一部分。

- (b) 如果银行遵守了通讯方面的程序，银行有权执行该通讯，并且银行没有义务核实此类通讯的内容、确认发送通讯人员的身份、或等待客户就该通讯给予任何书面确认。另外，如果银行遵守了程序，对于以客户名义发出的任何通讯，银行不应由于执行该通讯而承担任何责任，并且客户同意受该通讯的约束。银行可仅依据账户号码执行某通讯，即使账户名称也已经提供。
- (c) 银行没有义务就不符合程序发送的通讯做出任何行动。银行可执行某一不完整的通讯，只要银行有理由认为该通讯已经包含足够的信息。银行没有义务检查客户的过错或疏漏或客户重复发送的任何通讯，也不就客户的前述过错或疏漏或客户重复发送的任何通讯承担责任。
- (d) 银行有权，完全依其自主决定且无须给予任何通知或解释的情况下，拒绝执行任何有下列情形的通讯：银行有理由怀疑其内容、授权、来源或其是否符合程序。银行可通知客户(可通过电话)拒绝执行通讯的情况。
- (e) 如果客户通知银行告知其希望撤回、取消或修改某个银行已经收到的通讯，银行将尽其合理的努力协助客户。但是，如果银行没有配合或无法配合客户撤回、取消或修改此等通讯的，银行不承担客户因此遭受的任何损失、成本或支出。客户在此同意赔偿银行因协助其撤回、取消或修改通讯而可能产生的任何损失、责任、索赔主张或开支(包括法律费用)。

3.4 软件授权

- (a) 如果适用，银行在此向客户授予具有人身专属性的、非独占的、不得转让的许可，授权客户使用银行提供或代表银行提供给客户的软件(“软件”)发送和接收通讯和使用任何服务。
- (b) 银行将提供一个软件拷贝用于客户设备。银行将书面同意客户使用软件、以及与软件有关的任何材料的复印件、或者银行认为客户使用软件所必需的任何服务的材料的复印件。
- (c) 客户仅可使用与本条款和条件有关的软件，并且使用应按照程序和材料的规定。如果客户发现任何未经授权的软件使用，客户须立即通知银行。
- (d) 客户不得拷贝软件，但不包括(i)制作三份软件的拷贝用作存档，(ii)紧急情况下并且银行已经书面同意客户制作一定数量的额外拷贝，或(iii)为了替代在有缺陷的载体上记录的软件。在上述除外情形中，拷贝应提请注意银行的版权和其他知识产权，前述信息与在软件最新版本上显示的内容应一致。
- (e) 客户不得(i)变更或修改任何软件，(ii)对于软件进行反向工程、反向编译、反向输入或反汇编，或(iii)分派、再授权、或转让、公布或披露软件。
- (f) 银行不保证软件或任何通讯、处理或交易系统没有错误或缺陷，亦不保证软件与任何非银行提供或同意的设备兼容。
- (g) 软件和相关知识产权以及与任何通讯和服务有关的知识产权完全归银行所有。除本条款和条件中明确规定以外，客户未获得任何其他授权许可。

3.5 就软件提供的有限保证/其他保证的免责声明

- (a) 银行保证，在本条款和条件有效期内(“保证期限”)，银行将使用其合理的努力确保软件与可适用的材料在实质上的一致。该保证是银行就软件方面做出的唯一保证。
- (b) 对于上述保证所引起的任何索赔要求，银行将赔偿、保护客户并使客户免受侵害，并且客户授权银行有权

自行辩护和处理。前述索赔要求包括声称软件的使用侵犯了第三人的版权、商业秘密、商标或服务标识。上述赔偿只有在银行被及时书面告知该索赔要求时才生效。

- (c) 银行不提供包括银行对软件与任何非银行提供或同意的设备兼容在内的其他保证，并且客户也在此明示放弃所有其他保证(包括明示或默示做出的)。

3.6 履行

在执行任何通讯和提供服务的过程中，银行有权使用任何通讯、处理或交易系统，或其合理选择的中介银行。银行的履行取决于任何此类系统或中介银行的不时生效的规定。

3.7 责任

- (a) 银行将依据第3条规定，就客户的通讯的执行事宜承担责任。但是，任何时候银行仅对未能善意执行或未尽合理注意承担责任。银行无须就其延迟或未能履行或客户提供的通讯的准确性承担责任，并且也没有责任向客户承担任何间接的、偶然发生的或之后发生的损失或损害(包括利润损失)，即使已被告知存在此类损失或损害的可能性。
- (b) 银行不保证任何通讯、处理或交易系统(包括由银行提供的该类系统)的使用。并且，在任何时候，银行在提供任何服务的过程中，都无需就任何此类通讯系统无法使用或中断以及任何有关的延迟或中断向客户承担责任。
- (c) 尽管有第3.7(a)条的规定，在违反第3.5条的保证或发生软件错误的情形下，银行仅承担纠正有缺陷的软件和/或重新处理或重新发送任何受影响的通讯或交易，而不再向客户收取任何额外的费用。在违反第3.5条规定的保证时，本条规定构成客户唯一的救济方式和银行唯一的经济责任或其他类似责任。
- (d) 在下列情况下，客户和银行都无需对其未能履行第3条规定的义务承担责任：如果此类履行将导致违反任何法律、法规或任何政府或其他机关的要求。

3.8 设备

- (a) 如果和本条款和条件有关，客户操作设备(包括硬件和安全装置)时，客户应确保安全、合理地使用并维护设备。
- (b) 如果由银行提供设备，设备的所有权属于银行。并且，客户同意对设备负责，仅依据材料规定的方式，就相关服务使用设备，并不得去除或修改设备上的任何名称和其他识别标志。客户应当依据适用的安装和操作手册以及适用的装配、电子和密码要求，维护银行提供的任何设备(费用由客户承担)。
- (c) 如果客户使用非银行提供的设备，客户同意仅使用银行认可的的设备类型，并依据材料和程序规定的方式，就相关服务维护和使用设备。
- (d) 客户将尽一切合理努力确保由其操作的设备(无论是否由银行提供)没有病毒，并且不会由于其使用设备而传播病毒。

3.9 信息

- (a) 与本条款和条件有关的，提供给客户或客户获得的产品、服务、软件、知识产权、材料、数据和任何信息(“银行信息”)均为银行专有、有价值的和机密的财产。客户同意对所有银行信息进行保密，控制因正常工作需要而需要接触银行信息的职员(负有同样的保密义务)对银行信息的接触，并且根据银行规定的方式及在客户正常经营过程中使用银行信息。但是，银行信息已为公众所知的或法律法规要求披露的不受此限。

(b) 在法律未加禁止的范围内，就银行为客户提供产品或服务(包括用于处理数据)事宜，客户同意向银行使用的被授权服务供应商、或在被授权服务供应商之间传递与客户有关的信息。

(c) 如果客户发现或有理由认为任何银行信息已经或可能处在危险中、或被披露给任何未经授权的个人，客户应当立即通知银行。

3.10 广告

未经对方事先书面许可，客户和银行均不得使用对方的名称、商标或服务标识。未经银行事先书面同意，客户不得就任何服务进行广告宣传或促销。

3.11 终止

依据第11.2条和第11.3条，任何服务终止时，(i) 银行可在任何时候取消与任何服务相关的信用延期；(ii) 客户须在5个营业日内向银行返还所有相关的银行信息和银行提供的设备，并且本条款和条件项下所有授予客户的权利应立即归还银行。银行可以(如果合适)立即占有银行信息或银行提供的设备和所有拷贝。本条款和条件项下的所有限制性规定，依其性质将继续有效的条款，例如不提供其他保证、责任限制、保密、适用法律的条款，将在软件授权条款及本条款和条件终止后继续有效。

4. 保密

4.1 任何访问装置均可由银行或代表银行以下列方式派发给申请访问装置的客户或其授权用户，风险由客户自行承担：(i) 依据最后获得的地址派发；(ii) 客户或授权用户自取；(iii) 银行认为适当的其他方式。如果授权用户不止一个，银行有权向申请访问装置的授权用户发送不同的访问装置。

4.2 访问装置只能由电子银行服务的授权用户使用，该装置是应客户申请由银行分发的。如果获发访问装置的授权用户不再有权使用电子银行服务，客户应立即通知银行。并且，尽管客户发出此类通知，由于授权用户或其他人使用分发给授权用户的访问装置，执行或进行的交易，客户须对银行承担赔偿责任。

4.3 一旦收到电子银行服务系统发出的非发给客户的任何数据和信息，客户应当立即通知银行。客户同意从其计算机系统中立即删除所有此类数据或信息。

4.4 客户和授权用户在此确认，防止损失及防止泄漏或未经授权的使用任何访问装置是客户和授权用户单独的责任。如果任何人占有任何访问装置并获得属于客户的款项的，银行没有责任或义务对客户遭受的任何损失或损害承担责任。

5. 责任与赔偿

5.1 由于任何访问装置被泄漏或未经授权的使用，和/或客户、其授权用户或者其他泄露客户账户信息的，客户应当自行承担由此产生的损失和责任。客户还应当确保其授权用户不向其他人披露、或允许任何未经授权的使用任何访问装置及/或客户账户的任何信息。如果由于使用任何访问装置进行划账、进行与客户的任何账户有关的银行业务交易、获取或支付属于客户的款项，而给客户或其他人造成损失的，银行对此不承担任何责任。如果由于客户、其授权用户或者任何第三方使用任何访问装置，而使银行承担任何直接的或者间接的责任、损失、费用和开支(包括法律费用和全额赔偿费用)、索赔诉讼请求和其他法律程序的，包括但不限于，由于访问客户的账户信息、就客户的账户进行划账和/或进行银行业务交易，和/或获取或支付属于客户的款项(不论是否经过客户授权)，而产生的所有责任、损失、损害，客户应当对此承担责任，并且应赔偿由此给银行造成的所有损失。

5.2 银行有权处理由客户或者其他任何人(无论是否经过客户授权)通过客户访问装置或银行不时自主规定的此类认证

方式，以电子方式传达的指示或命令。并且，银行不应就其前述行为给客户造成的任何损失承担责任。客户承认，除非客户收到银行的接收确认，否则，银行可能没有收到客户的指示，因此该指示可能没有被执行。

5.3 银行记录，客户、其授权用户或者声称其为客户、授权用户的任何人(不论其是否有客户或者授权用户的同意)通过电子银行服务系统做出、执行、处理或完成的指示、通讯、操作或者交易记录，与任何电子银行服务有关的交易记录，以及由银行或银行授权的任何相关人士或与电子银行服务有关或有联系的相关人士所保持的任何交易记录，应当对客户具有约束力且具有终局性，无论出于何种用途使用前述记录。前述记录应当作为交易、客户应对银行承担责任的最终证据，并且客户同意不会对任何此类记录和证据的有效性、精确性或者真实性提出疑问。

5.4 一经发送，客户的指示不可撤销，并且对客户具有约束力。在客户的付款指示或者其他指示发送到银行后，银行没有义务取消、撤回、撤销或者修改前述指示。

5.5 银行不对客户造成的任何损失、损害或者麻烦承担责任。前述损失、损害或者麻烦是由于客户、声称是客户及/或授权用户通过电子银行服务系统做出的任何指示、操作或者交易(无论是否使用客户的密码或访问装置)而造成，包括但不限于，由于客户或者授权用户未遵守本条款和条件，或者由于银行的任何互联网终端、任何数据处理系统、安全系统、计算机远程传送系统或电信系统发生部分或全部故障，或由于超出银行、任何银行金融机构、与上述系统相关的部门、组织的控制范围之外的其他情形而导致银行无法提供电子银行服务而造成的损失、损害或者麻烦。

5.6 由于下列原因(但不限于下列原因)导致客户遭受的任何损失、损害或者麻烦，银行对此不承担责任：

5.6.1 客户的相关账户中资金不足，无法支付或者划账；

5.6.2 由于银行不时设定的限制，客户无法执行任何交易；

5.6.3 设备、互联网浏览器提供商、互联网服务提供商、互联网通讯服务商及其代理商、分包商所造成的任何损失或者损害；

5.6.4 由于任何人、硬件、软件、病毒、木马程序、蠕虫程序、自动运行式木马程序及/或宏或者其他有害的系统组成部分的入侵或者攻击，使银行的电子银行服务系统(包括适用任何访问装置进入银行网上银行服务系统)及银行、客户或互联网服务提供商的计算机系统的网站浏览器受到干扰；

5.6.5 与电子银行服务系统有关的所使用的任何设备、系统或者软件(包括任何访问装置)，不论其是否为银行所有(包括但不限于任何电子终端、服务器、系统、电讯设备、链接、电流、电源、电讯或者其他通讯网络或者设备、资金电子转帐系统的任何部分)，发生故障或者错误；

5.6.6 由于信息缺乏或者客户未能提供清楚、必要和完整的信息，导致无法完成支付、划账或者执行交易；

5.6.7 任何使用、误用、声称使用或误用、遗失、被盗或者未经授权的使用客户的访问装置；

5.6.8 任何使用、误用、声称使用或误用或者未经授权的使用电子银行服务系统；

5.6.9 客户通过电子银行服务系统发送的客户指示或者任何其他指示、数据或者信息被破坏或者更改；

5.6.10 通过任何媒介发送的客户的指示，或者银行通过电子银行服务系统发送的任何数据或者信息为不真实、不准确、不完全、过期或者错误的；

5.6.11 客户未按照最新的或者最近的指示、程序和说明使用电子银行服务系统，及/或银行因此拒绝接受上述操作；

- 5.6.12 电子银行服务系统不可使用或者无法运行；
- 5.6.13 客户的计算机或者硬件或其他设备(包括访问装置)不能正常工作或运行；
- 5.6.14 完成支付或者划账需要提供必要信息的计算机系统不能正常工作或者客户不能访问该系统；
- 5.6.15 客户未及时、准确地提供与交易或者执行交易相关信息；
- 5.6.16 由于种种原因(包括但不限于不可抗力、自然灾害、战争、军事敌对、暴乱、封锁、罢工、禁运、机器或者设备故障、电子银行服务系统中止运行以及由于银行不能控制的情形)对业务或者操作造成的任何迟延、失败、拖延、遗漏、阻碍、中断或破坏。
- 5.7 在任意一天的正常工作时间结束后，通过电子银行服务系统做出、执行、处理或者完成的任何交易或者操作，将被输入、显示或者记录于交易发生日的下一个营业日的银行账面记录中。对银行业务交易以及其他金融业务的申请，银行具有完全的、自主的决定权。
- 5.8 如果由于任何第三方提供的软件、安全系统或者计算机外围系统出现故障，客户使用、误用、声称使用或者误用电子银行服务系统，导致银行承担任何直接的或者间接的责任、损失、费用和开支(包括法律费用和全额赔偿费用)、索赔诉讼请求和其他法律程序的，客户承诺赔偿给银行造成的所有损失。
- 5.9 在银行以书面方式或者银行认为的其他可行的方式将收费明细告知客户的前提下，对于银行向客户提供的服务，银行有权不时向客户征收服务费。客户授权银行可从客户的账户中扣除任何应当支付给银行的提供和/或使用电子银行服务系统的此类服务费。
- 5.10 客户承认并且同意，银行对银行计算机系统以及电子银行服务系统，包括但不限于其中的网址及其所有的内容与更新资料，独自并且排他地拥有包括所有权和全部知识产权在内的权利。
- 5.11 如果与用于访问任何电子银行服务系统的计算机或设备连接的、或下载的任何未经授权的或者其他硬件装备及/或下载或安装的软件程序，导致客户的访问装置被泄露，银行对于客户因此遭受的任何损失、损害和妨碍(无论直接或者间接的)不承担责任。
- 5.12 如果客户通过电子银行服务系统未能成功进行交易，对于客户因此遭受或发生的任何损害、损失或者费用，银行不承担责任。银行也无义务向客户支付或者返还任何利息。
- 5.13 客户应当自行承担使用电子银行服务所产生的一切风险。客户同意，就其通过使用电子银行服务系统所做的任何通讯或其他联系，认可和履行与银行因此成立的任何合同以及银行对此的行动。客户同意赔偿银行因此产生的任何损失或损害。
- 5.14 如果银行已经执行任何客户或者任何授权用户通过电子银行服务系统做出的从客户账户付款的提前支付指示但在银行承兑之前，如果客户账户在提前支付指示做出后的下一个营业日开始时没有足够的可用资金，银行有权不予理会此类提前支付指示，账户则应当依据实际情况以拒付、退票或撤销支付指示等方式予以更正。
- 5.15 如果在交易执行或者完成时，客户指定的账户中资金不足，银行没有义务执行客户就上述交易的执行和完成所作的任何支付或转账。客户应当确保，在交易时及交易完成前，其在银行的指定账户资金充足。
- 5.16 银行没有义务核实账号是否准确，或者核实银行或任何其他银行的任何账户持有人的身份。当向其他银行及/或组织支付和划账时，由于收款行不能接收、拒绝接收，或者由于收款行或收款组织在贷记客户收款人账户时发生故障、迟延或者错误，银行没有义务承担客户因此遭受的任何损失或者损害。
- 5.17 如果由于任何非银行的其他交易网络无法执行相关的电子数据交换功能，因此造成客户任何直接或者间接损失或损害的，银行不应就此承担任何责任。
- 5.18 在任何时间，银行保留权利，以货币、数字或者其他形式，对可能通过电子银行服务系统进行的任何交易、授信、服务和产品进行设置、改变或者取消限制。银行亦保留权利变更前述限制的频度及可用期限。
- 5.19 客户承认并且同意，从电子银行服务系统获得的、进入电子银行服务系统的、作为电子银行服务系统的一部分所提供的、对电子银行服务系统起辅助作用或者与电子银行服务系统相关联的某些内容、软件、产品和服务，是或者可能是由第三方服务提供商提供，或者通过使用第三方软件及/或内容获得的。在任何情况下，均不得将之解释为，银行是客户与第三方服务提供商之间任何交易的一方，也不应当解释为此类第三方的产品、服务、软件及/或内容是由银行提供的。因此，对于从第三方获得及/或购买的，或者第三方提供的任何产品、服务、软件及/或内容，银行没有义务以任何方式承担责任。对于第三方未能提供与此类产品、服务、软件及/或内容有关的产品、服务、内容及/或软件、回答客户的问题、提供技术支持、维护服务及/或其他其他义务和服务，银行亦不承担责任，前述责任应当由相关的第三方独自承担。客户进一步确认，访问、使用及/或购买此类产品、服务、软件及/或内容，可能受制于相关第三方规定的其他条款和条件，并且客户同意遵循、遵守所有此类条款和条件，以及在第三方要求时签署包含此类条款和条件的任何文件。
- 客户应当认可，依据某些国家的法律规定，客户可能，依据银行不时的决定，无法在这些国家访问或使用，或者可能被银行禁止访问或使用电子银行服务系统。客户不得由于其无法访问或使用电子银行服务系统而追究银行的责任。
- ## 6. 收费和佣金
- 6.1 银行可在账户中全额扣除客户就下列各项应向银行支付的银行价目表中所述的各项费用、收费或任何其他成本、费用、利息、税项和罚金(包括但不限于全额赔偿的法律费用以及印花税)等：
- (i) 电子银行产品及/或服务；
 - (ii) 因账户或任何其他方面所引起的任何性质的任何债务；或
 - (iii) 账户中透支的任何款项。
- 6.2 银行可不时全权决定并经书面通知客户后变更银行价目表中所述的有效利率及/或任何客户应支付的费用数额，上述变更将符合中国人民银行的相关规定。该等变更应自通知中所述日期开始生效；在大多数情况下，生效日期应在通知日期至少三十(30)日之后。
- ## 7. 同意披露
- 7.1 客户在此书面允许银行以及银行的任何职员，将有关客户的款项或其他事项或者包括访问装置在内的客户账户的信息，向下列人员或主体披露、泄露或者显示：-
- (i) 声称为客户的任何人，在银行依据其届时的程序并以银行满意的方式核实其身份时；
 - (ii) 客户(或者任何使用访问装置并且声称为客户的人员)通过使用电子银行服务系统，不时期望进行直接或者间接交易的任何相关人士或者任何第三方，反之亦然；
 - (iii) 任何人，只要是必需的或适当的，或基于任何操作、使用电子银行服务系统或进行操作或者使用和访问(无论是否授权)电子银行服务系统所产生的。

7.2 客户同意，由于客户或者客户银行账号的任何信息的披露、泄露或者显示而造成客户的任何损失或者损害，银行不应当对此承担责任(不论该披露系由疏忽造成或者由于任何未授权的访问或者其他事宜造成)。

7.3 客户承认并且接受，银行和/或其职员或者高级职员，在提供客户、声称为客户、或声称为客户的任何人利用电子银行服务系统完成的有关交易、指示、通讯、操作执行的任何信息时，可能会不时因疏忽披露了关于客户、客户的款项或者其他相关细节的信息。并且，客户在此放弃追究银行由于疏忽而披露的权利及补救权利。

7.4 尽管银行将尽其最大努力确保通过电子银行服务系统所传送的所有信息的安全，不被任何未经授权的第三方访问，但是银行不就客户通过电子银行服务系统发送或者接收的信息的安全提供任何承诺。因此，客户承担就其使用电子银行服务系统发送或者接受的信息可能会被未经授权的第三方访问所产生的风险。并且，客户同意，银行不因前述访问以及客户因此遭受的任何损失或者损害承担任何责任。

7.5 客户同意，由于银行或其职员和高级职员披露、泄露或者显示客户或者客户银行账号的任何信息而给客户造成的任何损失或者损害的，银行或其职员和高级职员无须对此负责。并且，银行或其职员和高级职员有权做出披露。

8. 无保证

8.1 银行网站上的用于访问华侨银行网上银行服务的信息和资料，包括文本、图表、链接或者其他项目，是按照其原本的样子以及可以使用的形式提供的。银行不保证这些信息和资料准确、足够或完整，并且明确表示不对这些信息和资料的错误或者缺失承担责任。银行不以任何形式(暗示、明示或者法定方式)，做出与前述信息和资料相关的任何保证，包括但不限于，出于某个特定用途未侵犯第三方的权利、所有权、商业权利、健康，或没有计算机病毒。

8.1.A 访问装置以“现状”和“现有”方式提供。银行不承担与访问装置有关的任何责任，包括但不限于违反满意的质量、适销性、适用性的隐含条款的责任。对与访问装置有关的包括但不限于不侵犯第三方权力、权益、适销性、质量满意度或适用特定用途等，银行不做任何明示或暗示的任何保证。

8.2 客户可以从其自己的计算机终端打印交易及/或账单。客户承认，前述打印文件不构成银行发出的交易通知，并且对银行不具有约束力。

9. 通讯

9.1 客户应将其联络方式的任何变更以书面形式(或以银行不时同意的其他形式及/或方法)通知银行。客户在使用电子银行服务的过程中，所提供的资料信息如有更改，包括但不限于：基本注册信息变更、新增(撤销)分支机构、增(删)帐号、变更分支机构开户银行、账号、户名等，应及时办理有关手续。未办理上述手续之前所产生的一切风险和后果由客户承担。

9.2 银行在本条款及条件项下向客户发出的任何对帐单、通知单、确认函、通知、要求及所有其他往来信件(以下简称“通信”)均应遵守下述规定：

(i) 若客户是个人，则通信应发给客户本人或客户的个人代表；或若客户是一个企业，则通信应发给客户的任何一名职员；

(ii) 通信应发往客户最后一次在银行登记的地址给客户或客户的任何职员；或，

(iii) 通信按前述任何方式以电传或传真的方式发给客户，号码为客户最后一次在银行登记的号码。

若派专人递送或以电传或传真发送通讯，则通讯应被视为在当日收到；或若以邮递发送通讯，则通讯应被视为在

投递后第五日(如为国内邮件)或第十日(如为国际邮件)收到。

9.3 若是联名账户，按照本条款及条件向其中一名客户发送的任何通知应被视为有效地向所有客户发送。

10. 修改

10.1 银行可于任何时候全权决定，并经书面通知(第10.3条中列明的方式)客户后更改本条款及条件中的任何一项或多项规定。该更改应自通知中所述日期开始生效；而在大多数情况下，生效日期应在通知日期的三十(30)日之后。

10.2 若在上述通知后客户继续使用电子银行服务，则客户应被视为已同意并接受上述修改。若客户不接受任何修改，则客户应立即停止操作电子银行并通知银行终止电子银行服务。

10.3 银行将以下列方式将本条款及条件的任何变更通知客户：

(i) 在发送给客户的对帐单中注明；

(ii) 在银行的分支行展示；

(iii) 在银行的网站上公布；

(iv) 以电邮或信件方式通知客户；

(v) 在任何报纸上公布；或

(vi) 以银行全权决定的其他通讯方式公布。

10.4 若银行全权决定不再提供适用于本条款及条件的任何一种的账户，则银行将书面通知客户该等终止。该终止应自通知中所述日期开始生效，而该日期在大多数情况下，应在通知后至少三十(30)日之后。

11. 一般规定

11.1 由现行或者今后法律规定征收的、或者就应付予银行、银行已收或应收的任何款项要求支付的、任何货物和服务税或其他征税，或者银行由此产生的任何费用，应当由客户承担与支付(法律禁止的范围除外)，并且银行有权将上述税费从客户账户中扣除。

11.2 在任何时候，银行可以无需任何理由、不经提前通知，中止或者终止部分或者全部电子银行服务的运作，而无须承担因此产生的任何损失或者损害。

11.3 客户可以至少提前30天以书面方式通知银行，终止客户可使用的任何电子银行服务。

11.4 任何人使用分发给授权用户或者由授权用户使用的任何访问装置，对链接到电子银行服务系统的客户账户所进行的所有交易，都视作由客户做出并对客户具有约束力。

11.5 银行有权自主决定录制全部电话交谈，并且在其认为合适的时间内长期保留录音。同时，客户同意银行录制和使用录音，并且银行可将前述记录按银行认为合适的方式用于任何目的，包括在法律程序中使用前述记录作为不利于客户以及任何其他人的证据。

11.6 解释及其他条款的适用

(a) 当产品由银行根据单独的条款规定提供给客户的，前述条款应当与本条款和条件共同适用。若存在任何冲突，以适用于相关产品的特定条款为准。

(b) 本条款和条件应当与银行的存款账户条款和条件共同适用。若存在任何冲突，本条款和条件将优先于存款账户条款和条件适用。

11.7 本条款和条件适用中华人民共和国法律，并依之解释。但是，在执行本条款和条件时，银行可在中华人民共和国或银行认为适合的其他国家针对客户提起诉讼或程序。

11.8 本条款和条件以中文和英文两种语言写就。如果两种文本有任何冲突、不符或不一致之处，应以中文本为准。

TERMS AND CONDITIONS GOVERNING ELECTRONIC SERVICES FOR BUSINESS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Terms and Conditions, except to the extent that the context requires otherwise, the following terms shall have the following respective meanings:

“Access Device” means the authentication devices, PIN and any other form of electronic identification or device issued by or on behalf of the Bank for use by the Customer and its Authorised Users in accessing the Electronic Services.

“Authorised User” means the person for the time being authorised by the Customer to operate, access or receive information relating to any or all of the Customer’s Accounts as maintained with the Bank by or through the Electronic Services.

“Bank” means OCBC Bank (China) Limited.

“Computer System” means any computer hardware or software or any equipment operated or process conducted wholly or partially by electronic means and includes information technology systems, telecommunications systems, automated systems and operations.

“Customer” refers to an account holder with the Bank whether alone or jointly with any other person and, in the case of a corporation, shall include its successors.

“Electronic Services” includes the services provided by the Bank for the use of Internet Banking Service and any other electronic facilities including any electronic computerised or telecommunication devices or modes of opening accounts in China or elsewhere each individually or collectively and a reference to the aforesaid services severally and also the relevant services where the context requires.

“E-mail Service” means any service for the reception and transmission of electronic mail including without any limitation, any such service provided by Electronic Services for receiving or transmitting electronic mail from the Customer’s terminal to the Bank’s Computer Systems.

“Earlier Payment Instructions” means the presentation of any cheque drawn or payment made under Inter-bank payment system, fund transfer service system and other payment instructions system.

“Intellectual Property Rights” means all copyrights (including rights in computer software and databases), design rights, trade marks, service marks, topography rights, patents, trade names, moral rights, rights in know-how and trade secrets, in each case whether registered or unregistered and also includes applications for the grant of any of the same and all rights or forms of protection having equivalent or similar effect to any of the same.

“Internet” means the ubiquitous global network of computers, telecommunications and software which facilitates communication, electronic or otherwise, between person(s) and machines.

“Internet Service Provider” means any internet access service provider and/or any other parties that provides Internet access to the Customer.

PIN means any identification assigned by the Bank to and to be used by the Customer for access to the Bank’s service, including but not limited to any confidential password, phrase, code or number.

“Relevant Person” means any bank, service providers, internet service providers, digital certificate authority, certification authority, electronic, computer, telecommunications, financial or institution providing financial related services involved in the Electronic Services from time to time..

“SMS” means Short Message Service which is a service for sending short text messages to a cellular phone or any other device which is capable of receiving or displaying such messages.

“Third Party” means any persons or parties apart from the Bank, designated by the Bank to provide and/or process the functioning of Electronic Services, whether directly or indirectly, from time to time as deemed necessary.

2. PROVISION OF ELECTRONIC SERVICES

- 2.1 The Bank, with whom the Customer has opened one or more Accounts, may at its sole and absolute discretion make available to a Customer the use of Electronic Services in respect of or in connection with the Accounts of the Customer.

- 2.2 A Customer of the Bank who has opened one or more Accounts may apply to the Bank for the use of Electronic Services, but the Bank reserves the right to reject or accept such applications and is not obliged to respond to any request for information from unsuccessful applicants.

- 2.3 The Customer shall not send or give instructions or directions to the Bank through E-mail Service. The Bank shall not be obliged to act on any instructions (whether digitally signed or not) so received through E-mail Service.

- 2.4 Whenever the Customer applies for any account to be accessed through the Bank’s Electronic Service, such application will also be deemed to be an application for such account to be accessed through Electronic Services provided by the Bank. Any such account will thus be available for access through the Electronic Services.

3. INTERNET BANKING SERVICE

3.1 The Service

- (a) The Bank may, upon approval of the Customer’s application under Clause 2 of this Terms and Conditions, provide or provide access to any communications, processing or transaction system provided by the Bank and, where applicable, may license the Customer to access data via the internet and/or use software provided by the Bank.

- (b) The Bank shall supply to the Customer for any service agreed (a “Service”), from time to time, user guides, manuals, data, processes and other documentation (the “Materials”) and any other relevant service agreement. Materials may be modified by the Bank from time to time and the Bank shall inform the Customer of any modification. In the event of any conflict between any such service agreement and these terms and conditions, such service agreement shall prevail in respect of the relevant Service.

- (c) The Bank has the right to determine and modify from time to time the scope and type of the Services to be made available at its sole discretion including but not limited to:

- (i) expanding, modifying or reducing the services;

- (ii) imposing and modifying any restrictions on the use of the Services or any transactions;
- (iii) prescribing and changing the normal service hours during which the services are available and any daily cut-off time for any type of Services or transactions.
- (d) The Customer shall provide to the Bank all documents and other information reasonably required by it to provide any Service.

3.2 Authority

The Customer and Authorised User uses the electronic service in accordance with the Materials or other relevant service agreements shall be deemed as the authorization granted to the Bank. The Bank may rely on the authority of each Authorised User to transmit information, instructions, payment orders, messages and other communications (each, a "Communication") on its behalf and to do any other act until the Bank has received written notice or other notice acceptable to it of any change from a duly authorised person and the Bank has had reasonable time to act (after which time it may rely on the change).

3.3 Communications

- (a) The Bank shall inform the Customer of the procedures and practices, including the use of verification codes, encryption, passwords, digital signatures and certificates, and other security devices, systems and software (the "Procedures"), designed to verify the origination (but not errors in transmission or content, including discrepancies between account names and numbers) of Communications sent by the Customer and the Bank. The Customer and the Bank acknowledge the risk associated with transmitting Communications and will comply with the Procedures in connection with each Communication. The Customer and the Bank acknowledges and accepts the legality, effectiveness and safety of the Procedures and communications sent to the Bank through the Procedures shall be deemed as made in person and binding on customers in all circumstances. If the Bank takes any action not provided in the Procedures in connection with any Communication, such additional action shall not become part of the Procedures.
- (b) If the Bank complies with the Procedures in respect of a Communication, the Bank shall be entitled to act on that Communication and shall not be obliged to verify the content of such Communication, to establish the identity of the person giving it or to await any written confirmation of the Communication to be given by the Customer. In addition, provided the Bank complies with the Procedures, the Bank shall not be liable for acting on, and the Customer agrees to be bound by, any Communication sent in the name of the Customer. The Bank may act on a Communication by reference to the account number only, even if the name on the account is also provided.
- (c) The Bank is not obliged to act on a Communication which is not transmitted in accordance with the Procedures. The Bank may act on an incomplete Communication where, in the Bank's reasonable opinion, it contains sufficient information. The Bank has no duty to discover, and shall not be liable for, errors or omissions made by the Customer or the duplication of any Communication by the Customer.
- (d) The Bank shall be entitled, at its absolute discretion and without giving any notice or reason therefor, to refuse to execute any Communication including in instances where

the Bank reasonably doubts its contents, authorisation, origination or its compliance with the Procedures. The Bank may provide notice, which may be by telephone, to the Customer of any such rejected Communication.

- (e) If the Customer informs the Bank that it wishes to recall, cancel or amend a Communication after it has been received by the Bank, the Bank may use its reasonable efforts to assist the Customer to do so, but shall not be liable for any loss, cost or expense suffered by the Customer if the Bank does not or is unable to amend, cancel or recall that Communication. The Customer hereby agrees to indemnify the Bank against any loss, liability, claim or expense (including legal fees) it may incur in connection with assisting the Customer to recall, cancel or amend a Communication.

3.4 Software Licence

- (a) Where applicable, the Bank hereby grants to the Customer a personal, non-exclusive, non-transferable licence to use any software made available to the Customer by or on behalf of the Bank (the "Software") for the purposes of making and receiving Communications and using any Service.
- (b) The Bank will provide one copy of the Software for the Customer facility at which the Bank approves in writing the use of the Software, together with such copies of any Materials relating to the Software or any Service as the Bank considers necessary to enable the Customer to use the Software.
- (c) The Customer shall only use the Software in connection with these terms and conditions and in accordance with the Procedures and the Materials. The Customer shall notify the Bank immediately if it becomes aware of any unauthorised use of the Software.
- (d) The Customer shall not copy the Software other than (i) to make three copies of the Software for archival purposes, (ii) in the case of an emergency where the Bank has given its written permission for the making of a specified number of additional copies, or (iii) to enable the replacement of Software recorded on defective media, and in each case provided the Bank's copyright and other proprietary notices, as they appear on the most recent version of the Software, are included on all copies.
- (e) The Customer shall not (i) alter or modify any Software, (ii) reverse engineer, decompile, reverse input or disassemble the Software or (iii) assign, sub-licence, or otherwise transfer, publish or disclose the Software.
- (f) The Bank does not warrant that the Software or any communication, processing or transaction system is error free or defect free, or that the Software is compatible with any equipment not provided or approved by the Bank.
- (g) The Software and related Intellectual Property Rights together with any Intellectual Property Rights relating to any Communication or any Service are and shall remain the absolute property of the Bank and no licences other than those expressly contained herein are granted to the Customer.

3.5 Limited Warranty for Software/Disclaimer of Other Warranties

- (a) The Bank warrants that it will use reasonable efforts to ensure that the Software will perform in substantial conformity with the applicable Materials for so long as these terms and conditions are in effect (the "Warranty Period"). This warranty is the only performance warranty made by the Bank with respect to the Software.

- (b) The Bank will indemnify, defend and hold harmless the Customer against, and the Customer grants the Bank sole control in its defence and disposition of, any claim arising under the above warranty which alleges that use of the Software infringes a copyright, trade secret, trademark or service mark of a third person. The above indemnity is not effective unless the Bank is promptly notified in writing of the claim.
- (c) The Bank does not make, and the Customer now expressly waives, all other warranties, express or implied, including, in particular, any warranty as to the compatibility of the Software with any other equipment or other software not provided or approved by the Bank.

3.6 Performance

In acting on any Communication and providing the Services, the Bank is authorised to use any communications, processing or transaction system or intermediary bank it reasonably selects. The Bank's performance is subject to the rules and regulations in force from time to time of any such system or intermediary bank.

3.7 Responsibility

- (a) The Bank shall be responsible in accordance with Clause 3 of this Terms and Conditions for acting on the Customer's Communications. The Bank shall not be liable for delay or failure in performance by, nor the accuracy of any Communication provided by the Customer and shall have no liability to the Customer for any indirect, incidental or consequential loss or damages (including loss of profit), even if advised of the possibility of such loss or damages.
- (b) The Bank does not guarantee access to any communications, processing or transaction system including that provided by the Bank and accepts no liability to the Customer for any period when any such communication system is unavailable or disrupted or for any related delays or disruption in the provision of any Service.
- (c) Notwithstanding Clause 3.7(a) of this Terms and Conditions, in the case of a breach of the warranty in Clause 3.5 of this Terms and Conditions or an error relating to Software, the Bank shall only be liable for correcting defective Software and/or reprocessing or retransmitting any affected Communication or transaction at no additional charge to the Customer. This constitutes the Customer's sole remedy and the Bank's sole liability financial or otherwise, for any breach of warranty contained in Clause 3.5 of this Terms and Conditions.
- (d) Neither the Customer nor the Bank shall be liable for any failure to perform any obligation under this Clause 3 of Terms and Conditions if such performance would result in it being in breach of any laws, regulations or other requirements of any government or other authority in accordance with which it is required to act, as it shall determine.

3.8 Equipment

- (a) If in connection with these terms and conditions, the Customer operates equipment (including hardware and security devices), the Customer shall ensure the security, proper use and maintenance of the equipment.
- (b) If the Bank supplies equipment, the Bank shall remain the owner and the Customer agrees to be responsible for the same, to use it solely in the manner specified in the Materials and in connection with the relevant Service and not to remove

or modify any name or other identifying mark on the equipment. The Customer will maintain any equipment supplied by the Bank (at the Customer's expense) according to the applicable installation and operating manuals and to applicable building and electrical and code requirements.

- (c) If equipment not supplied by the Bank is to be used by the Customer, the Customer agrees only to use equipment of a type approved by the Bank and to maintain it and use it in the manner specified in the Materials and Procedures and in connection with the relevant Service.
- (d) The Customer will use all reasonable endeavours to ensure that equipment operated by the Customer (whether or not supplied by the Bank) is virus-free and that no virus will be transmitted from the equipment as a result of the Customer's use of the equipment.

3.9 Information

- (a) The Products, Services, Software, Intellectual Property Rights, Materials, data and any information provided to or obtained by the Customer in connection with these terms and conditions ("Bank Information") is the exclusive, valuable and confidential property of the Bank. The Customer agrees to keep all Bank Information confidential and to limit access to its employees (under a similar duty of confidentiality) who require access in the normal course of their employment except to the extent any Bank Information is already in the public domain or the Customer is required to do otherwise by law or judicial process, and to use it in the manner designated by the Bank and in the ordinary course of the Customer's business.
- (b) To the extent not prohibited by applicable law, the Customer authorises the transfer of any information relating to the Customer to and between authorised service providers used by the Bank for confidential use in connection with the provision of products or services to the Customer (including for data processing purposes).
- (c) The Customer shall notify the Bank promptly if it discovers or reasonably suspects that any Bank Information has been or may be compromised or disclosed to any unauthorised person.

3.10 Advertising

Neither the Customer nor the Bank shall display the name, trademark or service mark of the other without the prior written approval of the other. The Customer shall not advertise or promote any Service without the Bank's prior written consent.

3.11 Termination

Upon termination of any Service pursuant to Clauses 11.2 and 11.3 of this Terms and Conditions, (i) the Bank may cancel any extension of credit made available in connection with any Service at any time and (ii) the Customer shall return to the Bank all related Bank Information and equipment supplied by the Bank, within 5 Business Days and all rights granted under these terms and conditions will immediately revert to the Bank. The Bank may (as appropriate) take immediate possession of the Bank Information or equipment supplied by the Bank and all copies thereof. All restrictive provisions of these terms and conditions, which by their nature should survive, such as warranty disclaimers, limitations of liability, confidentiality, and governing law will survive termination of the software license and of these terms and conditions.

4. CONFIDENTIALITY

- 4.1 Any Access Device may be dispatched by or on behalf of the Bank to the Customer or its Authorised User who has applied to the Bank for the issue of the Access Device: (i) at the last known address of the Customer, (ii) by collection by the Customer or such Authorised User, or (iii) in such other manner as the Bank may deem appropriate at the Customer's own risk. The Bank shall be entitled to issue a separate Access Device to any Authorised User who has applied for the issue of the Access Device when there is more than one Authorised User.
- 4.2 The Access Device shall only be used by the Authorised User of the Electronic Services to whom the Access Device is dispatched by the Bank at the request of the Customer. If the Authorised User to whom the Access Device is given is no longer authorised to use the Electronic Services, the Customer shall immediately notify the Bank and notwithstanding such notification, the Customer shall be liable for and indemnify the Bank against any transactions performed or effected by the Authorised User or any other person using the Access Device issued to the Authorised Users.
- 4.3 The Customer shall notify the Bank immediately upon receipt of any data and information through Electronic Services which is not intended for the Customer. The Customer agrees that all such data or information shall be deleted from the Customer's computer system immediately.
- 4.4 The Customer and the Authorised User acknowledges that it is his/her sole responsibility to prevent the loss, disclosure or unauthorized use of any Access Device. The Bank shall not be responsible or liable for any loss caused to or damage suffered by the Customer if any person should obtain possession of any Access Device and obtain payment of any monies belonging to the Customer.

5. LIABILITY & INDEMNITY

- 5.1 The Customer shall be responsible and liable for any disclosure or unauthorised use of any Access Device and/or any information of the Customer's account(s) by the Customer or its Authorised User or any other person. The Customer shall also ensure that its Authorised User does not make any disclosure to any person or permit any unauthorised use of any Access Device and/or any of the Customer's account(s). The Bank shall not be responsible or liable for any loss caused to or damage incurred or suffered by the Customer or any person by reason of or arising from or as a consequence of the use of any Access Device to transfer any funds and/or perform any banking transactions in connection with any account(s) of the Customer with the Bank and/or to obtain and/or make any payment of any monies belonging to the Customer. The Customer shall indemnify the Bank from and against and in respect of all liabilities, losses, charges and expenses (including legal fees and costs on a full indemnity basis) claims demands actions and proceedings which the Bank may incur or sustain directly or indirectly by reason of or arising from or as a consequence of the use of any Access Device by the Customer, its Authorised User or any third party including without any limitation, all liabilities, losses and damages arising from the access of any account information, transfer of any funds and/or performance of any banking transactions in connection with any account(s) of the Customer with the Bank and/or the receipt or payment of any monies belonging to the Customer, whether or not authorised by the Customer.
- 5.2 The Bank shall be entitled to act on any instructions or communications transmitted electronically or otherwise by the Customer or any person by any use (whether authorized or unauthorised by the Customer) of the Customer's Access Device or such other form or means of identification as may be specified

by the Bank in its absolute discretion at any time from time to time and shall not be liable for any loss to the Customer by so doing. The Customer acknowledges that unless the Customer receives confirmation of receipt from the Bank, the Customer's instructions may not have been received and accordingly, may not be carried out.

- 5.3 The Bank's records and any records of the instructions, communications, operations or transactions made or performed, processed or effected through the Electronic Services by the Customer or its Authorised User or any person purporting to be the Customer or its Authorised User (with or without the consent of the Customer or the Authorised User) or any record of transactions relating to the operation of any Electronic Services and any record of any transactions maintained by the Bank or any Relevant Person authorised by the Bank or any Relevant Person relating to or connected with Electronic Services shall be binding and conclusive on the Customer for all purposes whatsoever and shall be conclusive evidence of the transaction and the Customer's liability to the Bank and the Customer agrees not to dispute the validity, accuracy or authenticity of any such records and evidence.
- 5.4 The Customer's instructions shall be irrevocable and binding on the Customer upon transmission by the Customer. The Bank is not obliged to act on any request to cancel, revoke, reverse or amend any instructions for payment or any other instructions after it has been transmitted by the Customer to the Bank.
- 5.5 The Bank shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by the Customer in relation to or in respect of any instructions, operations or transactions (whether or not using the Customer's PIN or any Access Device) effected by the Customer or purported to be effected by the Customer and/or the Authorised User using the Electronic Services howsoever caused including but not limited to the non-compliance by the Customer or the Authorised Users with these terms and conditions and the Bank's inability to provide Electronic Services as a result of malfunction partial or total failure of any network terminal or any data processing system, security system, computer teletransmission or telecommunications system or other circumstances beyond the control of the Bank or any bank financial institution or any person or any organisation involved in the above mentioned systems.
- 5.6 The Bank shall not be responsible or liable for any loss, damage or embarrassment suffered by the Customer by reason of or arising from but not limited to:
- 5.6.1 The Customer not having sufficient funds in the relevant account to make any payment or transfers.
- 5.6.2 Inability of Customer to perform any transaction due to limits set by the Bank from time to time.
- 5.6.3 Any loss or damage caused by equipment, the Internet browser providers, the Internet Service Providers, the network service providers or their agents or sub-contractors.
- 5.6.4 Any intrusion or attack by any person, hardware, software, virus, Trojan horse, worm, bot and/or macro or other harmful components that may interfere with the Bank's Electronic Service (including the use of any Access Device to access the Bank's Electronic Service), the web browser or the Bank's, the Customer's or the Internet Service Provider's Computer System.
- 5.6.5 Any breakdown or malfunction of any equipment, system or software (including any Access Device) used in

- connection with Electronic Services, whether belonging to the Bank or not including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, telecommunication or other communications network or system or any part of the electronic fund transfer system.
- 5.6.6 Lack of information or failure by the Customer to provide clear, necessary and complete information for completing the payment or transfers or performance of the transaction.
- 5.6.7 Any use, misuse, purported use or misuse, loss, theft or unauthorised use of the Customer's Card or Access Device.
- 5.6.8 Any use, misuse, purported use or misuse or unauthorized use of the Electronic Services.
- 5.6.9 Any destruction or alteration of Customer's instructions or any other instructions, data or information transmitted by the Customer through Electronic Services.
- 5.6.10 Any unauthentic, inaccurate, incomplete, out-of-date and erroneous transmission of Customer's instructions that might be transmitted through any media or transmission by the Bank of any data or information through the Electronic Services.
- 5.6.11 Any failure by the Customer to follow the latest or current instructions, procedures and directions for using Electronic Services and/or any refusal by the Bank to act as a result hereof.
- 5.6.12 Any Electronic Services not being available or functioning.
- 5.6.13 The Customer's computer or hardware or any other device (including any Access Device) not working or functioning properly.
- 5.6.14 The Computer System providing information necessary to complete the payment or transfer not working properly or not being able to be accessed by the Customer.
- 5.6.15 The Customer not furnishing timely and accurate information in relation with or in connection with the transaction or performance of the transaction.
- 5.6.16 Any delays, failures, omissions, interference with or impediment, interruption or disruption of business or operations caused by but not limited to force majeure, act of God, war, warlike hostilities, riots, blockades, strike, embargoes, or machine or equipment failure, or suspension of operation of Electronic Services and circumstances beyond the control of the Bank.
- 5.7 Any transactions or operations made or performed or processed or effected by with or through the use of the Electronic Services after the relevant cut-off time on any day will be entered, shown or recorded in the books and records of the Bank on or for the next business day following the date of the transaction. The Bank's decisions on banking transactions and other financial applications are at the sole and absolute discretion of the Bank.
- 5.8 The Customer undertakes to indemnify the Bank from and against and in respect of all liabilities, losses, charges and expenses (including legal fees and costs on a full indemnity basis) claims demands actions and proceedings which the Bank may incur or sustain directly or indirectly from or by reason of or in relation to the use, misuse or purported use or misuse of the Electronic Services, due to failure of software or failure of security or failure of computer peripheries as provided by any Third Party, and shall pay such monies to the Bank upon its demand.
- 5.9 The Bank shall be entitled to levy or impose service charges from time to time in respect of services rendered to the Customer provided that details of the charges are made known to the Customer in writing or in any manner so deemed applicable by the Bank. The Customer authorises the Bank to deduct from any of its Accounts such service charges as payment to the Bank for the provision and/or use of the Electronic Services.
- 5.10 The Customer acknowledges and agrees that the Bank has sole and exclusive ownership and rights including all intellectual property rights in and to the Bank's Computer Systems and Electronic Service, including, without limitation to web-site, and all contents and any updates thereof.
- 5.11 In the event that the Customer's Access Device is exposed due to any unauthorised or other hardware device(s) attached or loaded and/or software program(s) loaded or installed to/in the computer or device which is used to access any Electronic Services, the Bank shall not be responsible or liable for any loss, damage, embarrassment thereby incurred or suffered (whether directly or indirectly) by the Customer.
- 5.12 The Bank shall be under no liability for any damage, loss or expense, or for any obligation to pay or reimburse interest to the Customer for unsuccessful transaction through the use of Electronic Services.
- 5.13 The Customer shall bear all risks arising from the use of the Electronic Services, agrees to perform and ratify any contract entered into with or action taken by the Bank as the result of any communications or otherwise through the Electronic Services and agrees to keep the Bank indemnified against any loss or damage whatsoever which the Bank may suffer or incur thereby.
- 5.14 If payment has been made by the Bank as a result of the use of the Electronic Services by any Customer or any Authorised User after the Earlier Payment Instructions on the Customer's account (s) but before the same has been honoured by the Bank then the Bank shall be entitled to disregard such Earlier Payment Instruction and the account(s) shall be corrected by the dishonour or return of cheques or instruments and the reversing of payment instructions, as the case may be, if there are not sufficient available funds in the Customer's account(s) at the opening of business on the next business day following Earlier Payment Instructions.
- 5.15 The Bank is not obliged to make such payments or transfers in respect of or in connection with any transactions performed or effected by the Customer if the Customer has not maintained sufficient funds in the Customer's account(s) specified by the Customer at the time the transaction is performed or effected. The Customer shall ensure that there are sufficient funds in the specified Customer's account(s) with the Bank, at the time of the transaction before completing the transaction.
- 5.16 The Bank shall not be obliged to verify the accuracy of the account numbers or the identity of the account holders of any account with the Bank or any other bank. Where payments and funds transfers are made to other banks and/or organisations, the Bank shall not be responsible for any loss or damage caused to or suffered by the Customer rising from non-acceptance or rejection by the receiving banks or any failure, delay or error by the receiving banks or billing organisations in crediting the account of the Customer's payee.
- 5.17 The Customer shall not hold the Bank liable for any direct or indirect loss or damage which may be suffered by the Customer as a result of any failure by any network not provided by the Bank to perform any or all of the electronic data interchange functions required to be performed by it.

5.18 The Bank reserves the right at any time to set, vary or cancel limits for any transactions, facilities, services and products that may be carried out through Electronic Services, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability periods.

5.19 The Customer acknowledges and agrees that some content, software, products and services available from, accessible through or provided as part of, ancillary to or in conjunction with the Electronic Services are or may be provided by third party service providers or through the use of third party software and/or content and under no circumstances shall it be construed that the Bank is a party to any transaction between the Customer and such third party service providers or that such third party products, services, software, and/or content are provided by the Bank. Accordingly, the Bank shall not be liable in any way for any products, services, software and/or content obtained, and/or purchased from or rendered by such third party/parties or be responsible for any failure to deliver such products, services, content and/or software, customer enquiries, technical support, maintenance services and/or any other obligations or services relating to or in respect of such products, services, software and/or content, which shall be the sole responsibility of the relevant third party. The Customer further acknowledges that the access, use and/or purchase of such products, services, software and/or content may be subject to additional terms and conditions prescribed by the relevant third party, and hereby agrees to comply with and observe all such terms and conditions and where required by such third party, to execute any document containing such terms and conditions. The Customer shall accept that, due to the laws of some countries, the Customer may not be able to access or use, or may be prevented by the Bank from accessing or using, the Bank's Electronic Service in such countries as the Bank may determine from time to time and will not hold the Bank liable for such inability to access or use the the Bank's Electronic Service.

6. CHARGES/COMMISSIONS

6.1 The Bank may debit the Account(s) with the full amount of any charges or fees as stated in the Bank's pricing guide or any other costs and expenses, interest, taxes and penalties (including without limitation legal fees on a full indemnity basis and stamp fees) payable by the Customer to the Bank in respect of :-

- (a) any Products and/or Services;
- (b) any liability of any nature arising in respect of the Account(s) or otherwise; or
- (c) any overdrawn sums on the Account(s).

6.2 The Bank may at any time at its absolute discretion and upon written notice to the Customer, change the prevailing rate and/or amount of any charges or fees payable by the Customer as stated in the Bank's pricing guide. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

7. CONSENT TO DISCLOSURE

7.1 The Customer hereby gives his written permission to the Bank as well as any other of its officers for the disclosing, divulging or revealing of any information whatsoever regarding the money or otherwise particulars of the Customer or the Customer's Account including any Access Device:-

- (i) to any person purporting to be the Customer upon verification of his identity by the Bank to its satisfaction in accordance with its prevailing procedure;

- (ii) to any Relevant Person or to any third party which the Customer (or any person using any Access Device purported to be the Customer) may from time to time wish to transact with whether directly or indirectly, via the use of Electronic Services, and vice versa;

- (iii) to any person as may be necessary or appropriate or that may arise from the use or access (whether or not authorised) in relation to the operation of any Electronic Services made available to the Customer.

7.2 The Customer agrees that the Bank shall not be responsible or liable for any loss or damage suffered by the Customer as a result of the disclosure, divulging or revealing of any information concerning the Customer or the Customer's account with the Bank (whether or not such disclosure is inadvertent or occurs as a result of any unauthorised access or otherwise).

7.3 The Customer acknowledges and accepts the possibility that there may be from time to time inadvertent disclosures by the Bank and/or any of their officers or officials of information regarding the Customer, the moneys or any other relevant particulars of the accounts of the Customer with the Bank in the course of providing information relevant to transactions, instructions, communications or operations effected or purported to be effected by the Customer or any person purporting to be the Customer using or with the use of the Electronic Services and hereby waives all its rights and remedies against the Bank for such inadvertent disclosures.

7.4 While the Bank will use its best endeavours to ensure that all information transmitted using the Electronic Services is secure and cannot be accessed by unauthorised third parties, the Bank does not warrant the security of any information transmitted by or to the Customer using Electronic Services. Accordingly, the Customer accepts the risk that any information transmitted or received using the Electronic Services may be accessed by unauthorised third parties and consents to and will not hold the Bank liable for any such access or any loss or damage suffered as a result thereof.

7.5 The Customer agrees that neither the Bank nor any of their officers and officials shall be liable for any loss or damage suffered by the Customer as a result of disclosing, divulging or revealing of any information concerning the Customer or the Customer's accounts with the Bank by the Bank and/or their officers or officials and they are authorised to make such disclosures.

8. NO WARRANTY

8.1 The Information and materials contained in the Bank's website for accessing the the Bank's Electronic Service, including text, graphics, links or other items are provided "As is", "As Available". The Bank does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in such information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.

8.1A The Access Device is provided "As is" and "As Available". The Bank shall have no liability in relation to any Access Device including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose is given in conjunction with the Access Devices.

8.2 The Customer may produce a print-out of transactions and/or statements from his own computer terminal. The Customer acknowledges that such print-out does not constitute a transaction advice from the Bank and shall not be binding on the Bank.

9. COMMUNICATIONS

9.1 The Customer shall notify the Bank in writing (or, in such other mode(s) and/or methods agreed by the Bank from time to time) of any change in the Customer's particulars. If the Customer intends to change account information related to Electronic Service with the Bank, the Customer shall make changes timely in accordance with relevant procedures, including but not limited to change in basic registration information, adding new subsidiary or subsidiary de-registration, new account opening or account closure, changing the account opening bank, account number, name of the account. The customer shall bear all the risks and consequences prior to the changes been made in relevant procedure.

9.2 Any statement, advice, confirmation, notice, demand and all other correspondence by the Bank under these Terms and Conditions ("the Correspondence") shall be served on the Customer:-

- (a) (where the Customer is an individual) on the Customer (or the Customer's personal representatives) personally or (where the Customer is a corporation or partnership) on any of the Customer's officers or partners personally;
- (b) by sending it to the Customer or to any of the Customer's officers or partners (as the case may be) at the Customer's last address registered with the Bank; or
- (c) by telex or facsimile addressed in any such manner as aforesaid to the Customer's telex or facsimile address last registered with the Bank. The Correspondence shall be deemed to have been delivered on the day it was delivered personally or transmitted by telex or facsimile or if sent by post on the 5th day (for domestic post) and 10th day (for international post) following posting.

9.3 In the case of joint accounts, any notice served in accordance herewith on one of the Customers shall be deemed validly served on all the Customers.

10. AMENDMENT(S)

10.1 The Bank may at any time at its absolute discretion and upon written notice (in the way described in Clause 10.3) to the Customer, change any one or more of these Terms and Conditions. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

10.2 Where the Customer continues to use the electronic services after such notification, the Customer shall be deemed to have agreed with and accepted the amendments. If the Customer does not accept any such amendments, the Customer shall forthwith discontinue operating the electronic service and instruct the Bank to terminate the service.

10.3 The Bank may notify the Customer of any changes to these Terms and Conditions by:-

- (i) publishing such changes in the Statements of Account to be sent to the Customer;
- (ii) displaying such changes at the Bank's branches or automated teller machines;
- (iii) posting such changes on the Bank's website;

(iv) electronic mail or letter;

(v) publishing such changes in any newspapers; or

(vi) such other means of communication as the Bank may determine in its absolute discretion.

10.4 In the event that the Bank decides in its absolute discretion to discontinue the provision of any type of Accounts governed by these terms and conditions permanently, the Bank shall give written notice of such discontinuation to the Customer. Such discontinuation shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

11. GENERAL

11.1 Any goods and services tax or other levies now or hereafter imposed by law or required to be paid in respect of any monies payable to or received or receivable by the Bank or any expenses incurred by the Bank, shall (except to the extent prohibited by law) be borne and paid by the Customer and the Bank shall be entitled to debit the same from the Customer's account(s).

11.2 The Bank may at any time without giving any reason or prior notice suspend or terminate the operations or whole or any part of the Electronic Services without being responsible for any loss or damage suffered thereby.

11.3 The Customer may upon at least 30 days' prior written notice to the Bank to the Bank terminate any Electronic Service availed to the Customer.

11.4 The use of any Access Device issued to, or otherwise used by, the Authorised User(s) by any person shall be deemed as made by the Customer in person and binding on the Customer in respect of all transactions involving any and all of the accounts of the Customer linked through the Electronic Services.

11.5 The Bank may at its absolute discretion record all telephone conversations and to retain such recordings for so long as it thinks fit and the Customer agrees to the recordings and the use thereof and any transcripts which the Bank may make for any purpose that the Bank deems desirable, including their use as evidence in any proceedings against the Customer or any other person.

11.6 Interpretation and Application of Other Terms

(a) Where Products are made available to the Customer by the Bank on separate terms, those terms shall be read in conjunction with these Terms and Conditions. In the event of any conflict, the specific terms applicable to the relevant Products shall prevail.

(b) These Terms and Conditions shall be read in conjunction with the OCBC Terms and Conditions Governing Deposit Accounts. In the event of any conflict, these Terms and Conditions shall prevail over the Terms and Conditions Governing Deposit Accounts.

11.7 The Terms and Conditions shall be governed and construed in all respects in accordance with the laws of the People's Republic of China but in enforcing the Terms and Conditions the Bank is at liberty to initiate and take actions or proceedings or otherwise against the Customer in the People's Republic of China or elsewhere as the Bank may deem fit.

11.8 The Terms and Conditions may be written in both English and Chinese language. In the event of any conflict, discrepancy or inconsistency between the two versions, the Chinese version shall prevail.