

本通用條款及條件在不影響澳門特別行政區(「澳門SAR」)現行法律法規的原則下規範立橋銀行股份有限公司(「本行」)銀行帳戶服務的開立與服務以及您可能向本行申請/訂立之其他服務,包括澳門金融管理局(「AMCM」)頒佈的指導方針、立約方關於特定服務達成的特定條款(特殊條款)或帳戶持有人的特殊情況。如下文定義,如您選擇開立與使用帳戶,則表明您認可、承認並接受本條款及條件(「條款及條件」)的約束,且本行將不時對本條款及條件進行修訂與增補。

These general Terms and Conditions Agreement govern the opening and servicing of Bank Account Services together with each and all other services You may subscribe or apply to from time to time by Banco Well Link, S.A. (the "Bank"), without prejudice to the laws and regulations in force in Macau Special Administrative Region (the "Macau SAR"), including the guidelines issued by Monetary Authority of Macau (the "AMCM") and what is specifically agreed between the parties for a particular service (special conditions) or given the particular situation of the account holder. By opening and using Accounts, as defined below, You agree with, acknowledge and accept to be bound by these terms and conditions, as amended and supplemented from time to time ("Terms and Conditions").

1. 定義和解釋 DEFINITIONS AND INTERPRETATION

1.1 除非文中另有規定,下述詞語的含義為:

Unless the context otherwise requires, the following words shall have the following meanings:

帳戶 是指條款7定義的任何類型的帳戶;

Accounts means any of the types of accounts defined in Clause 7;

選定方式 是指條款8中批准的方式或本行不時認可的其他任何方式;

Selected Means refers to the approved means in Clause 8 or any other means made available by the Bank from time to time;

1.2 指示 是指通過提交任何選定方式通知本行執行任何帳戶相關操作的所有指令;

Instruction means any instruction to the Bank for the purposes of executing any Account related operation submitted by any of the Selected Means;

限額 是指您可指示本行轉入/出帳戶的每日最大金額;

Limit means the maximum daily amount You may instruct us to debit or credit to/from the Accounts;

網路平臺 是指銀行網路系統,而現時包括機構網站、個人手機銀行以及企業之網上銀行;

Online Platform means the Bank's online system and comprises for the time being the institutional website, the personal mobile banking and the corporate online banking;

人員 是指本行所有的董事、職員、代表、雇員、代理人;

Personnel mean the directors, officers, representatives, employees and agents of the Bank from time to time;

服務 是指銀行根據本條款及條件不時可提供的相關帳戶之開立服務及業務操作以及您可能向本行申請/訂立之其他服務;

Services means the opening servicing and operations of Accounts services made available by the Bank together with each and all other services You may subscribe or apply to from time to time, in each case subject always to these Terms and Conditions;

1.3 單數詞包含其複數形態,反之亦然;單性別詞包含所有性別形態。

Words importing the singular include the plural and vice versa and words importing a gender include every gender.

1.4 詞語“客戶”和/或“您”包括任何自然人或法人。

The words "Customer" and/or "You" include any physical or legal person.

1.5 如客戶不只一人,則本條款及條件應共同、連帶地對所有客戶個人進行約束。

Where a Customer comprises of more than one person, these Terms and Conditions shall be bind them jointly and severally.

1.6 您包括您的執行人、管理人、繼承繼任者和受讓人。

You includes your executors, administrators, successors and assignees.

1.7 文中提及的條款及附件是指本條款及條件的條款和附件。

References to clauses and Schedule means the Clauses of and Schedule to these Terms and Conditions.

1.8 條款標題僅為方便查閱而設定,在構建本條款及條件時應忽略不計。

Clause headings are inserted for convenience of reference only and shall be ignored in constructing these Terms and Conditions.

2. 通知及修訂 NOTICES and AMENDMENTS

2.1 有關本條款和條件的任何修改可通過在我行的網路平台上發佈通知、廣告或本行可以合理方式決定的此類其他方式來作出。

Notice of any changes to these Terms and Conditions may be made by posting a notice on our Online Platform, advertisement or such other means as the Bank, acting reasonably, may determine.

2.2 此類修改將在本行指定的生效日期生效並對您具約束力。若您在此指定日期後繼續使用服務,則表明您接收此修改。如果您不接受任何提議的修改,

您應在生效日期前停止使用服務。

Such changes will become effective and binding on You on the effective date specified by the Bank. Continuous use of the Services after the specified effective date will constitute your acceptance of such changes. If You do not accept any proposed changes, You should cease to use the Services prior to the effective date.

3. 保密性 SECURITY

3.1 本行與客戶之間實行嚴格保密原則,履行本行應有的義務,尤其是不披露或使用(分享、出售或傳輸)關於客戶(個人資訊或業務活動和業務)的事實或詳情的資訊,除非法律規定或獲得客戶明確授權。

The relationship between the Bank and the Customer is guided by the observance of strict confidentiality and by the compliance with the duties binding the Bank, especially not to disclose or use (share, sell or transmit) information about facts or details of the Customer (personal information or business activities and transactions) unless when required by law or when expressly authorized by Customer.

3.2 本行目前或先前僱用的所有人員和目前或已向本行提供永久或臨時服務的所有第三方都有義務對其受僱或提供服務期間獲得的資訊保密,不得透露或利用其獲得的資訊。

All Personnel, currently or previously employed, and all those third parties who provide or have provided the Bank with services on a permanent or casual basis are bound by the duty to maintain secrecy and confidentiality concerning information obtained during the course of their employment or the provision of services and shall not reveal or take advantage of information obtained.

4. 個人數據 PERSONAL DATA

4.1 客戶在開立帳戶或要求本行提供服務時,需向本行提供其個人資訊(「個人數據」),並授權本行處理其個人數據。

When opening an Account or requesting Services to be provided by the Bank, the Customer is required to provide to the Bank his/her personal information ("Personal Data"), and to authorize the Bank to process Personal Data.

4.2 帳戶一旦開立後,本行將在本行系統中生成客戶識別檔(CIF)或客戶號。

Upon opening an Account, the Bank will generate a Customer Identification File (CIF) or customer number in the Bank's system.

4.3 客戶向銀行提供的個人數據受銀行保密政策和『個人資料保護法』(第8/2005號法律)保護。

The Personal Data provided by the Customer to the Bank is protected by banking secrecy and by the Personal Data Protection Act (Law No. 8/2005).

- 4.4 通過接受本通用條款及條件，客戶明確授權和同意本行使用、存儲、處理、披露和/或傳輸（無論在澳門境內或境外）其向本行提供的個人數據和/或本行認為其與其他個人或實體之間的必要金融和業務資訊，但該使用、存儲、處理、披露或傳送是出於以下目的需要：
By accepting these General Terms and Conditions, the Customer expressly authorizes and consents the Bank to use, store, process, disclose and/or transmit (whether within or outside Macau) his/her Personal Data provided to the Bank and/or financial and transactional information undertaken with all such persons or entities the Bank may consider necessary, insofar as such usage, storage, process, disclosure or transmission is necessary for the following purposes:
- a. 收集（即使以間接方式）額外資訊以更新或補充客戶數據；
Collecting additional information, even indirectly, to update or complement the data of Customer;
 - b. 在法律規定或在合法當局的合理要求下，向司法或行政機關提交履行報告和披露資訊的義務；
Complying with the reporting and disclosure of information duties to submit to a judicial or administrative authority, when those duties are imposed by law and ordered by a lawful authority under proper authority;
 - c. 為履行本行任何法律義務以及出於銀行監管和審計目的而使用，特別是由澳門境外外部審計人開展時
Enabling the Bank to comply with any of the Bank's legal obligations and for banking supervision and auditing purpose, especially when conducted by external auditors outside of Macau;
 - d. 為獲取收取債務、遵守法律和合同義務或執行銀行業務所必要的法律服務（由澳門境內或境外法律諮詢機構或律師事務所提供）時使用
Acquiring of legal services (to be provided by legal advice entities or law firms, whether within or outside Macau) for collecting debts, compliance with legal and contractual obligations or necessary to pursue the banking activities;
 - e. 執行資信審查，確保客戶持續信貸能力，審核信貸申請和評估信貸風險；
Conducting credit checks, ensuring Customer's continuing credit worthiness, evaluating credit applications and assessing credit risk;
 - f. 為客戶設計、製作及提供金融產品或服務時；
Design, production and provision of financial products or services to Customer;
 - g. 行銷客戶可能有興趣的及本行和/或集團任何實體宣傳的產品和服務，但這不損害客戶反對接收廣告的權利。
Marketing of products and services which Customer may be interested in and which are promoted by the Bank, without prejudice of right to object to receive advertising;
 - h. 追求本行其他合法權益。
Pursuing other legitimate interests of the Bank.
- 4.5 客戶可訪問個人數據並請求糾正、更新或刪除個人數據以及增加額外資訊。本行有權在處理該類請求時收取合理的費用。
Customer is allowed access to Personal Data and may present requests to correct, update or delete the Personal Data, as well as to add additional information. The Bank is entitled to charge a reasonable fee for processing such requests.
- 4.6 本行將採取適當措施以確保所有個人數據：
The Bank will take adequate measures to ensure that all Personal Data:
- a. 在本行需要向客戶提供服務或遵守法律規定的保留義務時得到安全存儲，並在此之後銷毀；
Is securely stored as long as it is necessary to provide services to Customer or to comply with retention obligations imposed by law, after which it will be destroyed;
 - b. 不準確或不完整時，本行將考慮數據採集或進一步處理的原因，需要對其進行刪除或修改。
Which contains inaccurate or incomplete data, having regard to the purposes for which it was collected or which was further processed, is erased or amended.
5. 『海外帳戶納稅法』(FATCA) FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)
- 5.1 本條款中，FATCA是指『獎勵聘僱、恢復就業 (HIRE) 法案』包含的規定，該法案於2010年3月18日在美國立法，是對『美國國內稅收法』（第四章）增加的新章節，旨在解決美國個人通過使用海外帳戶解決稅收濫用的問題。本行將不時對該條款進行修訂或補充。
For the purpose of this Clause, FATCA means the provisions included in the Hiring Incentives to Restore Employment (HIRE) Act, signed into law in the United States of America on 18 March 2010, which added a new chapter to the Internal Revenue Code (Chapter 4), aimed at addressing perceived tax abuse by US persons through the use of offshore accounts, as amended or supplemented from time to time.
- 5.2 客戶授權本行向美國國家稅務局或任何其他實體收集、存儲、使用、處理、披露或報告本行與美國財政部根據FATCA執行的協議所要求的資訊，包括但不限於客戶的：
Customer authorizes the Bank to gather, store, use, process, disclose and report to the Internal Revenue Service of the United States of America or to any other entity may information as required under an agreement executed between the Bank and the US Department of Treasury pursuant to FATCA, including but not limited to the Customer's:
- a. 全名； Full Name;
 - b. 所有地址，包括郵政信箱； All addresses, including PO boxes;
 - c. 美國納稅人識別號； US Taxpayer Identification Number;
 - d. 出生地； Place of birth;
 - e. 國籍； Nationality;
 - f. 公民權； Citizenship;
 - g. 帳戶編號與狀態（例如，休眠，即帳戶在某段時間內是不活躍的）； Account number and status (e.g. dormant, when accounts have been inactive for a certain period of time);
 - h. 年末帳戶餘額或金額； Account balance or value at year-end;
 - i. 股息、利息及其他收入； Dividends, interest and other income;
 - j. 支付給帳戶的總收入； Gross proceeds paid to the account;
 - k. 將資金轉入其他帳戶的指示； Standing instruction to transfer funds to other accounts;
 - l. 帳戶的授權書或簽字授權； Power of attorney or signatory authority for the account;
 - m. 公司註冊地及股東結構。 Place of incorporation and shareholder structure.
- 5.3 本行可能定時要求客戶提供額外資訊和文件，以便向美國國家稅務局報告。如客戶未能提供所要求的資訊和文件，則本行可能無法繼續開立銀行帳戶，關閉客戶帳戶，或履行FATCA或任何其他地方法律規定的預扣稅款和報告的義務。
From time to time, Customer may be requested by the Bank to provide additional information and documentation to be reported to the Internal Revenue Service. Failure to deliver the requested information and documentation grants the Bank the possibility not to proceed with the opening of bank Accounts or to close the Customer's account, or to perform the withholding and reporting obligations under FATCA or any other local legislation.
6. 反洗錢與打擊資助恐怖主義 ANTI-MONEY LAUNDERING AND COMBATING FINANCING OF TERRORISM
- 6.1 根據法律，本行已得知或懷疑客戶的交易與洗錢或資助恐怖主義活動相關且客戶拒絕依據法律和/或AMCM指導方針提供有關資金來源以及交易目的資訊時，本行可拒絕或暫停執行客戶的交易，並立即與客戶終止業務關係。
According to the Law, the Bank may refuse or suspend the execution of transaction ordered by the Customer, as well as terminate the business relationship immediately, when the Bank has knowledge or suspects that the transaction is related to money laundering or financing terrorism activity, as well as when the Customer refuses to provide information required by law and/or AMCM's guidelines, including information on the origin of funds and purpose of transactions without a duty to inform the Customer of such refusal or suspension and generally without giving reasons therefor.

7. 帳戶類型 TYPE OF ACCOUNTS

7.1 主要存在兩類簽名帳戶：

There are two types of accounts regarding signature authority :

- a. 個人帳戶-以單個帳戶持有人的名義開立，該單個帳戶持有人可為個人或集體。
Individual Accounts - Opened in the name of one single account holder, either an individual or a collective body.
 - b. 聯合帳戶-以多個帳戶持有人的名義開立，該多個帳戶持有人可為個人或集體。聯合帳戶可細分如下：
Joint Accounts - Opened in the names of several account holders, either individual persons or collective bodies. Joint Accounts are sub-divided as follows:
 - (i) 聯合帳戶-任何帳戶持有人都可獨立操作帳戶。
Joint Accounts - Any one of the account holders may operate the account singly.
 - (ii) 連帶帳戶-在操作該類帳戶時需要所有帳戶持有人的參與。
Joint and Several Accounts - Intervention by all account holders is required to operate the account.
 - (iii) 特殊聯合帳戶-只有在帳戶持有人與本行就操作形式（開戶表）達成的協議中的簽署人正式授權後，賬戶才可被操作。
Special Joint Accounts - The account can only be operated after duly authorized instructions by the signatories referred to in the agreement entered into between the account holders and the Bank regarding the signing instructions.
- 7.2 “所有或部分帳戶持有人共同操作”的指令僅可在獲得所有帳戶持有人同意的情况下進行修改。
The mandate for operating “Jointly by all or some of its account holders” can only be modified with the consent of all Account holders.
- 7.3 客戶可指定帳戶操作許可權必須包含印章，並向本行提供該印章的範本。
Customer may specify that Account operating authority must include a seal, and provide the Bank with a specimen thereof.
- 7.4 可通過以下方式將存款存入帳戶：
Deposits into accounts may be made:
 - a. 支票； By cheques,
 - b. 銀行轉賬 By bank transfers
 - c. 分行櫃台 On a Branch counter
- 7.5 本行可接受以支票形式存款，但需要進行最後結算，因此所存款項僅在結算後可用。
Deposits by cheques will be accepted, but subject to final settlement and the funds so deposited will only be made available after good clearing.
- 7.6 本行有權向客戶就空頭支票收取相關費用，或由於資金不足或其他原因返還其他任何票據。
The Bank reserves the right to charge the Customer for any expenses related to bounced cheques or to the return of any other instruments due to lack of funds or for any other reason.

8. 選取的帳戶操作方式 SELECTED MEANS TO OPERATE ACCOUNTS

8.1 常規 General：

- a. 借記卡和信用卡、傳真、郵政、銀行本票、電子郵件、存摺和銀行匯票；
Debit and credit cards, fax, post, cashier order, email, passbook, and bank draft;
- b. 在使用本行網上銀行系統時，相關條款將單獨列出，且您在訂閱後將收到通知。
Through the use of our Online Platform and its Services, the Terms and Conditions whereof are set forth separately and will be notified to you upon subscription.
- c. 親自前往本行分行或透過在自動櫃員機和智能自動櫃員機使用銀行卡，詳情請參閱附件一的信用卡和借記卡操作使用條款。
Personally at the Bank's branches and through the usage of cards at ATM's and Smart ATM's. Please refer to Annex 1 for the particular terms and conditions for operations with credit and debit cards.

8.2 支票 Cheques：

- a. 通過簽發支票來操作帳戶的方式的前提是您必須遵守『支票使用公約』的規定。
The operation of the Account through the issue of cheques is subject to the compliance by You with the Convention for the Utilization of the Cheque.
- b. 只要存在正當理由，且鑒於現行法律和銀行管理，本行可拒絕向您提供支票。
Whenever there is a valid reason and in view of the prevailing legislation and banking practices, the Bank may refuse to supply cheques to You.
- c. 本行保留對退回的支票收取服務費的權利，並可自行決定關閉任何存在兩張以上退回支票的帳戶。
The Bank reserves the right to impose a service charge in respect of returned cheques and to close any account with more than two returned cheques at its discretion.
- d. 本行對支票遺失而造成的任何損失概不負責。在不損害上述規定的前提下，您須以最快的方式將任何支票遺失的可能通知本行，且該通知將事後以書面形式確認。
The Bank shall not be liable for any losses arising from the loss of cheques. Without prejudice to the foregoing, You must advise the Bank by the fastest means possible of any loss of cheques, such notice to be afterwards confirmed in writing.

9. 帳單與記賬 STATEMENT OF ACCOUNTS & RECORD KEEPING

9.1 本行將定期向客戶發送帳單。

Account statements are sent at regular intervals.

9.2 您同意自郵寄日（如本行保留的郵寄清單副本所示）起三十天內告知帳單中存在的任何錯誤或遺漏；在此之後，本行將視為您已接受所有帳單。

You agree to notify the Bank, within 30 days, as from the date of mailing (as shown in the copy of the mailing list kept by the Bank), of any alleged errors or omissions therein, after which the Bank will deem such statements as accepted by You.

10. 貸方款項 CREDITS

10.1 如本行在當天設置的相關截止時間之前未收到相關支付通知，則匯入該帳戶的款項可能不被記入賬戶。

Inward remittances to an account may not be credited to the account on the same day if the related payment advice is not received by the Bank before the relevant cut-off times set by the Bank.

10.2 任何外來匯款在未實際記入賬戶前將不產生任何利息。

No interest will accrue on any inward remittance before the funds are actually credited into the account and provided that such account is interest bearing.

10.3 存入本行之支票及其他存單的實收款項僅在徵費後才能使用。

Utilization of the proceeds of cheques and other certificates deposited with the Bank may only be effected after collection.

11. 借方款項 DEBITS

- 11.1 借方賬目的起息日應與交易的日期相同。如帳戶沒有足夠的資金來償付任何借方款項，本行有權使用您在本行的任何其他帳戶中的貸方餘額來抵銷未付清金額。如您帳戶上資金不足，本行可以但無義務授權支付。該情況下，借方餘額應按適用於該情況的利率（臨時透支）增加利息。
Debit entries shall have the same value date as that of the transactions. If there are insufficient funds in an Account to cover any debit entry, the Bank is authorized to set-off the amount outstanding by utilizing the credit balance of any other Account(s) that You maintain with the Bank. Whenever there are insufficient funds in Your Accounts, the Bank may but without any obligation to do so, authorize a payment, in which case the debit balance shall accrue interest at the rate applicable to this type of occurrence (temporary overdrafts).
- 11.2 如果帳戶上的餘額不足以支付客戶要求的取款或帳戶持有人與本行先前提達成的取款，本行可自行決定拒絕無擔保交易或從該帳戶持有人持有的其他帳戶扣除相關金額，即使其不是該其他帳戶的唯一持有人。
If the balance on the Account is insufficient to cover withdrawals requested by the Customer or withdrawals previously agreed between the Account holder and the Bank, the Bank may, at its sole and absolute discretion, refuse the uncovered transactions or debit the relevant amount(s) from any other account(s) of the same account holder, including joint accounts.
- 11.3 負餘額由根據當時現行利率以及本行就其他類似銀行操作所收取的費用計算的財務費用而定。
The negative balance will be subject to a penalty fee and interest accrual based on the interest rates then prevailing and charged by the Bank for similar banking operations, i.e. overdrafts.
- 11.4 該財務費用自取款之日起算，直至客戶完全償還所欠款項。
The interest accrues from the date of the withdrawal until the shortfall in funds is made good in full by the Customer.

12. 交易 TRANSACTIONS

- 12.1 交易可通過支票、付款單、電匯、網上、分行、自動櫃員機、智能自動櫃員機或其他任何本行不時授權或通常可採用的方式進行。
Transactions may be made with cheques, payment orders, wire transfers, online, at the Branch, through an ATM, Smart ATM or any other method as may be authorized or generally made available by the Bank from time to time.
- 12.2 使用網上銀行服務需要另外註冊，並適用單獨的條款。
Use of online banking services requires a separate enrollment procedure, and separate Terms and Conditions apply.
- 12.3 以任何貨幣形式進行的任何跨境及國內電匯/匯款均須符合法律及監管規定，並保證足夠的客戶盡調措施，包括但不限於本行所核實的下列事項：
Any cross border and domestic wire transfer / remittances in any currency, are subject to the legal and regulatory requirements, to adequate customer due diligence measures which may include and are not limited to the Bank verifying the following:
a. 匯款人與收款人的全名，如適用，還包括中文名； The full name of beneficiary(ies) and remitter(s), including the Chinese names, if applicable;
b. 資金來源；和 The source of fund; and c. 交易目的 The purpose of the transaction.
- 12.4 任何與帳戶有關的文件必須具有帳戶持有人的簽名，該簽名應是由第三方部門授權的正式文件內出現的簽名，例如：政府部門。證明授權的文件必須送交本行並由本行接受。Any document connected with an Account must bear the signature(s) of the account holder(s) which shall be the signature(s) appearing in a official document of a duly authorized third party such as a Governmental Agency. The document evidencing the authorization must be delivered to and accepted by the Bank.
- 12.5 以帳戶貨幣以外的貨幣形式存入帳戶的款項將按本行當時現行匯率兌換，該匯率是每日浮動的。
Payments into the account in a currency other than the currency of the account will be converted at the Bank's then prevailing exchange rate, which is variable through each day.

13. 費用 CHARGES

- 13.1 本行有權自行決定按銀行收費表向客戶收取任何佣金和/或其他費用（無論是否是臨時費用）。
The Bank, at its own discretion, has the right to charge the Customer the commissions and charges typically levied for similar transactions (whether recurring or otherwise) as per the Bank's Pricing Schedule from time to time.
- 13.2 客戶聲明已知悉本行現時之收費表。所有佣金和/或費用收費更改一經公佈或推廣至客戶，則推定對其立即產生效力，且有權從客戶帳戶中扣除該佣金或費用。
Customer declares being aware of the current Bank's Pricing Schedule. Any changes to commissions and/or fees once made public and/or advertised to Customer are thereby deemed to have immediate effect and Bank has the right to deduct such commission or fees from the Customer's Account.

14. 休眠帳戶 DORMANT ACCOUNTS

- 14.1 本行可在未事先告知客戶的情況下，對休眠帳戶收取維護費用，並在其餘額超過一年時間為零時關閉該帳戶。
The Bank may levy a maintenance charge in respect of dormant accounts and will close dormant accounts with a nil balance for a period for more than one year without prior notice to the Customer.
- 14.2 如帳戶在超過365個日曆日的時間內無任何交易，則將變成休眠帳戶。
An account will become dormant if no transactions are executed for more than 365 calendar days.
- 14.3 重新開放已關閉的帳戶需經本行許可，且需支付佣金費用。
Re-opening of closed accounts is subject to Bank's approval and to the payment of a commission.

15. 傳輸中的錯誤 ERRORS IN TRANSMISSION

- 15.1 帳戶持有人應根據法律對因使用郵政、電子郵件、傳真、SWIFT或其他任何傳輸或運輸方式而造成的錯誤、疏忽或延誤造成任何損失或損害承擔全部責任。
To the extent allowed by law, the Account holder(s) shall be solely liable for any losses or damages caused by errors, omissions or delays resulting from the use of post, email, Fax, SWIFT or any other method of transmission or transportation.
- 15.2 客戶承認并接受任何電子方式發送的通信與數據傳輸本質上是不安全、不可靠的，並有可能被誤解、延遲、中斷、攔截、篡改或盜竊。
Customer acknowledges and accepts that posting of correspondence and transmission of data by any electronic means are inherently unsafe, unreliable and may be subject to miscommunication, delay, interruption, interception, tampering or theft.

16. 帳戶的關閉 CLOSING OF ACCOUNTS

- 16.1 客戶可親身/透過書面形式聯繫本行關閉帳戶。
Customer may close the account by contacting the Bank in person or in writing.
- 16.2 本行可自行決定在任何規定時間內根據實際情況關閉帳戶，而無需作事先通知。
The Bank may, at its discretion and at any given time, close an account without prior notice, depending on the particular circumstance of the case.
- 16.3 客戶必須立即歸還其仍持有的所有支票。
Customer must return immediately to the Bank all cheques still held by him/her/it.
- 16.4 如客戶無法在本行規定的期限內取出帳戶的餘額，則本行將有權根據該帳戶的餘額開具銀行匯票。
The Bank shall be at liberty to issue a bank draft in the amount of the balance of the Account to be closed should the Customer fail to withdraw the same within the period specified by the Bank.
- 16.5 本行將不接受已關閉帳戶的任何指示，且在帳戶關閉後提交本行支付的所有支票將被直接駁回。
The Bank shall accept no further Instructions in respect of the closed Account, and all cheques presented thereafter for payment to the Bank will be returned unpaid.

17.通知 NOTICES

- 17.1 所有與帳戶相關的信件應發送至客戶向本行提供的最新地址，且視為已被帳戶持有人實際接收。
All correspondence related to the Account shall be sent to the last address provided to the Bank and shall be deemed to have actually been received by the account holder.
- 17.2 客戶必須親自或以書面形式將其對地址、電話號碼或銀行記錄中包含的其他數據的修改通知本行，並提交新地址的證明。
The Customer must notify the Bank, in person or in writing, of any changes on his/her/its address, telephone number, or any other data contained in the Bank's records and submit the proof of any such new particulars.

18.資訊 INFORMATION

- 18.1 您必須確保您提供給本行的任何資訊是最新、完整、準確的，且沒有遺漏任何會使其不真實、不完整、不準確的資訊，且您同意對該資訊進行更新以確保其是最新且準確的。如您未能向銀行提供或更新任何所需資訊，則本行可能無法向您提供服務，這將導致需身份驗證的一些交易和操作的無法執行。
You must ensure that any information you provide to us is current, complete and exact and that no information was omitted which would make it untrue, incomplete and inexact and you agree to update such information as necessary to keep it current and accurate. If you fail to provide the Bank with or update any required information, the Bank may not be able to provide the Services to you and this may result in inability to perform transactions and operations which require authentication.
- 18.2 如您需要對開戶時向本行提供的資訊進行任何變更，則應以書面形式通知本行。在本行收到您書面通知前發生的所有損失和/或其他責任應由您個人承擔。
You shall notify the Bank in writing of any changes to the information You provided to us upon Account opening. You shall be liable for all losses and/or other responsibilities incurred prior to the Bank having received the written notification from You.
- 18.3 本行可能留存和報告您的註冊數據以及包括關於服務訪問日誌在內的其他個人資訊以幫助解決爭端，詳見本行的『數據隱私政策聲明』。
Your registration data, your other personal information including your access log to the Services may be used for record keeping and reporting purposes, as well as to help resolving disputes. For more details, please refer to the Bank's Data Privacy Policy Statement.

19.本行擔保和限制責任的免除 EXCLUSION OF WARRANTIES AND LIMITATION OF OUR LIABILITY:

- 19.1 在任何情況下，本行都不會對任何附帶、相應、間接的損害（包括利潤損失和業務中斷）或特殊或懲罰性損害負責。
In no event will the Bank be liable to You for any incidental, consequential, indirect damages (including loss of profits and business interruption), or special or exemplary damages.
- 19.2 在任何情況下，本行都不得對因未執行指令而產生的或與之有關的任何損失或損害負責。
The Bank shall not, in any circumstances, be liable for any loss or damages arising out of or in connection with a non-executed Instruction.
- 19.3 您將對通過您帳戶執行的所有交易和操作（包括可能獲得您帳戶的任何其他人對您帳戶的使用）（通過任何選定方式）負責，其中的金額將被記在您的帳戶上，並顯示在您的帳戶報表中。無論您的意圖和目的如何，本行將視相關指令為您所提交並處理之。
You shall be liable for all transactions and operations performed through the Accounts (including the use of the Accounts by any other person who may obtain access to your Accounts (by any Selected Means), the amounts of which will be charged to your account and shown in your account statements. For all intents and purposes, the Bank will treat the Instructions as having been submitted by You.
- 19.4 您應對因您使用服務（包括可能獲得您帳戶的任何其他人使用的服務，而非本行疏忽或故意的不當行為）導致本行可能遭受或招致的所有行為、索賠、損失、損害、成本、費用和其他任何性質的負債進行賠償。如果您有過失、不誠實或欺詐行為，您還應對使用服務而產生或與之相關的所有索賠、損失和後果承擔全部責任。
You shall indemnify the Bank on demand in respect of all actions, claims, losses, damages, costs, expenses and any other liabilities of any nature which the Bank may suffer or incur as a result of your use of the Services (including use of the Services by any other person gaining access to your Accounts other than by negligence or willful misconduct of the Bank). You shall also be fully liable for all claims, losses and consequences arising out of or in connection with the use of the Services if You have acted negligently, dishonestly or fraudulently.
- 19.5 您承擔安全使用服務的所有責任，並同意在使用服務時謹慎行事、誠實守信，包括採取下列措施以維護帳戶的安全：
You accept full responsibility for the security of using the Services and agree to act prudently and in good faith when using the Services, including by taking the measures listed below to safeguard the security of the Accounts:
- 19.6 不得向任何其他人披露或允許任何其他人獲取您的訪問密碼、支票本或其他該類可使其獲得服務的專案和資訊；和
You must not disclose to any other person or otherwise permit or enable any other person to obtain your access codes, cheque book or other such items and information that may grant them access to the Services; and
- 19.7 如帳戶或選定方式存在任何實際或疑似的誤用，您必須呼叫本行客戶支持中心，合理可行地儘快通知本行。
If there is any actual or suspected misuse of an Account or Selected Means You must notify us as soon as reasonably practicable by calling our Customer Support Centre.
- 19.8 如您未能履行相關責任，則將對因使用服務而產生或與之相關的所有索賠、損失、責任和後果承擔責任。
If You fail to fulfill your responsibilities, You shall be liable for all claims, losses, liabilities and consequences arising out of or in connection with the use of the Services.
- 19.9 本行網站上的內容僅供參考，不構成本行的任何規定。本行對該內容的準確性和完整性不承擔任何責任，並建議您直接與本行聯繫以獲取最新、準確和完整的資訊，並相信網路平臺內容而產生的任何損失將由您個人承擔所有責任。
Content displayed in our Online Platform is only for reference purposes and shall not constitute any offer by the Bank. The Bank assumes no responsibility for the accuracy and completeness of such content and You are advised to contact the Bank directly for up-to-date, accurate and complete information. You assume all liability for any losses arising from relying on Online Platform content.
- 19.10 本行有權出於其認為的必要或適當的原因在未事先通知的情況下臨時或永久暫停或終止服務或您對服務的使用，該類原因包括但不限於：當您疑似違反安全責任時，或當本行有合理理由懷疑您提供給本行的資訊不真實、不準確、非最新或不完整時。
The Bank reserves the right to suspend or terminate the Services or its use by You temporarily or permanently at any time, without prior notice, for any reason whenever the Bank considers it necessary or advisable to do so, including, but not limited to, when there is a suspected breach of security, or when the Bank has reasonable grounds to suspect that the information You provided to us is untrue, inaccurate, not current or incomplete.

20.終止 TERMINATION

- 20.1 本條款及條件項下的服務可由本行自行決定在任何時間終止，也可由您以提前十四個日曆日書面通知銀行的方式取消。
The Services set out in these terms and conditions may be terminated at the Bank's sole discretion at any time by the Bank and may be cancelled by You by giving to the Bank not less than 14 calendar days' notice in writing.
- 20.2 如果您是自然人，本條款及條件下的服務將在您死後終止，或在法律認可您無行為能力或無資格時終止。如果客戶是多個自然人組成，則服務的終止只針對該個人。如果您是法人實體，則服務應在您清盤、清算或註銷時終止，但本行在收到有關死亡、喪失能力、清算或註銷的書面通知之前所做的所有行為都是有效，對您都具有約束力。
The Services set out in these Terms and Conditions shall, if You are a natural person, terminate upon your death or upon your legally recognized declaration of incapacity or inability. In the case of more than one individual being the Customer, then the Services shall terminate with respect to such individual. If You are a corporate entity, the Services shall terminate upon your winding-up, liquidation or cancellation but all acts performed by the Bank prior to receiving written notice of such death, incapacity or inability or liquidation or cancellation shall be valid and binding upon You.
- 20.3 該終止並不限制本行要求對其因客戶交易、證券和帳戶而非自身重大過失或故意不當行為而造成的直接後果產生的所有損失進行賠償的權利。
This termination does not limit the Bank's right to indemnification against any and all losses incurred by the Bank in connection with Customer transactions, securities and accounts, other than liabilities caused as a direct result of the Bank's own gross negligence or willful misconduct.

21. 解釋、法律與管轄權 INTERPRETATION, LAW AND JURISDICTION

21.1 本條款及條件受澳門法律管轄，並根據澳門法律解釋。

These Terms and Conditions shall be governed by and construed in accordance with the laws of Macau.

21.2 本通用條款及條件以中英文書寫，如中英文版本存在任何爭議或不一致之處，應以英文版本的通用條款及條件為準。

These General Terms and Conditions are written in English and Chinese. In case of any dispute or inconsistency among the versions, the English version of these General Terms and Conditions shall prevail.

21.3 您承認通用條款及條件產生的或與之有關的爭議在未能通過談判解決的情況下交由澳門特別行政區法院專屬管轄。

You acknowledge that any dispute arising from or in connection with these General terms and Conditions, if not solved through negotiations, is only under the exclusive jurisdiction of the courts in Macau SAR.

a. 本項下的任何條款都不妨礙在其他任何一個國家或地區的法院對客戶提出訴訟、索賠或接受相關管轄，且在澳門或任何一個或多個其他司法管轄區接受訴訟也不會妨礙另一管轄區接受訴訟。

Nothing herein shall preclude the institution of legal proceedings against the Customer in the courts of any other country or territory having, claiming or accepting jurisdiction in respect hereof, nor shall the taking of proceedings in Macau or any one or more other jurisdictions preclude the taking of proceedings in another jurisdiction.

附件 - Annex 1 銀行卡使用條款 Terms and Conditions for Card usage

一般條款 General

持卡人在收到銀行卡後應立即在銀行卡之簽名欄內簽名。如持卡人未能或延遲遵守本條規定，由此使其遭受或產生的任何財務或其他方面的損失或後果將完全由持卡人承擔。

The Cardholder must sign on the signature panel of the Card immediately on receipt. The Cardholder is fully responsible for any losses or consequences, financial or otherwise suffered or incurred by him, if he fails or delays to comply with this Clause.

銀行卡屬本行財產，不得轉讓予任何人。持卡人不得以任何目的抵押銀行卡作為擔保。持卡人必須在銀行卡正面顯示的有效期之前即時將銀行卡交回本行。

The Card remains the property of the Bank and is not transferable to any person. The Cardholder must not pledge the Card as security for any purpose. The Cardholder must immediately surrender the Card to the Bank upon demand even before the expiry date shown on the face of the Card.

所有持卡人均承諾在任何時候都將以誠實和善意的方式處理與銀行卡和本行有關的所有交易。

Each Cardholder undertakes to act honestly and in good faith at any time in relation to all dealings with the Card and the Bank.

持卡人可通過操作ATM或者我們指定或提供的任何終端使用銀行卡及個人密碼來獲取我們不時提供的服務。

The Cardholder may use the Card and the PIN for services that we provide from time to time, through operating the ATM or any Terminals that we designate or provide.

保管銀行卡及個人密碼 Protecting the Card and the PIN

持卡人不得允許任何其他人士使用銀行卡、銀行卡賬號或個人密碼。

The Cardholder must not allow any other person to use the Card, the Card Account Number or the PIN.

持卡人必須始終親自保管銀行卡、銀行卡賬號及個人密碼並確保其安全。如您未能或延遲遵守本條款，由此使您遭受或產生的任何財務或其他方面的損失或後果將完全由您承擔。

The Cardholder must keep the Card, the Card Account Number and the PIN safe at all times under the Cardholder's own control. You are fully responsible for any losses or consequences, financial or otherwise suffered or incurred by you, if you fail or delays to comply with Clauses these Terms and Conditions.

對因任何原因而使有銀行卡被他人使用及/或個人密碼被他人知悉或使用而引致或與此相關的持卡人遭受或產生的任何財務或其他方面的損失或後果，將由持卡人獨自承擔全部責任，且持卡人亦須對由此或與此相關而使我們遭受或引致的所有損失及損害對本行進行賠償。

The Cardholder accepts full and sole responsibility for any losses or consequences, financial or otherwise suffered or incurred by him arising from or in connection with the Card being used by and/or the PIN being known to or used by another person for whatever reason, and the Cardholder shall indemnify the Bank against all losses and damages suffered or incurred by us arising therefrom or in connection therewith.

銀行卡的使用限制 Restriction on the use of Card

持卡人不得使用銀行卡作任何非法交易支付，包括但不限於在香港或其他轄區的所有形式的非法賭博活動（透過互聯網、在線或其他方式）。如持卡人未能遵守本條款，持卡人須對由此或與此相關使其遭受或產生的任何財務或其他方面的損失或後果負責，且持卡人亦須對由此或與此相關而使本行遭受或產生的所有損失及損害對本行進行賠償。

The Cardholder must not use the Card to pay any illegal transactions, including without limitation all forms of illegal gambling activities (via internet, online or otherwise) in Hong Kong or other jurisdictions. The Cardholder is responsible for any losses or consequences, financial or otherwise suffered or incurred by him arising from or in connection with his failure to comply with this Clause, and the Cardholder shall indemnify us against all losses and damages suffered or incurred by the Bank arising therefrom or in connection therewith.

銀行卡的到期、更新或更換 Expiry, renewal or replacement of Card

除非提前終止，否則銀行卡將在銀行卡上標明的月份的最後一日到期。持卡人須根據我們的要求將銀行卡退還予本行。如果持卡人申請更新或副卡，我們可以酌情根據本行認為適當的條款和條件向持卡人簽發更新卡或副卡。

The Card shall expire on the last day of the month indicated on Card unless early terminated. The Cardholder shall return the Card to us upon our request. If the Cardholder asks for a renewal or an additional Card, we may at our discretion issue to the Cardholder a renewal or an additional Card on such terms and conditions that the Bank considers appropriate.

如果持卡人因任何原因遺失或損壞卡或者遺忘銀行卡賬號或申請更換銀行卡，本行可全權決定根據我們任何適合的條款和條件（包括但不限於對銀行卡賬戶收取手續費或換卡費）為持卡人更換銀行卡。

If the Cardholder, for whatever reasons, loses or damages the Card or forgets the Card Account Number or asks for a replacement Card, we may at our sole discretion issue to the Cardholder a replacement Card on such terms and conditions (including without limitation charging a handling or replacement fee on the Card Account) that the Bank considers appropriate.

若持卡人申請換卡，持卡人必須親手將原卡退還予本行。

If the Cardholder asks for a Card replacement, the Cardholder must return the Card to the Bank by hand.

附件 - Annex 1 銀行卡使用條款 Terms and Conditions for Card usage

免責條款 Exclusion of Liability

如果本條款中任何其他規定與本條規定不一致，以本條規定為準。

If any other provision in these Terms and Conditions is inconsistent with this Clause, this Clause prevails to the extent of any such inconsistency.

除非損失和損害屬可合理預見，完全由本行的疏忽或故意違約或者本行僱員在受僱期間行事所直接或間接引致，否則本行對無論如何引致的損失或損害均不承擔責任，包括但不限於由以下原因引致的損失或損害：

Unless the loss and damage is reasonably foreseeable, direct and caused directly and solely by our negligence or wilful default or that of our employees acting in the course of employment, we are not liable for any loss or damage howsoever caused, including without limitation any loss or damage arising from:

- 任何商家拒絕接受或承兌銀行卡
the refusal of any merchant to accept or honor the Card
- 持卡人使用銀行卡而獲提供的商品或服務質量和狀況；
the quality and condition of the goods or services supplied to the Cardholder by using the Card;
- 商家與持卡人之間的任何糾紛及持卡人針對商家提出的任何投訴或索賠。持卡人必須自行解決與商家的此類糾紛，或持卡人必須針對商家提出投訴或索賠而不得牽涉本行。持卡人與商家間的糾紛、針對商家的投訴或索賠不會給予持卡人任何權利來針對本行提出反索賠，或解除其對本行所承擔的義務；
- any disputes between the merchant and the Cardholder and any complaints or claims against the merchant by the Cardholder. The Cardholder must resolve any such disputes with the merchant or the Cardholder must complain or claim against the merchant without involving us. The Cardholder's disputes, complaints or claims against the merchant will not give the Cardholder any rights to set or counter claim against us or relieve his obligation to us;
- 任何終端的故障；
the malfunction of any Terminal;
- 無論是否由持卡人授權，任何其他人士使用銀行卡及/或服務
the use of the Card and/or services by any other person whether or not authorized by the Cardholder,
- 本行要求及促使持卡人在到期日之前交還銀行卡（無論是由本行還是本行受權人要求或促使）；
our demand and procurement of the Cardholder's surrender of the Card prior to the expiry date (whether we or our authorized person make such demand or procurement);
- 由於與履行本條款下本行功能相關的系統、設備或裝置的任何機械故障、異常運轉、故障、中斷、暫停、延誤或不當而無法執行持卡人的任何指示；
the inability to execute any of the Cardholder's instruction due to any mechanical failure, improper functioning, breakdown, interruption, suspension, delay or inadequacy of system, equipment or installation relating to the performance of our functioning under these Terms and Conditions;
- 由於任何產業糾紛，或者本行或本行代理人或本行分包商控制範圍以外的任何因素而直接或間接使得持卡人無法使用銀行卡或銀行卡下的任何服務；及/或因本行計算機系統的日周期結束而無法執行持卡人的任何指示。
any failure in the Cardholder's ability to use the Card or any services under the Card directly or indirectly due to any industrial disputes or any factors outside our or our agent's or our sub-contractor's control; and/or the inability to execute any of the Cardholder's instruction due to the running of the day end cycle of our computer system.

遺失銀行卡責任 Lost Card Liability

持卡人責任 Cardholder's liability

一旦發現銀行卡或其銀行卡賬號或個人密碼被遺失、盜竊、未經授權使用、濫用及/或洩露，持卡人須立即將此遺失、盜竊、未經授權使用、濫用及/或洩露報告予本行卡中心或警方，並在此後以書面方式將此遺失、盜竊、未經授權使用、濫用及/或洩露向本行作出確認。持卡人承諾會向本行及警方提供其所擁有的關於任何銀行卡遺失、盜竊、未經授權使用、濫用及/或洩露的所有信息，並會採取一切合理措施來協助本行收回遺失或被盜銀行卡。

Upon discovery of the loss, theft, unauthorized use, misuse and/or disclosure of the Card or Card Account Number or PIN, the Cardholder must immediately report such loss, theft, unauthorized use, misuse and/or disclosure to our Customer Support Centre and to the police, and confirm with us the loss, theft, unauthorized use, misuse and/or disclosure in writing thereafter. The Cardholder undertakes to give us and the police all the information that he has as to the circumstances of any loss, theft, unauthorized use, misuse and/or disclosure of the Card and to take all reasonable steps to assist us to recover the lost or stolen Card.

為免疑義，如持卡人未能(a)在發現遺失、盜竊、未經授權使用、濫用及/或洩露後的合理時間內將此相關情況通知本行，或(b)遵循本行建議用於保護銀行卡及個人密碼的措施，則視為持卡人的重大過失行為。

For the avoidance of doubt, the Cardholder is deemed to have acted with gross negligence if he fails to (a) notify us of the loss, theft, unauthorized use, misuse and/or disclosure within reasonable time upon such discovery or (b) follow the measures that we recommend to safeguard the Card and the PIN.

附件 - Annex 1 銀行卡使用條款 Terms and Conditions for Card usage

在本行收到銀行卡或卡賬號或個人密碼遺失、盜竊、未經授權使用、濫用及/或洩露的通知之前，無論是由於銀行卡或銀行卡賬號或個人密碼的未經授權使用或濫用，還是因銀行卡遺失或被盜而被本行計入銀行卡賬戶的所有款項，均由持卡人負責。
The Cardholder is fully liable for all amounts that we debit to the Card Account whether due to the unauthorized use or misuse of a Card or Card Account Number or PIN or through a lost or stolen Card, before we receive notification of the loss, theft, unauthorized use, misuse and/or disclosure of a Card or Card Account Number or PIN.

但是，如果(a)持卡人在保護銀行卡或銀行卡賬號或個人密碼時沒有作出欺詐或疏忽行為，並以誠實、善意和適當謹慎的方式行事，及(b)在發現其銀行卡或銀行卡賬號或個人密碼被遺失、盜竊、未經授權使用、濫用及/或洩露予第三方之後，盡快可行地通知本行，以及(c)採取了本行向持卡人建議的關於保護銀行卡、銀行卡賬號及個人密碼的任何措施，那麼本行就會考慮將持卡人的責任降至（但沒有義務必須降至）本行指定的金額。
However, if (a) the Cardholder has not acted fraudulently or negligently in safeguarding the Card or Card Account Number or PIN and has acted honestly, in good faith and with due care and (b) has informed us as soon as reasonably practicable upon discovery that his Card or Card Account Number or PIN has been lost, stolen, used without authorization, misused by or disclosed to a third party and (c) has followed any measures that we recommend in our communication to the Cardholder to safeguard the Card, the Card Account Number and the PIN, then we may consider limiting (but are not obliged to limit) the Cardholder's liability to an amount specified by us.

報告銀行卡遺失行為 Act on report of loss of a Card

就持卡人適當作出或以持卡人名義適當作出的關於銀行卡或銀行卡賬號或個人密碼的遺失、盜竊、未經授權使用、濫用及/或洩露的口頭通知或報告，本行得自行全權決定來採取行動。本行採取的任何此類行動均不會使本行對持卡人承擔責任，亦不會使解除持卡人在本條款下的責任。
The Bank may at its sole and absolute discretion act on any oral notice or report of loss, theft, unauthorized use, misuse and/or disclosure of a Card or Card Account Number or PIN purportedly given by or on behalf of the Cardholder. Any such action taken by us shall not make us liable to the Cardholder or shall not discharge the Cardholder's liabilities under these Terms and Conditions.