

《賬戶及服務一般條款》修訂通知
– 修改有關招商永隆企業一網通服務部分
(2021年1月31日生效)

招商永隆銀行有限公司(「本公司」)之《賬戶及服務一般條款》第 I 部分 P 節(招商永隆企業一網通服務)將有以下修訂：

- ◇ 修改第 1 至 3 條條款
- ◇ 新增第 4 及 29 條條款，原有第 4 至 60 條條款將重新編號為第 5 至 28 條及第 30 至 60 條條款
- ◇ 修改新編號第 5、6、7、9、10、13、16(e)、18、33、35、40、44、51、52、53、54 及 57 條條款
- ◇ 只修改新編號第 25 及 39 條條款的英文版本

此通知之中、英文版本如有任何歧異，一概以英文版本為準。

如閣下就本修訂通知生效後繼續使用本公司提供的賬戶或服務，上述修訂將對閣下具有約束力。如閣下不接受本通知中的更改，閣下有權根據《賬戶及服務一般條款》終止閣下的賬戶及服務，有關修訂詳情請參閱附件。

如有任何查詢，歡迎親臨招商永隆銀行各分行或致電客戶服務熱線 230 95555。

招商永隆銀行有限公司謹啟
2020 年 12 月

附件

第 I 部分：一般條款及重要事項

P. 招商永隆企業一網通服務

- 1 招商永隆企業一網通服務是由本公司提供予企業客戶及機構之網上銀行服務。在本節內：

對「閣下」或「閣下的」之提述是指閣下的公司或機構。如合適，該詞語亦包括已被閣下容許透過招商永隆企業一網通服務登入其賬戶之閣下的附屬公司及關聯公司（下稱「各成員」，各成員一詞包括該等附屬公司及關聯公司以及閣下）。

「管理員」指由閣下指定成為管理員並可代表閣下登入及／或使用招商永隆企業一網通服務之使用者。

「審批員」指由管理員指定成為審批員並可代表閣下登入及／或使用招商永隆企業一網通服務之使用者。

「複核員」指由管理員指定成為複核員並可代表閣下登入及／或使用招商永隆企業一網通服務之使用者。

「電子指示」指通過招商永隆企業一網通服務由閣下給予或送交本公司之任何指示、要求、申請、訊息、數據或通訊。

「集團代號」指由本公司提供或接納或由閣下所採用的任何識別字詞、名字、編碼或數字，用以為招商永隆企業一網通服務之目的識別閣下的集團代號。

「登記名號」，就使用者而言，指由本公司提供或接納或由閣下或該使用者所選定或採用的任何識別字詞、名字、編碼或數字，用以為招商永隆企業一網通服務之目的識別該使用者的登記名號。

「操作員」指由管理員指定成為操作員並可代表閣下登入及／或使用招商永隆企業一網通服務之使用者。

「本公司的電腦系統」指受本公司操控而作為提供招商永隆企業一網通服務或與其有關的任何電腦設備及軟件。

「密碼」指出具予閣下或任何使用者或由閣下或任何使用者採用的任何識別數字、保安編碼或其他密碼，用以發出電子指示。

「保安編碼」指一個由保安裝置產生的一次性密碼或識別碼，用以容許使用者發出電子指示。

「保安裝置」指本公司指定的任何保安編碼器、提供用戶確認／進行數碼簽署的電子裝置，或其他類似裝置、設備、機器或方法，用以協助使用者產生保安編碼。

「使用者」指獲授權代表閣下登入及／或使用招商永隆企業一網通服務的任何管理員、審批員、複核員、操作員或任何其他使用者。

「本公司網站」指由本公司指定之一個或多個網站而通過該網站閣下可登入及／或使用招商永隆企業一網通服務

「本集團」指招商永隆銀行有限公司及其附屬公司。

- 2 透過招商永隆企業一網通服務之服務範圍及種類、適用之限制及交易限額、適用於某一服務之截止時間、適用收費及其他關於招商永隆企業一網通服務之事項均由本公司以其絕對酌情權不時釐定。本公司可在任何時間酌情增加、修改、減少、限制或暫停招商永隆企業一網通服務，無須通知。本公司有權根據《賬戶及服務一般條款》第 I 部分 A 節第 13 條就招商永隆企業一網通服務之使用或終止收取或更改收費。
- 3 招商永隆企業一網通服務將容許一家公司或機構操作相關賬戶並使用在招商永隆企業一網通服務下其本身及其各成員（如適用）與本公司所開立的所有賬戶之服務。如果閣下已授權若干成員使用招商永隆企業一網通服務，閣下確認其已獲妥為授權使用該等服務。如各成員就招商永隆企業一網通服務的所有目的而言，已妥為授權閣下就該等服務代表所有成員，閣下確認他們已妥為授權閣下就該等服務代表他們（行事）。閣下確認，任何使用者若操作或管理一間公司或機構的任何客戶賬戶，而它是《證券及期貨條例》所指的持牌法團，則該使用者即屬獲授權處理該客戶賬戶的該持牌法團之獲授權代表。
- 4 閣下聲明閣下及/或閣下的各成員（如適用）擁有完全的權限申請招商永隆企業一網通服務，包括獲得並提供相關法團決議案及/或 SWIFT 授權，以及閣下的各成員已同意透過閣下的指定使用者就招商永隆企業一網通服務之目的操作其各自的賬戶。閣下的集團代號將被用作有關閣下的機構及其各成員在本公司所持有的賬戶之綜合代號。

- 5 為操作招商永隆企業一網通服務，閣下將會委任一位或多於一位管理員，而管理員可不時委任一位或多於一位審批員、複核員或操作員，以及訂明其權力、功能、任期、登記名號、密碼、可使用賬戶及其他適用詳情。
- 6 閣下可委任不超過本公司不時准許的管理員數目。如有多於一位管理員，該等管理員及其當中每位將獲授權按照閣下所指定的權力及方式行事。在本第 P 節內，對管理員的提述是指按照該等權力及方式行事的（各）管理員。即使有前述各項，以任何一位管理員的登記名號發出的任何電子指示將被視作獲閣下全面授權。
- 7 管理員將獲閣下授權，全面管理招商永隆企業一網通服務的使用情況，包括：
 - (a) 登記將會透過招商永隆企業一網通服務操作的閣下及閣下的各成員之賬戶及透過招商永隆企業一網通服務設定每個賬戶的交易限額；
 - (b) 委任、免任、暫停及重新啟動審批員、複核員及操作員，設定及重新設定其密碼，以及指明其權限範圍；
 - (c) 設定可能為招商永隆企業一網通服務之目的而設定的任何操作或其他事宜或規範界限；
 - (d) 在與招商永隆企業一網通服務及透過招商永隆企業一網通服務的任何交易相關的情況下，代表閣下作出任何通知、申請或通訊；
 - (e) 發出或批准任何電子指示；
 - (f) 查閱透過招商永隆企業一網通服務的一切財務及交易資料；及
 - (g) 本公司可能不時指明的其他功能。
- 9 本公司獲授權在無須作出任何查詢下，將以閣下的集團代號發出的任何電子指示視作代表閣下或相關成員（如適用）發出，獲妥為授權的指示。
- 10 本公司獲授權在無須作出任何查詢下，將以閣下的登記名號發出的任何電子指示視作經由相關使用者代表閣下或相關成員（如適用）發出的指示。
- 13 除作為登入及／或使用本公司所提供的服務的用途外，閣下不可使用招商永隆企業一網通服務作其他用途。閣下亦須確保透過招商永隆企業一網通服務傳送的電子指示內容及閣下對招商永隆企業一網通服務之使用會合符而不會抵觸任何適用法律。

- 16(e) 被授權人：閣下的每位被授權人（如在本條款第 IV 部分所界定）有全權，通過使用其密碼向本公司發出的電子指示，代表閣下在各方面行事，包括代表閣下訂立任何外匯交易，並代表閣下就任何外匯交易向本公司給予任何指示。如本公司同意，對於任何通過電話或其他方式發出的指示，任何閣下的簽字安排將不適用（只要該指示不涉及提供被授權人的簽名），而本公司獲授權執行任一被授權人的指示。
- 18 閣下同意負責設定、監察及管理閣下公司的或機構的、或閣下成員的（如適用）及閣下的使用者登入及使用招商永隆企業一網通服務的保安措施，特別是電腦或器材應用、電腦防毒、密碼、保安裝置及資料的保安措施。閣下亦同意負責確定閣下的簽署安排及交易批准安排，並同意如果該等安排發生任何變更，將以通常方法或本公司不時所提供的表格盡快通知本公司。
- 25 在使用正確保安編碼的情況下，本公司應沒有責任核實或調查發出電子指示人士的身份或權限。本公司亦不承擔核實由管理員或使用者所發出的任何電子指示是否適宜或完整的任何責任或法律責任。閣下明白、承認並接納：
- (a) 保安編碼的唯一目的是確定透過招商永隆企業一網通服務所傳送的任何電子指示或資料內容的真實性，而不是確定該等電子指示或資料內容的準確性，亦不是查找該等電子指示或資料內容中的錯誤，以及閣下應就閣下任何指示的重複發出及就閣下指示內容的完整性和準確性以及傳送該等指示予本公司單獨負上責任；
 - (b) 通過任何保安編碼進行的認證及核實程序，即構成商業上合理且可接受的保安程序；
 - (c) 就招商永隆企業一網通服務輸入正確登記名號及相應保安編碼，即構成本公司可能依賴並據以行事的資料數據或電子指示之真實性以及該等資料數據或電子指示發出者之權限的證據；
 - (d) 本公司將會依賴任何保安編碼，如同其為閣下的名稱及簽署一樣；及
 - (e) 現尚未設立任何程序以查找傳送錯誤或在所查閱資料或電子指示的內容上之錯誤。閣下承認並確認，閣下有責任設定足夠的內部監控、保安程序及措施，以防止保安編碼及／或保安裝置外洩或被任何人士未經授權使用或不當使用。

（中文版本維持不變）

- 29 《賬戶及服務一般條款》中列出有關密碼之處理、使用及安全的條款之第 I 部分 A 節第 4 條，應適用於招商永隆企業一網通服務。
- 33 閣下同意任何不時通過由本公司指定之傳送方式（包括電郵、電話或短訊）傳送之交易警示可能會被透露予任何使用者。
- 35 除有明顯錯誤外，本公司就任何電子指示及有關交易及信息的電腦數據記錄（包括適用的匯率），乃不可推翻並對閣下具有約束力。閣下同意這些數據記錄在適用法律容許的範圍內，可被法庭接納為證明該等交易及信息確實存在及數據記錄所載屬實的證據。在閣下電腦或登入器材的螢幕顯示的交易及信息只供閣下參考之用。此外，本公司根據本 P 節及招商永隆企業一網通服務對費率、數額或其他事項所作出的任何證明或釐定，在無明顯錯誤情況下，均屬其所涉及的各事項之不可推翻證據。
- 39 任何已發出的電子指示，除非得到本公司同意外，均不可修改，推翻或撤回。若閣下要求本公司修改或取消任何電子指示，本公司將按合理及商業上可行之前提辦理。但本公司沒有義務遵守任何這些修改或取消電子指示的要求。（中文版本維持不變）
- 40 如果電子指示不遵照任何適用法律或不符正常用途及銀行業務慣例，本公司有權拒絕執行電子指示。若出現以下情況本公司有權在沒有事先通知下隨時拒絕或延遲辦理電子指示：
- (a) 本公司懷疑電子指示的真實性或發出電子指示的人的授權；
 - (b) 本公司懷疑或，按本公司之意見，認為電子指示有或涉及任何錯誤、不準確、不完整、不清晰、不合法或有欺詐成份，或該電子指示已被撤回、推翻、無效或過期；
 - (c) 若本公司執行該電子指示會超越本公司或閣下設定（以較低者為準）的適用上限（包括任何交易上限、使用者上限或其他上限）；
 - (d) 有關賬戶並沒有足夠資金進行該電子指示的交易；
 - (e) 有關賬戶因任何因由而已被暫時中止、結清、凍結或以其他方式使之無法使用；或
 - (f) 本公司知悉或懷疑有保安事故。

即使有前述規定，本公司並無責任調查完成電子指示的使用者的真實性或權限，以及無須在任何方面就閣下因任何不準確、不充份或不完整的電子指示所產生的任何損失、損害、開支或法律責任負上法律責任。

- 44 本公司不能保證本公司所提供的招商永隆企業一網通服務沒有可能對閣下自身的手機、硬件、軟件、系統或設備產生不利影響之電腦病毒或其他破壞性或擾亂性的特色/徵。對於閣下的設備、電腦、器材、軟件或接駁導致不能登入或使用招商永隆企業一網通服務或因為它們而產生的不正確資料，本公司不會負上任何責任。
- 51 閣下可給予本公司不少於 30 天的書面通知，隨時終止使用招商永隆企業一網通服務，但此舉不會結束閣下在本公司開設的賬戶。閣下明白、同意並承認，在招商永隆企業一網通服務終止後，所有使用招商永隆企業一網通服務的未完成指示應予以取消。
- 52 本公司可書面通知閣下隨時終止閣下對招商永隆企業一網通服務的使用。尤其是，如果閣下違反閣下在本條款下的任何責任，本公司可立即終止招商永隆企業一網通服務。本公司透過招商永隆企業一網通服務發出的終止通知，或當閣下試圖使用任何集團代號、登記名號、密碼及／或保安編碼登入招商永隆企業一網通服務時登入出現的終止通知，當本公司的電腦系統已發送或在本公司網站上予以提供之時應具有效力。
- 53 若任何一方終止閣下可使用的招商永隆企業一網通服務，閣下必須在終止後立即將所有本公司發出予閣下及所有使用者的保安裝置退還本公司，否則本公司可向閣下收取有關的手續費及費用。本公司按第 21 條發出有關保安裝置的許可，在終止招商永隆企業一網通服務時自動取消。
- 54 終止閣下可使用的招商永隆企業一網通服務並不影響任何已產生的權利或義務。第 32 條將在終止使用後繼續有效。在終止日前引起但並未完全完成的交易（除非本公司酌情另外決定外）將不可撤銷，並按本條款管制直至完成為止。
- 57 閣下保證閣下已合法及有效地按其註冊地之法律註冊成立及有良好地位。

Revision Notice of General Conditions for Accounts and Services
- Amendment of the Part related to U-BANK@CMBWLB Services
(With effect from 31st January 2021)

CMB Wing Lung Bank Limited will revise the Section P (U-BANK@CMBWLB Services) of Part I of our *General Conditions for Accounts and Services* as follows:

- ✧ Conditions 1 to 3 will be revised
- ✧ Condition 4 and 29 will be added and the existing Conditions 4 to 60 will be renumbered as Conditions 5 to 28 and 30 to 62
- ✧ Renumbered Conditions 5, 6, 7, 9, 10, 13, 16(e), 18, 33, 35, 40, 44, 51, 52, 53, 54 and 57 will be revised
- ✧ Only English version of Renumbered Condition 25 and 39 will be revised

In case of discrepancies between the English and Chinese versions of this Notice, the English version shall prevail.

The changes under this Notice shall be binding on you should you continue to use the services or accounts provided by us after the changes come into effect. Should you not accept the changes under this Notice, please note that you have a right to terminate your accounts and services as provided for under the *General Conditions for Accounts and Services*. For details of the amendment, please refer to the attachment.

Should you have any enquiries, please visit any of our branches or contact our Customer Services Hotline at 230 95555.

For and on behalf of
CMB Wing Lung Bank Limited
December 2020

Attachment

PART I: GENERAL CONDITIONS AND IMPORTANT NOTICE

P. U-BANK@CMBWLB Services

- 1 U-BANK@CMBWLB Services is an internet banking service provided by us to corporate customers and institutions. In this section:

References to “you” or “your” refer to your corporation or institution. Where appropriate, the term also includes your subsidiaries and related companies that have been allowed by you to access their accounts via the U-BANK@CMBWLB Services (“Members”, which expression includes such subsidiaries and related companies as well as you).

“Administrator” means a User who is appointed by you as administrator to have access to and use U-BANK@CMBWLB Services on your behalf.

“Authorizer” means a User who is appointed by the Administrator as an authorizer to have access to and/or use U-BANK@CMBWLB Services on your behalf.

“Checker” means a User who is appointed by the Administrator as a checker to have access to and/or use U-BANK@CMBWLB Services on your behalf.

“Electronic Instruction” means any instruction, request, application, message, data or communication given or delivered by you to us through U-BANK@CMBWLB Services.

“Group ID” means any identification phrase, name, code or number provided or accepted by us, or adopted by you, for identifying you for the purposes of U-BANK@CMBWLB Services.

“Logon ID” means, in relation to a User, any identification phrase, name, code or number provided or accepted by us, or selected or adopted by you or the User, for identifying such User for the purposes of U-BANK@CMBWLB Services.

“Operator” means a User who is appointed by the Administrator as an operator to have access to and/or use U-BANK@CMBWLB Services on your behalf.

“Our Computer System” means any computer equipment and software for providing or otherwise in connection with U-BANK@CMBWLB Services, which are operated under our control.

“Password” means any identification number, Security Code or any other password that is issued to or adopted by you or any User to give Electronic Instructions.

“Security Code” means a one-time password or identification number which is generated by a Security Device to enable a User to give Electronic Instructions.

“Security Device” means any security token or any electric device which provides User identification, digital signature generation or other device, equipment, machine or method that is designated by us for use by a User to generate a Security Code.

“User” means any Administrator, Authorizer, Checker, Operator or any other user who is authorized to have access to and/or use U-BANK@CMBWLB Services on your behalf.

- 2 The scope and types of service made available by us, the applicable restrictions and transaction limits, the cut-off times and dates applicable to a particular type of service, the applicable service fees and other features in respect of U-BANK@CMBWLB Services will be determined by us from time to time at our absolute discretion. We may at our discretion add to, modify, reduce, restrict or suspend U-BANK@CMBWLB Services at any time without notice. We have the right to charge or vary fees for the use or termination of the U-BANK@CMBWLB Services in accordance with Clause 13, Section A, Part I of the *General Conditions for Accounts and Services*.
- 3 U-BANK@CMBWLB Services will permit a corporation or institution to operate the accounts and access the services under the U-BANK@CMBWLB Services of all accounts opened by itself and its Members (where applicable) with us. If you have authorized certain Members to access the U-BANK@CMBWLB Services, you confirm that they have been duly authorized to access such services. Where the Members have authorized you to represent all Members for all purposes of U-BANK@CMBWLB Services, you confirm that they have duly authorized you to represent them for such services. You confirm that any User who operates or manages any client account of a corporation or institution which is a licensed corporation under the Securities and Futures Ordinance, is an authorized representative of such licensed corporation authorized to deal with such client account.
- 4 You represent that you and/or your Members (where applicable) have full authority to apply for the U-BANK@CMBWLB Services, including, obtaining and providing the relevant corporate resolutions and/or SWIFT authorisations, and that your Members have consented to the operation of their respective accounts through your appointed Users for the purposes of the U-BANK@CMBWLB Services. Your Group ID will serve as the consolidated ID for the accounts your institution and its Members hold with us.
- 5 To operate U-BANK@CMBWLB Services, you will appoint one or more Administrators, who may from time to time appoint one or more Authorizers, Checkers or Operators and prescribe their powers, functions, term, Login ID, Password, accessible accounts and other particulars as appropriate.
- 6 You may appoint up to such number of Administrators as we may permit from time to time. If there is more than one Administrator, the Administrators and each of them will be authorized to act with the powers and in the manner designated by you. In this Section P, references to

- Administrator refer to the Administrator(s) acting in accordance with such powers and manner. Notwithstanding the foregoing, any Electronic Instruction given with the Logon ID of any one Administrator will be treated as fully authorized by you.
- 7 The Administrator will be authorized by you to have overall management of the use of U-BANK@CMBWLB Services, including:
 - (a) registering accounts of you and your Members to be operated through U-BANK@CMBWLB Services and setting any transaction limit for each account through U-BANK@CMBWLB Services;
 - (b) appointing, removing, suspending and reactivating Authorizers, Checkers and Operators, setting and resetting their Passwords, and specifying their scope of authority;
 - (c) setting any operational or other matters or perimeters that may be set for the purposes of U-BANK@CMBWLB Services;
 - (d) giving any notice, application or communication on your behalf in connection with U-BANK@CMBWLB Services and any transaction through U-BANK@CMBWLB Services;
 - (e) giving or authorizing any Electronic Instruction;
 - (f) viewing all financial and transactional information through U-BANK@CMBWLB Services; and
 - (g) such other functions as we may specify from time to time.
 - 9 We are authorized to treat, without any enquiry, any Electronic Instruction given with your Group ID as a duly authorized instruction given on your or the relevant Member's (where applicable) behalf.
 - 10 We are authorized to treat, without any enquiry, any Electronic Instruction given with a Logon ID as given by the relevant User on your or the relevant Member's (where applicable) behalf.
 - 13 You shall not use U-BANK@CMBWLB Services for any purpose other than accessing and/or using an available service provided by us. You shall ensure that the contents of any Electronic Instruction sent through U-BANK@CMBWLB Services and your use of the U-BANK@CMBWLB Services will comply with and will not violate any applicable law.
 - 16(e) Authorized Person: Each of your Authorized Persons (as defined in Part IV of these Conditions) shall have full authority, by using his Password to give Electronic Instructions to us, to act for you in all respects, including to enter into any FX Transactions on your behalf and give any instructions on your behalf to us in connection with any FX Transactions. Any signing arrangement of you will not apply to any instructions given (subject to our agreement) by telephone or other means where the signature of the Authorized Person(s) is not provided, and we are authorized to execute such instructions by any one Authorized Person.

- 18 You agree to be responsible for the set-up, control and management of security measures in relation to your company's or institution's, your Member's (where applicable), and your User's access to and use of U-BANK@CMBWLB Services, especially security measures relating to the use of computer or device, computer anti-virus, Password, Security Device and information. You also agree to be responsible for determining your signing arrangements and transaction approval arrangements, and agree to inform us as soon as possible if there are any changes to these arrangements by the usual forms as provided by us from time to time.
- 25 We shall have no duty to verify or investigate the identity or authority of the person giving an Electronic Instruction if the correct Security Code is used. Neither shall we assume any duty or liability for verifying the propriety or integrity of any Electronic Instruction given by the Administrators or Users. You understand, acknowledge and accept that:
- (a) the only purpose of the Security Code(s) is to determine the authenticity and not to determine the accuracy of, nor discover errors in, any Electronic Instruction or content of the information, transmitted, through U-BANK@CMBWLB Services and you shall be solely responsible for the duplication of any of your instructions and for the completeness and accuracy of the contents of your instructions and their transmission to us;
 - (b) that the procedure of authentication and verification through any Security Code constitutes a commercially reasonable and acceptable security procedure;
 - (c) the entry of correct Logon ID and corresponding Security Code on U-BANK@CMBWLB Services constitutes evidence of the authenticity of the data or Electronic Instructions and authority of the originator of such data or Electronic Instructions which we may rely and act upon;
 - (d) that we will rely on any Security Code as if it were your name and signature; and
 - (e) that no procedure has been established to discover transmission errors or in the content of the information accessed or Electronic Instructions. You acknowledge and confirm that you are responsible for putting in place adequate internal control, security procedures and measures to prevent the Security Code and/or Security Device from leakage or unauthorized use or misuse by any person.
- 29 Clause 4, Section A, Part I of the *General Conditions for Accounts and Services*, setting out the terms in relation to the handling, use and security of passwords, shall be applicable to the U-BANK@ CMBWLB Services.
- 33 You agree that any transaction alert delivered through any channels (including email, phone, or SMS) designated by us from time to time may be disclosed to any User.

35 Our computer data records of any Electronic Instructions and all related transactions and messages (including applicable exchange rates) are, save to the extent of manifest error, conclusive and binding on you. You agree that they shall be admissible in the courts as evidence of the existence of the transactions and messages, and of the facts contained therein, to the extent permitted by the applicable law. Transactions and messages as shown on your computer or access device are for your reference only. Additionally, any certification or determination by the Bank of a rate, amount or other thing under this Section P and the U-BANK@CMBWLB Services is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

39 Any Electronic Instruction, once given, may not be amended, revoked or withdrawn without our consent. If you request us to modify or cancel any Electronic Instruction, we will make efforts to such request on a reasonable and commercially practicable basis. However, we are not obligated to comply with such a request.

40 We are entitled to refuse to carry out an Electronic Instruction if it does not comply with any applicable law or is not in accordance with the normal uses and banking practices. We may at any time refuse to act on or delay acting on an Electronic Instruction without prior notice if:

- (a) we suspect the authenticity of an Electronic Instruction or the authority of the person giving it;
- (b) we suspect or, in our opinion, consider that there is any error, inaccuracy, incompleteness, lack of clarity, illegality, fraud in the contents of or in connection with the Electronic Instruction or that the Electronic Instruction may have been withdrawn, revoked, ineffective or expired;
- (c) any applicable limit (including any transaction limit, limit on the authority of the relevant User or otherwise) imposed by us or you, whichever is lower, would be exceeded if we act on the Electronic Instruction;
- (d) the relevant account does not have sufficient fund to carry out the transaction pursuant to the Electronic Instruction;
- (e) the relevant account has been suspended, closed, frozen or otherwise made unusable for any reason; or
- (f) we know of or suspect of a breach of security.

Notwithstanding the foregoing, we are under no duty to investigate the authenticity or authority of the User effecting the Electronic Instructions and shall not be liable for any loss, damage, expenses or liability whatsoever suffered by you by reason of any inaccurate, inadequate or incomplete Electronic Instructions in any way.

- 44 We cannot guarantee that the U-BANK@CMBWLB Services we provide are free from computer viruses or other destructive or disruptive features which may adversely affect your own mobile phone, hardware, software, system or equipment. We will not be responsible for your failure to have access to or use U-BANK@CMBWLB Services, or any incorrect information howsoever arising from your equipment, computer, device, software or connection.
- 51 You may terminate the U-BANK@CMBWLB Services available to you at any time by giving not less than 30 days' written notice to us. This will not terminate your accounts with us. You understand, agree and acknowledge that all outstanding instructions for the use of the U-BANK@CMBWLB Services shall be cancelled upon termination of the U-BANK@CMBWLB Services.
- 52 We may terminate the U-BANK@CMBWLB Services available to you at any time by written notice to you. In particular we may immediately terminate U-BANK@CMBWLB Services if you breach any of your obligations under these Conditions. Our notice of termination dispatched through U-BANK@CMBWLB Services or made available on an attempted access with your Group ID, Logon ID, Password and/or Security Code shall have effect when it has been dispatched by Our Computer System or made available on the Website.
- 53 If either we or you terminate U-BANK@CMBWLB Services available to you, you must return all Security Devices to us immediately upon such termination, otherwise we may charge you all the related service charges and fees. The licence granted by us under Condition 21 in respect of any Security Device shall be automatically terminated upon termination of U-BANK@CMBWLB Services.
- 54 Termination of U-BANK@CMBWLB Services available to you will not affect any accrued rights or obligations. Condition 32 shall survive termination. Any transaction which has been initiated prior to the termination date that has not been fully executed, will not be rescinded (unless we, in our sole discretion, determines otherwise) and shall remain subject to these Conditions until fully completed.
- 57 You warrant and represent that you have been duly incorporated in accordance with the law of the place of incorporation and are in good standing.