



《賬戶及服務一般條款》修訂通知
- 新增移動證券 App 服務
(2017 年 9 月 11 日生效)

《賬戶及服務一般條款》第 I 部份 G 節將新增第 2 條條款，原有 G 節內關於網上銀行服務及手機銀行服務的條款將重新編號為第 1 條條款。

新增條款：

第 I 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

2. 移動證券 App 服務

2.1 移動證券 App 服務（「移動證券 App 服務」）構成本公司網上銀行服務的一部分。因此，就本 G(2)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）內對「手機銀行服務」的提述亦包括對移動證券 App 服務的提述。本 G(2)部分屬增補而並不損害本條款的其他條文。

2.2 移動證券 App 服務可能運用由本公司或獨立服務供應商（「獨立服務供應商」）所開發及維持的手機應用程式（「App」）。

2.3 為使用移動證券 App 服務，閣下須從本公司或直接從獨立服務供應商下載該 App。閣下亦需根據移動證券 App 服務的規定，登記閣下於本公司的一個或多個證券賬戶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。

2.4 閣下確認並同意，為提供移動證券 App 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途或所作的其他行為或遺漏，本公司概不負責。現時，只有閣下根據移動證券 App 服務的規定而已登記作為操作賬戶之證券賬戶號碼、股票組合、可供作股票交易的賬戶結餘及交易紀錄，方會被轉交予獨立服務供應商。

- 2.5 藉着使用移動證券 App 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。
- 2.6 閣下確認並同意，移動證券 App 服務將准許直接連結閣下已登記的證券賬戶，包括瀏覽閣下的交易紀錄、股票組合、賬戶結餘，以及買賣該等賬戶內的證券。
- 2.7 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。
- 2.8 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。
- 2.9 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，就閣下因使用移動證券 App 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。
- 2.10 閣下同意遵守有關閣下使用的移動證券 App 服務的所有適用法律及規例（不論是在香港境內或境外）。

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
2017 年 9 月



Revision Notice of General Conditions for Accounts and Services
- Addition of Mobile Securities App Services
(With effect from 11th September 2017)

The Condition 2 of Section G of Part I of the *General Conditions for Accounts and Services* will be added and the existing conditions of NET Banking Service and Mobile Banking Service in Section G will be renumbered as Condition 1.

Newly-added Conditions :

PART I : GENERAL CONDITIONS

G. NET BANKING SERVICE / MOBILE BANKING SERVICE / MOBILE SECURITIES APP SERVICES

2. Mobile Securities App Services

2.1 The Mobile Securities App Services (“MSA Services”) forms part of our NET Banking Service. Accordingly, for the purposes of this Section G(2), references to “Mobile Banking” in Section G (NET Banking Service / Mobile Banking Service / Mobile Securities App Services) of Part I (GENERAL CONDITIONS) of these Conditions include references to the MSA Services. This Part G(2) is in addition, and without prejudice to, the other provisions of these Conditions.

2.2 The MSA Services utilise a mobile application (“App”) that may be developed and maintained by us or an independent service provider (“ISP”).

2.3 In order to use the MSA Services, you will have to download the App from us or directly from the ISP. You will also need to register one or more of your securities accounts with us as the operative accounts and other information under the MSA Services and, if required, take other actions as may from time to time be required by us or the ISP.

2.4 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 MSA Services. We are not responsible for any use or other act or omission of the ISP in relation to your data and information. For the time being, only your securities account number(s), stock portfolio, account balance available for stock trading and transaction history of the securities account(s) registered as the operative account(s) under the MSA Services will be passed to the ISP.

- 2.5 By using the MSA 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.
- 2.6 You acknowledge and agree that the MSA Services will permit direct access to your registered securities accounts, including browsing the history of your transactions, stock portfolio, account balance, and buying and selling the securities in such accounts.
- 2.7 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.
- 2.8 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.
- 2.9 In the absence of our wilful misconduct or negligence, you will indemnify us on demand against any claim, liability or loss, or reasonable expense arising from your use of the MSA Services or our acting on any data, information or instructions transmitted to us via the App purportedly on your behalf.
- 2.10 You agree to comply with all applicable laws and regulations, whether in or outside Hong Kong, in relation to your use of the MSA Services.

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
September 2017