

《賬戶及服務一般條款》修訂通知
(2024年06月30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

◇ 新增 R 節（警示與轉賬交易）。

第 III 部分：理財服務

◇ 更新 E 節 第 10 條 條款

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

2024 年 05 月

附件

第 I 部分：一般條款及重要事項

R. 警示與轉賬交易

1. 警示與轉賬交易

1.1 此等條款適用於以下第 1.2 條定義的警示與轉賬交易。若此等條款跟其他條款及細則出現不一致，則就警示與轉賬交易而言，均以此等條款為準。閣下在此等條款生效日期當日或之後作出任何轉賬交易，即閣下確認閣下已接受此等條款並會受此等條款約束。

1.2 在此等條款中：

「警示」指對一項轉賬交易或相關的收款人或收款人戶口可能涉及欺詐或詐騙的警告訊息。

「防詐資料庫」包括由香港警務處或香港其他執法機關、政府機構或監管機構運作或管理的任何防詐騙搜尋器及／或防欺騙資料庫（包括但不限於防騙視伏器），不論其是否可供一般公眾人士或指定實體或組織使用。

「香港」指中華人民共和國香港特別行政區。

「轉賬交易」指閣下透過本行並使用任何本行不時指定的渠道或方式進行的資金轉移，包括下列一個或多個渠道或方式：網上銀行服務、手機銀行服務、招商永隆企業網上銀行服務，不論收款人戶口是否在本行開立；如文義要求或允許，包括閣下向本行發出進行轉賬交易的指示。

2. 發出警示的原因

2.1 警示旨在幫助閣下在作出轉賬交易時保持警覺提防欺詐、詐騙及欺騙。閣下不應把警示當作替代閣下保障自身的利益、資金及資產免受欺詐或其他非法活動損害的責任。

3. 本行的角色、責任及責任限制

3.1 本行單靠防詐資料庫不時提供的資料來編製警示。防詐資料庫提供哪些交易、交易種類、風險標示或其他資料全由運作或管理該防詐資料庫的機構決定。本行不會就防詐資料庫並無提供資料的收款人、收款人戶口或交易編製警示。因此本行並不保證閣下沒有收到警示的轉賬交易不涉欺詐，亦不保證閣下收到警示的轉賬交易必屬欺詐。

3.2 本行可按其認為適當的方式編製及傳送警示。本行可考慮相關人士就警示的編製及傳送不時給予的反饋、意見或建議。相關人士可包括但不限於香港的執法機關或其他政府機構、監管機構或行業公會。本行可透過電子或其他方式向閣下傳送警示。

3.3 防詐資料庫的運作或其他方面均非由本行控制。本行不能保證任何防詐資料庫提供的資料是否真實、準確及最新。本行無須負責閣下或任何其他人士因任何防詐資料庫提供或未有提供任何資料，或因其延誤、無法使用、中斷、故障或錯誤而可能引致或蒙受的任何種類的損失、損害或開支，或本行可合理控制以外的情況而可能引致或蒙受的任何種類的

損失、損害或開支。

- 3.4 本行無須負責閣下或任何其他人士有關或因警示，或有關或因處理、執行或取消警示所涉的轉賬交易，而可能引致或蒙受的任何種類的損失、損害或開支，除非任何上述損失、損害或開支屬直接及可合理預見並直接且完全由於本行或本行人員、僱員或代理的[嚴重]疏忽或故意失責引致。
- 3.5 在任何情況下，就任何收益損失或任何特別、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），本行、本行的關聯公司或集團公司、本行的特許人、及上述彼等各自的人員、僱員或代理均無須向閣下或任何其他人士負責。
- 3.6 此等條款的内容均無意排除或限制任何不能合法地排除或限制的權利或責任。

4. 閣下的責任

- 4.1 閣下有責任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及確保收款人、收款人戶口、交易及交易詳情實屬真確並可靠。閣下應認真考慮是否進行或取消一項警示所涉的轉賬交易。閣下就進行或取消一項警示所涉的轉賬交易的決定均對閣下具約束力，且閣下應為後果負全責。

第 III 部分：理財服務

E. 基金投資儲蓄計劃

10. 閣下在通知本公司並且（若本公司有此要求）向本公司支付附加費之後，可隨時終止閣下的計劃。閣下可使用本公司所提供的表格或手機銀行，申請終止閣下的計劃。本公司可向閣下發出 7 天事先通知，終止閣下的計劃。然而，假如閣下在 2 個-3 個接續供款日未能全數支付每月供款總額，本公司可毋須給予通知終止閣下的計劃並可徵收附加費。

Revision Notice of General Conditions for Accounts and Services
(With effect from 30th June 2024)

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

PART I: GENERAL CONDITIONS AND IMPORTANT NOTICE

✧ Add Section R (Alerts and Money Transfers).

PART III: WEALTH MANAGEMENT SERVICES

✧ Conditions 10 of Section E will be updated.

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

May 2024

Attachment

PART I: GENERAL CONDITIONS AND IMPORTANT NOTICE

R. Alerts and Money Transfers

1. Alerts and Money Transfers

1.1 These Clauses apply to the Alerts and the Money Transfers as defined in Clause 1.2 below. If there is any inconsistency between these Clauses and the other terms and conditions, these Clauses will prevail insofar as the Alerts and Money Transfers are concerned. By making any Money Transfer on or after the date on which these Clauses come in effect, you confirm that you have accepted and will be bound by these Clauses.

1.2 In these Clauses:

“Alert” means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.

“Anti-fraud Database” includes any anti-fraud search engine and/or anti-deception database (including but not limited to Scameter) operated or managed by the Hong Kong Police Force or any other law enforcement agency or governmental body or regulatory authority of Hong Kong, whether it is accessible by the public in general or by designated entities or organisations.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“Money Transfer” means a transfer of money by you through the Bank via any channel or means specified by the Bank from time to time, including NET Banking Service, Mobile

Banking Service and CMB Wing Lung Corporate NET Banking Services whether the payee account is maintained with the Bank or not; and if the context requires or permits, includes an instruction given by you to the Bank to make a Money Transfer.

2. Reason for sending Alerts

2.1 The Alerts are intended to help you stay vigilant against frauds, scams and deceptions when making Money Transfers. You shall not take the Alerts as replacing your responsibility for safeguarding your own interests, money and assets from fraud or other illegal activities.

3. The Bank's role, responsibilities and restriction of liability

3.1 The Bank compiles the Alerts solely based on the information available from the Anti-fraud Databases from time to time. The operator or manager of an Anti-fraud Database solely decides what transactions, transaction types, risk indicators and other information are available from the Anti-fraud Database. The Bank would not compile any Alert relating to a payee, a payee account or a transaction if no information about it is available from the Anti-fraud Databases. Therefore, the Bank does not warrant that Money Transfers for which you do not receive Alerts are not fraudulent nor that Money Transfers for which you receive Alerts are fraudulent.

3.2 The Bank may compile and deliver the Alerts in such ways as it considers appropriate. The Bank may have regard to the feedback, comments or recommendations in relation to the compilation and delivery of the Alerts from time to time from the relevant persons. Relevant persons may include but not limited to law enforcement agencies or other governmental bodies, or regulatory authorities or industry associations of

Hong Kong. The Bank may deliver the Alerts to you by electronic or other means.

3.3 The Bank does not control the operation or any other aspect of the Anti-fraud Databases. The Bank cannot warrant whether the information available from any Anti-fraud Database is true, accurate and up-to-date. The Bank is not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from any information available or omitted from any Anti-fraud Database, or any delay, unavailability, disruption, failure, error of or caused by any Anti-fraud Database, or arising from any circumstances beyond the Bank's reasonable control.

3.4 The Bank is 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 the Alerts, or the processing, execution or cancellation of Money Transfers affected by the Alerts, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable, and arising directly and solely from the Bank's [gross] negligence or wilful default or that of its officers, employees or agents.

3.5 In no event will the Bank, its affiliates or group companies, its licensors, and its and their respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).

3.6 Nothing in these Clauses is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted.

4. Your responsibilities

4.1 You are responsible for taking reasonably practicable steps to safeguard your own interests, money and assets from fraud or other illegal activities. You are responsible to check and ensure that the payee, the payee account, the transaction and the transaction details are real and trustworthy in each case. You should consider carefully whether to proceed with or cancel a Money Transfer affected by an Alert. Your decision to proceed with or cancel a Money Transfer affected by an Alert is binding on you and you shall be solely responsible for the consequences.

PART III: WEALTH MANAGEMENT SERVICES

E. INVESTMENT FUND SAVINGS PLAN

10. You may terminate your plan at any time after notice to us and, if we require, paying us a surcharge. You may apply to terminate your plan by the form provided by us or Mobile Banking. We may terminate your plan by 7 days' prior notice to you. However, if you fail to pay the Total ~~Monthly~~ Contribution Amount in full on ~~2~~ 3 consecutive Contribution Dates, we may terminate your plan without notice and a surcharge may be levied by us.