

招商銀行集團成員 Member CMB Group

《賬戶及服務一般條款》修訂通知 - 新增微信支付服務 (2018年5月18日生效)

《賬戶及服務一般條款》第 I 部份 G 節將新增第 3 條條款。

新增條款:

第1部分:一般條款

- G. 網上銀行服務/手機銀行服務/移動證券 App 服務 / 微信支付服務
- 3. 微信支付服務
- 3.1 微信支付服務(「微信支付服務」或「WeChat Pay 服務」)構成本公司手機銀行服務的一部分。因此,就本 G(3) 節而言,本條款第 I 部分(一般條款) G 節 (網上銀行服務/手機銀行服務/移動證券 App 服務/微信支付服務)內對「手機銀行服務」的提述亦包括對微信支付服務的提述。本 G(3) 節屬增補而並不損害本條款的其他條文。
- 3.2 微信支付服務可能運用由獨立服務供應商(「**獨立服 務供應商**」)所開發及維持的手機應用程式(「**App**」)。
- 3.3 為使用微信支付服務,閣下須直接從 Apple App Store 或 Google Play 下載 App。閣下亦需根據微信支付服務的規定,登記閣下於本公司的個人賬戶(其數目按本公司可能不時准許者為準)作為操作賬戶及其他資料,並且(如有需要)可能就本公司或獨立服務供應商不時的規定採取其他行動。透過微信支付服務進行的所有交易將會在該等操作賬戶的賬戶紀錄內顯示。
- 3.4 閣下確認並同意,為提供微信支付服務,本公司可以不時向獨立服務供應商披露閣下所有的數據及資料。對於獨立服務供應商就閣下的數據及資料用於任何用綠或所作的其他行為或潰漏,本公司概不負責。
- 3.5 藉着使用微信支付服務,閣下同意本公司可處理看來 是代表閣下通過 App 傳送予本公司的任何數據、資料 及指示,並按照該等數據、資料及指示行事,而無須 作任何進一步查詢。對於該等數據、資料及指示的準 確性、完整性或適時性,本公司概不負責。
- 3.6 閣下確認並同意,微信支付服務將准許直接連結閣下 已登記的個人賬戶,包括付款、轉賬、瀏覽閣下的交

易紀錄及瀏覽賬戶結餘等。閣下確認並同意,本公司可為賬戶的登記及維護而收集及儲存閣下的電子裝置的獨特標識(即 SEID 號碼)及電子裝置的類型,以進行微信支付服務的資格核對。如果閣下不允許本公司使用該等資料,閣下登記及使用微信支付服務的申請可能不獲接受。

- 3.7 就任何目的而言,獨立服務供應商並非本公司的代理 人,且須自行負責其 App 的功能及操作,而獨立服務 供應商可不時對 App 作出更改。閣下可就微信支付服 務的賬戶登記、啟動、暫停或取消登記事宜與本公司 聯絡。閣下應就微信支付服務的使用或其他相關客戶 服務與獨立服務供應商聯絡。
- 3.8 對於因閣下使用或操作 App 時的任何故障、失靈、未經授權的截取、訛誤、遺失、錯誤或延遲,或因 App或因獨立服務供應商的任何行為或遺漏而引致的任何損失、損害或開支,本公司概不負責。對於閣下與獨立服務供應商之間的任何爭議,本公司概不負責,亦不負責就此作出調解。
- 3.9 在本公司沒有故意行為不當或疏忽的情況下,閣下須於本公司要求時,就閣下因使用微信支付服務或本公司按照看來是代表閣下通過App傳送予本公司的任何數據、資料或指示所作出的行事而引致的任何申索、法律責任或損失、或合理開支,對本公司作出彌償。
- 3.10 閣下同意遵守有關閣下使用的微信支付服務的所有 適用法律及規例(不論是在香港境內或境外)。
- 3.11 閣下可從電子裝置或以本公司或獨立服務供應商不時指明的其他方式取消微信支付服務的賬戶登記,惟即使已取消該項登記,閣下仍須就透過微信支付服務所進行的所有交易負上法律責任,直至在該賬戶下的所有到期須付款項(不論是否已過賬至該賬戶)獲全數支付,以及閣下已妥為遵守本銀行的規定及支付一切適用費用及收費為止。
- 3.12 本公司可酌情決定隨時在無須給予通知下,限制、暫停任何已登記賬戶或取消該賬戶的登記。

此通知之中、英文版本如有任何歧義,一概以英文版本為準。

永隆銀行有限公司謹啟

招商銀行集團成員 Member CMB Group

Revision Notice of General Conditions for Accounts and Services - Addition of WeChat Pay Services (With effect from 18th May 2018)

The Condition 3 of Section G of Part I of the *General Conditions for Accounts and Services* will be added.

Newly-added Conditions:

PART I: GENERAL CONDITIONS

- G. NET BANKING SERVICE / MOBILE BANKING SERVICE / MOBILE SECURITIES APP SERVICES / WECHAT PAY SERVICES
- 3. WeChat Pay Services
- 3.1 The WeChat Pay Services ("WeChat Pay Services") forms part of our Mobile Banking Services. Accordingly, for the purpose of this section G(3), references to "Mobile Banking" in Section G (NET Banking Services / Mobile Banking Services / Mobile Securities App Services / WeChat Pay Services) of Part I (GENERAL CONDITIONS) of these Conditions include references to the WeChat Pay Services. This section G(3) is in addition, and without prejudice to, the other provisions of these Conditions
- 3.2 The WeChat Pay Services utilizes a mobile application ("App") that may be developed and maintained by an independent service provider ("ISP").
- 3.3 In order to use the WeChat Pay Services, you will have to download the App directly from Apple App Store or Google Play. You will also need to register such number of personal accounts (as we may permit from time to time) with us as operative accounts and other information under the WeChat Pay Services and, if required, take other actions as may from time to time be required by us or the ISP. All transactions effected through the WeChat Pay Services will be shown in the account history of such operative accounts.
- 3.4 You acknowledge and agree to the disclosure by us to the ISP of all your data and information as may from time to time be required for the purposes of the WeChat Pay Services. We are not responsible for any use or other act or omission of the ISP in relation to your data and information.
- 3.5 By using the WeChat Pay Services, you agree that we may process and act, without any further enquiry, on any data, information and instructions transmitted to us via the App purportedly on your behalf. We are not responsible for the accuracy, completeness or timeliness of such data, information and instructions.

- 3.6 You acknowledge and agree that the WeChat Pay Services will permit direct access to your registered personal accounts, including payments, transfer of funds, browsing the history of your transactions and browsing account balances, etc. You acknowledge and agree that we may collect and store the unique identifier of your electronic device (i.e. SEID number) and type of electronic device to enable eligibility checking of the WeChat Pay Services for the purpose of account registration and maintenance. If you do not allow us to use such information, your application to register and use the WeChat Pay Services may not be accepted.
- 3.7 The ISP is not our agent for any purpose and is solely responsible for the functions and operations of its App which may be changed from time to time by the ISP. You may contact us for matters relating to registration, activation, suspension or de-registration of account for the WeChat Pay Services. You should contact the ISP for the use of the WeChat Pay Services or other related customer services.
- 3.8 We are not responsible for any loss, damage or expense arising from any malfunction, failure, unauthorized interception, corruption, loss, error or delay in connection with your use or operation of the App or from the App or from any act or omission of the ISP. We are not responsible for, or to resolve, any dispute between you and the ISP.
- 3.9 In the absence of our willful misconduct or negligence, you will indemnify us on demand against any claim, liability or loss, or reasonable expense arising from your use of the WeChat Pay Services or our acting on any data, information or instructions transmitted to us via the App purportedly on your behalf.
- 3.10 You agree to comply with all applicable laws and regulations, whether in or outside Hong Kong, in relation to your use of the WeChat Pay Services.
- 3.11 You may de-register and account for the WeChat Pay Services from the electronic device or in such other manner as specified by us or the ISP from time to time, provided that you shall remain liable for all transactions effected through the WeChat Pay Services notwithstanding such de-registration until all sums due under the account (whether or not posted to the account) are paid in full and you have duly complied with the Bank's requirements and paid all applicable fees and charges.
- 3.12 We may at our discretion restrict, suspend or de-register any registered account at any time without notice.

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

For and on behalf of **Wing Lung Bank Limited** May 2018