

《賬戶及服務一般條款》修訂通知
(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》將有以下修訂：

第 I 部分：一般條款及重要事項

- ◇ 修改 A 節（一般情況）第 1.2 條條款
- ◇ 新增 A 節（一般情況）第 5.8 條條款
- ◇ 修改 B 節（往來賬戶）第 1(g)、1(i) 及 3 條條款
- ◇ 修改 J 節（人民幣賬戶）第 1、2.1 及 2.2 條條款

第 IV 部分：外匯交易

- ◇ 只修改第 8.1、8.2 及 9.2 條條款的英文版本

在中文版本內，所有提及「中國大陸」的措辭將改為「中國內地」。

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 10 月

附件

第 I 部分：一般條款及重要事項

A. 一般情況

- 1.2 閣下確認就閣下所知及所信，在任何時間向本公司提供的資料為真實及準確的。閣下已向本公司登記的資料如有更改，閣下將立即通知本公司。假如閣下發覺或相信閣下的身份證明文件遺失或被竊，閣下將盡快告知本公司。
- 5.8 除非出現非本行所能控制的特別情況（例如發出黑色暴雨警告或八號或以上颱風警告），否則在本地銀行開出的支票，一般將於在將支票交付本行作代收的營業日後第二個營業日下午 3 時 30 分之後，方可提取票款，但在星期六交付本行的支票，將於緊接該星期六之後的第二個營業日下午 3 時 30 分之後，方可提取票款，而在緊接星期六之前的一個營業日交付本行的支票，將於緊接該星期六之後的一個營業日下午 3 時 30 分之後，方可提取票款。

B. 往來賬戶

- 1(g) 本公司可將支票簿親自送遞給閣下，或交給支票簿申請表格的持有人，或按照閣下的指示寄給閣下，風險由閣下承擔。請確保閣下之通訊地址資料正確及可安全收取郵寄之支票簿。
- 1(i) 請將閣下的支票簿鎖好，妥善保管。
- 3 對於錯誤填寫、經更改而沒有閣下全簽、經切割或註明未來日期或已過期（支票有效期為六個月）的支票，本公司可將該未付款的支票退回。

J. 人民幣賬戶

- 1 一般
- (a) 客戶於本公司香港總行或分行開立人民幣存款賬戶，不可於本公司內地分行提存。
 - (b) 本公司不提供人民幣跨境透支服務。
 - (c) 人民幣存款利息計算以一年 360 日為基礎。
 - (d) 現鈔提存，只限面額人民幣 10 元、20 元、50 元及 100 元的完整無缺鈔票。
 - (e) 如欲提取大額人民幣現鈔，需預先與本公司聯絡安排。

- 2.1 香港身份證持有人（年滿 18 歲）可申請在本公司開立人民幣存款賬戶。
- 2.2 閣下同意賬戶的操作應受制於本公司施加的任何限制（如中國內地或香港的任何監管機構或其他當局或香港有關人民幣交換及結算服務的交換／結算如此要求，該等限制可即時有效）包括：
- (a) 閣下只可向在其名下的中國內地的賬戶匯款，並受限於可能不時施加的限額及自中國內地銀行之前所匯來的任何未用資金；
 - (b) 閣下的人民幣往來賬戶的人民幣支票可簽發用以支付閣下在廣東省（包括深圳）的個人消費開銷（消費性支出並不包括(i)購買固定資產或金融資產的支出及(ii)跨境貿易的支出）。在香港使用人民幣支票須遵循香港銀行業務的常用規則。在廣東省（包括深圳）使用人民幣支票以可能不時施加的限額為限（「上限」）。凡支票均不得轉讓，只可存入收款人賬戶；
 - (c) 任何一張超過上限而要求在廣東省（包括深圳）兌現的支票（如有）將會被退票並收取相關退票手續費用；
 - (d) 人民幣往來賬戶不得作任何跨境透支信貸安排；
 - (e) 若本公司在某一日所收到要求在廣東省（包括深圳）兌現的多張支票合計超過上限，本公司可以拒付並退回該等支票中的任何一張並收取相關退票手續費用；及
 - (f) 每張支票的有效期為 6 個月。
- （有關手續費用請參閱《一般銀行服務及招商永隆「金葵花理財」服務收費》）。

第 IV 部分：外匯交易（中文版本維持不變）

- 8.1 **支付費用：**閣下須就本公司在該協議下的有關交易按本公司不時通知閣下的收費率、款額和方式向本公司支付費用、佣金及收費。
- 8.2 **費用彌償：**閣下須向本公司彌償本公司就該協議下交易而合理招致的一切損失、合理費用和開支（包括按完全彌償基準的法律費用），包括本公司因下述情況而招致的一切損失、合理費用和開支：

- (a) 履行、完成或強制執行或保護該協議或該協議下交易的權利；
- (b) 擬備、簽署或修改與該協議或該協議下任何交易的任何文件；或
- (c) 閣下不能妥善及準時地履行其在該協議下及該協議下交易的責任。

9.2 **違約利息：**本公司可就閣下於到期日未付的任何款項收取違約利息（其利率和計算基礎由本公司不時決定）。閣下就逾期未付款項支付違約利息的義務應持續直至閣下欠本公司的一切款項全數償還為止。除另行規定者外，任何逾期未付款項的適用違約利率是 8.5% 年利率加本公司最優惠利率或本公司資金成本（以較高者為準）。

Revision Notice of General Conditions for Accounts and Services
(With effect from 31st January 2021)

CMB Wing Lung Bank Limited will revise our *General Conditions for Accounts and Services* as follows:

PART I: GENERAL CONDITIONS AND IMPORTANT NOTICE

- ✧ Condition 1.2 of Section A (General) will be revised
- ✧ Condition 5.8 of Section A (General) will be added
- ✧ Conditions 1(g), 1(i) & 3 of Section B (Current Account) will be revised
- ✧ Condition 1, 2.1 & 2.2 of Section J (Renminbi Account) will be revised

PART IV: FOREIGN EXCHANGE TRANSACTIONS

- ✧ Only English version of Condition 8.1, 8.2 & 9.2 will be revised

For Chinese version, all reference to the wordings “中國大陸” will be revised as “中國內地”.

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
October 2020

Attachment

PART I: GENERAL CONDITIONS AND IMPORTANT NOTICE

A. GENERAL

- 1.2 You confirm that all information given to us at any time are, to your best knowledge and belief, true and accurate. You will promptly notify us of any change of your information registered with us. If you find or believe that your identity document is lost or stolen, you should notify us as soon as possible.
- 5.8 Unless there are exceptional circumstances beyond the Bank's control such as when a Black Rainstorm warning is issued or a typhoon signal No. 8 or above is hoisted, the proceeds of a cheque drawn on a local bank will normally be available for drawing after 3:30 p.m. on the second Business Day following the Business Day on which the cheque is deposited with the Bank for collection, except that proceeds of cheques deposited with the Bank on a Saturday will be available for drawing after 3:30 p.m. on the second Business Day immediately following the Saturday and proceeds of cheques deposited with the Bank on a Business Day immediately preceding a Saturday will be available for drawing after 3:30 p.m. on the Business Day immediately following the Saturday.

B. CURRENT ACCOUNT

- 1(g) We may deliver a cheque book to you in person or, at your risk, hand it to the bearer of a Cheque Book Application Form or forward it by post to you according to your instructions. Please ensure the correctness of your mailing address and can receive the cheque book safely by mail.
- 1(i) Please keep your cheque books in a secure place and under lock.
3. We may return unpaid a cheque which is incorrectly completed, altered without your full signature, mutilated, post-dated or out-of-date (the validity period of cheque will be 6 months).

J. RENMINBI ACCOUNTS

1. General
 - (a) Customers opening a Renminbi deposit account with our Head Office or branches in Hong Kong are not allowed to withdraw/deposit at mainland branches of our Bank.
 - (b) Cross-border Overdraft on Renminbi account is not available.
 - (c) Interest on Renminbi deposit account is calculated on the basis of 360 days a year.
 - (d) Our Bank only accepts Renminbi cash withdrawal and deposit in note form with denominations of RMB10, 20, 50 and 100. Damaged notes will not be accepted for deposit.

- (e) Please contact our Bank in advance for cash withdrawal in large quantities.
- 2.1 Hong Kong Identity Card holders (age of 18 years or above) may apply to open RMB deposits accounts.
- 2.2 You agree that the operation of the account will be subject to the restrictions from time to time imposed by us (which restrictions may have immediate effect if so required by any regulator or other authority in mainland China or Hong Kong or by the clearing institution for RMB clearing and settlement services in Hong Kong) including:
- (a) remittances to mainland China may only be made to an account in your name, and is subject to such limit as may from time to time be imposed plus any unused funds previously remitted from the banks in mainland China;
 - (b) RMB cheques on your RMB current account can be issued for the purpose of making payments for your personal consumer spending (Consumer spending does not cover: (i) expenditure for purchasing fixed assets or financial assets and (ii) expenditure for settlement of cross-border trade) in Guangdong Province (including Shenzhen). Use of RMB cheques in Hong Kong shall comply with the usual banking practices in Hong Kong. Use of RMB cheques in Guangdong Province (including Shenzhen) is subject to such limit which may from time to time be imposed (“Cap”). No cheque may be transferable and can only be deposited into the payee’s account;
 - (c) any one cheque for payment in Guangdong Province (including Shenzhen) exceeding the Cap will be bounced and a relevant handling fee will be charged;
 - (d) no cross-border overdraft facility is allowed on a RMB current account;
 - (e) if a number of cheques for payment in Guangdong Province (including Shenzhen) are received by us on a particular day that in aggregate exceed the Cap, we may bounce any of the cheques and a relevant handling fee will be charged; and
 - (f) the validity period of each RMB cheque will be 6 months.

(Relevant handling fee please refer to General Banking and CMB Wing Lung Sunflower Service Charges.)

PART IV: FOREIGN EXCHANGE TRANSACTIONS

- 8.1 **Payment of fees:** You shall pay to us the fees, commissions and charges in connection with the transactions contemplated under the Agreement at the rate and in the amount and manner notified by us to you from time to time.
- 8.2 **Cost Indemnity:** You shall indemnify us against all losses, reasonable costs and expenses (including the legal fees on a full indemnity basis) reasonably incurred by us in connection with the transactions contemplated in the Agreement, including all losses, costs and expenses reasonably incurred by us as a result of:-
- (a) the performance, perfection or enforcement of, or the preservation of rights under, the Agreement or any transaction contemplated in the Agreement;
 - (b) the preparation, execution or amendment of any documents in connection with the Agreement or any transaction contemplated in the Agreement; or
 - (c) your failure to duly and timely perform its obligations under the Agreement or any transaction contemplated in the Agreement.
- 9.2 **Default Interest:** We may charge default interest (at such rate and on such basis as we may determine from time to time) on any sum not paid by you when due. Your obligation to pay default interest on overdue sums shall continue until all sums owing by you to us have been paid in full. Unless otherwise stipulated, a default rate of 8.5% per annum over the higher of our best lending rate and our cost of fund, will apply to any sum not paid when due.