

<u>《賬戶及服務一般條款》修訂通知</u> (2023年11月26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1部分:一般條款及重要事項

- ◆ 更新 A 節(一般情況)第7.1條條款:刪除終止賬戶或終止服務後交還保安編碼器安排。
- ◆ 更新 Q 節(快速支付系統服務)第 5.8 條條款:增加 5.8(a)條。
- ◆ 更新 Q 節(快速支付系統服務)第 6.2(c)條條款:補充 第 6.2(c)條條款的適用範圍。

有關修改後的條款已撮述在附件中,並以刪除線標示已刪 除的內容,以下劃底線標示已新增的內容,以茲識別。

此修訂通知之中、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

2023年10月

附件

第 I 部分:一般條款及重要事項

A. 一般情況

7.1 當閣下的賬戶無結餘以及並無未履行交易和責任時,閣下可經給予本公司最少30天事先書面通知後,隨時終止該賬戶或終止某項服務。終止某項服務不會自行結束閣下在本公司開立的賬戶。若本公司曾向閣下提供保安編碼器,閣下必須在終止賬戶或服務時將其交還本公司。

Q. 快速支付系統服務

- 5.8 其他有關付款及資金轉賬的責任
 - (a)在發出付款或交易的指示時,閣下同意採取合理可行的步驟以保障閣下自身的利益、資金及資產免受欺詐或其他非法活動的損害。閣下每次均有責任查證收款人實屬可靠並且交易實屬真確,以及作出明智的判斷。為協助閣下對欺詐、詐騙和欺騙活動保持警惕,本行將根據從快速支付系統或香港警務處不時接收到的風險警告、訊息及指標發出風險警示。
 - (b)本公司將按本節及現有條款下的適用條文處理 閣下就銀行服務所發出的任何指示。閣下須遵 守其他有關付款、資金轉賬及直接付款授權的 責任,包括但不限於在相關賬戶存有足夠資金 用作不時結清付款及資金轉賬指示。
 - 6.2 (c)為求清晰,本公司無須就閣下或任何其他人 士因或有關下列一項或多項事宜,而可能招致 或蒙受的任何種類的損失、損害或開支負有法 律責任:
 - (i) 閣下未遵守閣下有關銀行服務的責任;及
 - (ii) 結算公司快速支付系統或快速支付系統的 任何功能產生或引致的,或本公司可合理控制 以外的情況引致的任何延誤、無法使用、中斷、 故障或錯誤,包括本行從快速支付系統或香港 警務處接收到有關懷疑欺詐、詐騙或欺騙的風 險警告、訊息及指標的任何延誤或錯誤;及



Revision Notice of General Conditions for Accounts and Services (With effect from 26th November 2023)

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

PART I: GENERAL CONDITIONS AND IMPORTANT NOTICE

- Update Condition 7.1 of Section A (General): delete the arrangement of returning security token after terminating account or a service.
- Update Condition 5.8 of Section Q (Faster Payment System Service): add Condition 5.8 (a).
- ♦ Update Condition 6.2 (c) of Section Q (Faster Payment System Service): supplement the scope of Condition 6.2 (c).

We highlight the key changes to the terms and conditions under the attachment. The deleted contents are marked with strikethrough lines while the newly inserted contents are underlined for easy reference.

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

The changes under this Revision 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 2023

Attachment

PART I: GENERAL CONDITIONS AND IMPORTANT NOTICE A. GENERAL

7.1 You may terminate your account at any time when your account has a zero balance and no outstanding transactions and obligations, or terminate a service, by giving at least 30 days' prior written notice to us. Terminating a service will not by itself close your account with us. Where we have provided you with a security token, you must return the security token to us upon such termination.

O. FASTER PAYMENT SYSTEM SERVICE

- 5.8 Other obligations regarding payments and funds transfers
 - (a) In giving instructions to make payments or effect transactions, you agree to take reasonably practicable steps to safeguard your own interest, money and assets from fraud or other illegal activities. You are responsible to check whether the payment recipient and the transaction are real and trustworthy in each case and exercise sound judgement. To help you stay vigilant against frauds, scams and deceptions, we will send risk alerts based on the risk warnings, messages and indicators received by us from the Faster Payment System or Hong Kong Police Force from time to time.
 - (b) Any instruction given by you in relation to the Bank Services will be handled by us in accordance with this Section and the applicable provisions in the Existing Terms. You have to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.
- 6.2 (c) for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with one or more of the following:
 - (i) your failure to comply with your obligations relating to the Bank Services; and
 - (ii) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS or any functionality of the Faster Payment System, or arising from any circumstances beyond our reasonable control, including any delay or error relating to the risk warnings, messages and indicators about suspected frauds, scams or deceptions received by us from the Faster Payment System or Hong Kong Police Force; and