

## 結單儲蓄賬戶章則

### 1. 首要事項

- 1.1 本結單儲蓄賬戶章則(下稱「本章則」)適用於賬戶持有人(下稱「賬戶持有人」)在大眾銀行(香港)有限公司(下稱「銀行」)開設及維持的每個結單儲蓄賬戶(下稱「賬戶」)。此外，賬戶持有人授予銀行的開戶授權書(若有)(下稱「授權書」)內條文、以及銀行不時向賬戶持有人通告及賬戶持有人同意受其約束的銀行則例、規例及常規均適用於及管轄賬戶的操作。倘若授權書的條文與本章則之規定有任何不相符或衝突的地方，在不相符或衝突的地方以本章則為準。
- 1.2 為了開設賬戶，賬戶持有人必須：
  - (a) 如銀行提出要求，向銀行提供被銀行接納的介紹人；
  - (b) 填妥及簽署銀行規定的表格及簽署式樣卡；及
  - (c) 將銀行當時規定的最低存款金額存入賬戶。
- 1.3 賬戶持有人保證所有向銀行提供用以開設賬戶的資料均為真實正確，賬戶持有人亦已閱讀過並明白本章則及授權書內所載之條款。若賬戶持有人在銀行存檔的地址或其他資料有任何變更，賬戶持有人必須即時以銀行規定的表格通知銀行。
- 1.4 銀行有權按照一般業務慣例及程序，只接受賬戶持有人之可行及合理指示。銀行已獲授權參予任何監管銀行業務之組織及其他提供銀行中央票據交換、結算及相關服務之系統，並遵守其規章及條例。

### 2. 貨幣

- 2.1 每個賬戶可以港幣或銀行當時提供的任何其他外幣作為單位。銀行不准許賬戶的貨幣單位由一種貨幣轉換成另一種貨幣。
- 2.2 若賬戶以外幣為單位，對於適用於賬戶所開立之貨幣或其運作或賬戶持有人的任何權利及權益及屬於任何外國司法管轄區的任何法律、規例、或政府措施或限制，銀行不須對其效應負上任何責任。賬戶持有人對於該等法律、規例、政府措施及限制或其任何改變，應獨自承擔所有風險及後果。

## Rules Governing Statement Savings Accounts

### 1. Preliminary

- 1.1 These rules (the "Account Rules") apply to each statement savings account ("Account") opened and **maintained by the Account Holder with Public Bank (Hong Kong) Limited (the "Bank")**. In addition, the Account is governed by the terms and conditions of the account mandate ("Mandate") (if any) furnished by the Account Holder to the Bank as well as the Bank's bye-laws, regulations and practices from time to time notified to the Account Holder and the Account Holder agrees to be bound by them. If there is any inconsistency or conflict between the terms of the Mandate and these Account Rules, the Account Rules will prevail to the extent of such inconsistency or conflict.
- 1.2 For opening the Account, the Account Holder is required to:
  - (a) provide the Bank with references acceptable to the Bank if so requested by the Bank;
  - (b) complete and sign such forms and specimen signature cards as may be prescribed by the Bank; and
  - (c) pay into the Account the minimum deposit from time to time prescribed by the Bank.
- 1.3 The Account Holder warrants that all information furnished to the Bank for opening the Account is true and accurate and that the Account Holder has read and understands the Account Rules and the terms and conditions of the Mandate. The Account Holder must promptly notify the Bank, in the form prescribed by the Bank, of any change of address or other particulars of the Account Holder recorded with the Bank.
- 1.4 The Bank will be entitled to act in accordance with its regular business practice and procedure and will only accept the Account Holder's instructions in so far as it is, in the Bank's opinion, practicable and reasonable to do so. The Account Holder acknowledges that the Bank is required to participate in and comply with the rules and regulations of any organization which regulates the conduct of banking business and any system which provides central clearing, settlement and similar facilities for banks.

### 2. Currency

- 2.1 Each Account may be denominated in Hong Kong dollars or in any other foreign currency which is for the time being offered by the Bank. The change of currency in which the Account is denominated to another currency is not permitted.
- 2.2 If the Account is denominated in a foreign currency, the Bank accepts no responsibility whatever for the effect of any law, regulation or government measure

or restriction of any foreign jurisdiction which may be applicable to such foreign currency in which the Account is denominated or to the operation thereof or the Account Holder's rights or to any interest therein. The Account Holder will alone bear all risks and consequences resulting from any such law, regulation, government measure and restriction or any change thereof.

- 2.3 The Bank shall be entitled to prescribe the foreign currencies in which an Account may be denominated and the method of payment in respect of a foreign currency account. The Bank shall be entitled to effect payment in a currency other than that in which the Account is denominated and, if it does so, the exchange rate shall be the rate determined by the Bank to be prevailing at the relevant time.

### 3. Interest

- 3.1 Interest rates for each currency are quoted by the Bank in response to requests from the Account Holder and are subject to fluctuation from time to time without prior notice.
- 3.2 Interest will accrue from day to day on the daily credit balance of the Account and will be credited to the Account monthly, or at any such other intervals as the Bank may determine.
- 3.3 On closure of the Account, interest will be calculated up to but excluding the date of closure.
- 3.4 An inward remittance (whether in Hong Kong dollars or in any other currencies) 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 specified by the Bank from time to time. No interest will accrue on any inward remittance before the funds are actually credited into the Account.

### 4. Cash and Transfer Deposit

- 4.1 The Bank may at any time without prior notice, without liability and at its sole discretion, refuse to:
- (a) accept any cash deposit or the Bank may limit the amount which may be deposited in the Account and
  - (b) accept or execute any instruction by the Account Holder or other parties for the payment of funds by transfer into the Account.
- 4.2 Deposits may be made at any branch of the Bank. A deposit slip provided by the Bank must accompany each deposit. A copy of the deposit slip validated by the computer terminal machine or signed by an authorised signatory of the Bank will be returned to the depositor as evidence of the deposit.

### 5. Collection of Cheques

- 5.1 Bills, drafts or cheques (collectively "instruments") paid into the Account, whether or not they are drawn

- 2.3 銀行有權決定可開立之外幣存款戶口類別，及該等外幣存款戶口之付款方式。銀行並有權以非開立戶口之貨幣付款。若然，則匯率會以銀行當時所釐訂者為準。

### 3. 利息

- 3.1 如賬戶持有人向銀行提出要求，銀行應知會賬戶持有人每種貨幣的利息率，利息率不時變動，而銀行無須事前通知賬戶持有人。
- 3.2 利息按每日賬戶貸方結餘逐日累計，並每月或於銀行自主決定的其他期間存入賬戶貸方。
- 3.3 若賬戶結束，利息將計算直至（但不包括）結束當日。
- 3.4 匯入匯款（不論為港幣或其他貨幣）或不於同日進誌賬戶。倘有關之付款通知書未能於銀行不時訂明之有關截數時間前送達銀行，則在匯入匯款實際進誌賬戶之前，有關款項將不獲計算利息。

### 4. 現金及轉撥存款

- 4.1 在任何時間，銀行毋須事先作出通知亦毋須負上責任，可自主運用其酌情權拒絕：
- (a) 接受任何存入賬戶的現金存款或限制其數額，及
  - (b) 接受或執行賬戶持有人或其他人仕的指示將款項以轉撥方式存入賬戶。
- 4.2 存款可在銀行任何分行存入。存款時，必須有銀行提供的存款單跟隨。銀行應退回存款人一份經由電腦終端機打印確認或經由銀行的獲授權簽署人員簽署的存款單副本，作為存款證明。

### 5. 支票的托收

- 5.1 直至存入賬戶的匯票、票據或支票（統稱為「票據」）被承兌之前，不論銀行是否該票據的付款方，並不構成任何可供提取的現款。任何在每天正常結算時限結束後存入賬戶以供托收的票據，其面值將在下一個工作天於賬戶的貸方記上。任何已被拒承兌的票據，將被退還予賬戶持有人，而銀行將在賬戶中作出相應的記欠。賬戶持有人應銀行要求應立即完全彌償銀行任何

銀行因為沒收到該等票據的付款（無論由什麼原因導致）而蒙受的損失。

- 5.2 銀行可以酌情接受以第三者作抬頭人的支票存入賬戶，但銀行有權向賬戶持有人索償因銀行酌情接受支票而引致的任何損失。倘若因銀行容許賬戶持有人憑未過戶的支票提款、或因銀行背書支票或任何其他原因，而使銀行蒙受任何損失，則賬戶持有人須在銀行要求時立即向銀行作出全面的賠償。
- 5.3 若銀行代賬戶持有人收取支票，當銀行將該等支票提交結算所時，其職責即被絕對解除。倘若結算所、其僱員或代理或任何其他在托收過程中出現的第三者導致任何過錯、疏忽、錯誤或延滯，銀行毋須對之負上任何責任。

## 6. 提款

- 6.1 提款可在銀行正常營業時間內，在賬戶的開戶分行或其他銀行允許提款的分行辦理。
- 6.2 賬戶持有人不可透過開具支票、匯票或任何其他票據從賬戶提款，而只能以銀行規定的並妥為填寫及簽署及 / 或由賬戶持有人蓋印的提款單辦理。
- 6.3 賬戶持有人毋須親身辦理提款手續，銀行亦毋須負責查核提款人是否已被賬戶持有人授權從賬戶提款。然而，銀行毋須事前向賬戶持有人作出通知，可運用其酌情權要求（但銀行並不因此而負上任何責任）賬戶持有人在任何特定提款時親身辦理提款手續，或要求提款人出示妥為授權的證明及 / 或身分證明文件。倘若銀行提出任何前述的要求而未被履行，則銀行可拒絕辦理提款事宜而毋須負上責任。
- 6.4 若有人仕出示提款單，而該提款單表面上乃經由賬戶持有人簽署及 / 或授權蓋章，銀行有權從賬戶中提款支付予該人仕，其效力如同向賬戶持有人本人付款一樣，並且免除銀行對賬戶持有人及任何其他人士的所有責任。
- 6.5 倘若及即使賬戶是以一種外幣為單位，銀行可自主運用其酌情權決定，以下列任何一種方法或任何二種或多種方法的組合，支付從賬戶提取的款項：
- (a) 以所要求的外幣用現金付款；
  - (b) 向賬戶持有人發出由銀行出具的即

on the Bank, will not constitute funds available for drawing until they have been honoured. Any instrument paid into the Account for collection after the normal clearing time of the day will constitute a credit in the Account for its value on the following business day. Any instrument which has been dishonoured will be returned to the Account Holder and the Account will be debited accordingly. The Account Holder agrees to indemnify the Bank on demand in full against any loss sustained by the Bank as a result of the non-payment for whatever cause of such instrument.

- 5.2 Cheques drawn to the order of a third party may be accepted for deposit at the discretion of the Bank without prejudice to its rights to claim from the Account Holder any loss arising from such acceptance. The Account Holder will refund in full to the Bank immediately upon request any loss sustained by the Bank by reason of the Bank allowing, at its sole discretion, the Account Holder to draw against uncleared cheques or as a result of the Bank's endorsing the cheques or from any other cause whatsoever.
- 5.3 In collecting cheques for the Account Holder, the Bank's duty will be absolutely discharged by presenting such cheques to the clearing house. The Bank will not be liable howsoever for any fault, negligence, error or delay of the clearing house, its servants or agents or any other third parties arising in the collection process.

## 6. Withdrawal

- 6.1 Withdrawals at the counter can be made during the Bank's normal business hours at the branch where the Account is maintained or other branches at which the Bank is prepared to permit withdrawals.
- 6.2 Withdrawals may not be made by means of cheques, drafts, bills or any other instruments drawn on the Account but only by withdrawal slips in form prescribed by the Bank duly completed and signed and/or chopped by the Account Holder.
- 6.3 Withdrawals need not be made by the Account Holder personally and the Bank accepts no responsibility for verifying that the person making a withdrawal has been duly authorised by the Account Holder to do so. The Bank may nevertheless (but not so as to impose any obligation on the Bank whatsoever), in its discretion and without prior notice to the Account Holder, require that the Account Holder be present personally for any specific withdrawal or that evidence of due authorisation and/or identification documents be produced by the person making the withdrawal. If any such requirement is made but not fulfilled, the Bank may, without liability, refuse the withdrawal.
- 6.4 Any payment from the Account made by the Bank to a person producing a withdrawal slip purporting to be signed and/or chopped as authorised by the Account Holder shall have the same effect as if made

- to the Account Holder personally and will absolve the Bank from all liabilities whatsoever to the Account Holder and any other party.
- 6.5 If and notwithstanding that the Account is denominated in a foreign currency, the Bank shall have the right to pay to the Account Holder any amount withdrawn from the Account by any of the following methods or by any combination of two or more thereof at the Bank's sole discretion, namely:-
- (a) by cash payment in the required foreign currency;
  - (b) by issuing to the Account Holder a demand draft drawn by the Bank on a correspondent bank (chosen by the Bank at its sole discretion) in a foreign jurisdiction payable in the required foreign currency;
  - (c) by effecting mail or telegraphic transfer (via a correspondent bank, where necessary, chosen by the Bank at its sole discretion) in the required foreign currency in accordance with the Account Holder's instructions;
  - (d) by issuing to the Account Holder a cashier order, or cash payment, in Hong Kong dollars, converted from the foreign currency at the Bank's buying rate for the telegraphic transfer of funds prevailing at the time of conversion.

All charges payable to any correspondent bank engaged in the disposal of funds withdrawn from the Account shall be borne solely by the Account Holder. The Bank shall not be in any way responsible for any loss which the Account Holder may suffer as a result of the choice of correspondent bank or as a result of any act, error, omission, delay, mistake, default or neglect by the correspondent bank.

- 6.6 Withdrawals of cash in Hong Kong dollars may, at the Bank's sole option, be effected by issuing to the Account Holder a cashier order for the amount withdrawn. Withdrawals of cash in any foreign currency will be subject to 3 business days' prior notice and availability of the currency concerned. Instructions for the telegraphic transfer of funds from the Account denominated in a foreign currency must be given to the Bank at least 1 business day in advance.
- 6.7 Once withdrawal instructions have been accepted by the Bank, they cannot be revoked or varied unless the Bank otherwise expressly agrees.

## 7. Statement of Account

- 7.1 A statement of account will be sent to the Account Holder every month or at such other intervals as may be arranged from time to time between the Account Holder and the Bank. No statements will, however, be sent to the Account Holder where no entries have been made in the Account for the entire month. If the Account Holder fails to receive a statement one week after the time when the Account Holder usually

期匯票，銀行自主運用其酌情權選擇某一處於外國司法管轄區的往來銀行作為匯票的付款方，以所要求的外幣支付；

- (c) 按照賬戶持有人的指示，以所要求的外幣，用郵匯或電匯方式付款（若有須要時，郵匯或電匯款項可通過由銀行自主酌情選擇的往來銀行辦理）；
- (d) 向賬戶持有人出具港幣銀行本票或以現金港幣付款，而由外幣兌換成港幣的兌換率為在兌換時通行的銀行電匯買價。

對於任何參與處理從賬戶中提取及支付款項的往來銀行，其費用須由賬戶持有人獨自承擔。即使由於往來銀行的選擇或往來銀行任何行為、誤差、遺漏、延滯、錯誤、過失或疏忽，而導致賬戶持有人蒙受損失，銀行毋須向賬戶持有人承擔任何責任。

- 6.6 假若賬戶持有人提取現金港幣，銀行可選擇向賬戶持有人出具銀行本票支付。假若賬戶持有人要求提取現金外幣，賬戶持有人必須在提款前三個營業日通知銀行。倘若銀行缺乏有關外幣，銀行毋須履行付款責任。倘若賬戶持有人要求被提取的款項以外幣電匯支付，賬戶持有人必須在電匯前最少一個營業日給予銀行指示。
- 6.7 提款指示一經被銀行接受，即不能被撤銷或更改，除非銀行另行同意。

## 7. 賬戶結單

- 7.1 銀行將每月或以賬戶持有人及銀行不時協定的其他期間，向賬戶持有人發給賬戶結單。然而，若在整個月內賬戶並無記項，銀行不須向賬戶持有人發出賬戶結單。若賬戶持有人在通常情況下應該收到其賬戶結單，但倘未收到且過了一個星期，則賬戶持有人必須立刻通知銀行並要求銀行給予賬戶持有人賬戶結單副本一份。
- 7.2 賬戶持有人必須細心審查及核實每份賬戶結單，並於賬戶結單發出後的九十天內，在賬戶的開戶分行，以書面向銀行報告任何在結單中發現的錯誤或遺漏。若在該九十天期限內並無任何該種報告，則有關的賬戶結單將被視為已被賬戶持有人確認。



## 8. 服務費

- 8.1 銀行有權及保留權利，針對以下服務徵收費用，其數額或收費率由銀行酌情自主決定：
- (a) 每凡以外幣現金存款或提款，或者提取或存放現金所涉數額超越銀行不時訂明的限額；
  - (b) 每當銀行因為賬戶現款不足而拒絕或不能執行賬戶持有人給予銀行的自動付款指示或常行指示；
  - (c) 執行任何除自動付款外的特別付款指令；
  - (d) 若銀行認為賬戶持續地在銀行不時指定的期限內只有小額存款或不活躍；
  - (e) 銀行為賬戶持有人在未索回結餘賬戶中保留存款；
  - (f) 銀行接受支票、匯票、付款指令或其他貨幣票據存入賬戶，而該等支票、匯票、付款指令或其他貨幣票據的貨幣單位與賬戶的貨幣單位不同；及
  - (g) 有關於銀行對賬戶的運作或銀行向賬戶持有人提供的服務。

銀行收費會列明於銀行印製之收費表，並可在銀行之總行及各分行索取到，銀行可不時對收費表上之收費作出修訂。銀行將於有關修訂生效前三十日通知賬戶持有人，若有關修訂並非銀行可控制，則銀行會盡量在合理時間內通知賬戶持有人。若賬戶持有人在收到通知後仍繼續維持賬戶，有關修訂即對賬戶持有人有約束力。

- 8.2 銀行保留權利，依據銀行以其酌情權認為適當的方式，對賬戶貸方餘額徵收使費，開支及其他費用。
- 8.3 賬戶持有人授權銀行，在任何時候毋須向賬戶持有人發出事先通知，在賬戶記欠以彌償銀行承擔或徵收的使費，開支及任何其他費用。

## 9. 簽署式樣的更改

- 9.1 倘若賬戶持有人需要更改簽署式樣，必須填妥銀行作此用途而提供的表格，並採用記錄於銀行檔案的簽署式樣及 / 或圖章印記式樣，亦須要提交新的簽署式樣卡及在其上註明新簽署式樣的生效日期。在未得

receives his regular statement, the Account Holder must immediately notify the Bank and request a copy of such statement.

- 7.2 The Account Holder must examine and verify each statement of account carefully and report in writing to the Bank, at the branch where the Account is kept, any error or omission found therein within 90 days from the date of despatch of the statement. In the absence of any such report within that period, the statement of account will be deemed to have been confirmed by the Account Holder.

## 8. Service Charges

- 8.1 The Bank reserves the right, and is entitled to impose service charges of such amount or at such rate as the Bank may in its absolute discretion determine:
- (a) for each deposit or withdrawal of cash in or from the Account denominated in a foreign currency or in amount which exceeds the limit then prescribed by the Bank;
  - (b) each refusal by or inability of the Bank to carry out auto-payment or standing instructions given by the Account Holder as a result of insufficient funds in the Account;
  - (c) for execution of any special order for payment other than auto-pay services;
  - (d) if, in the Bank's sole opinion, the Account consistently carries a small credit balance or remains inactive for such continuous period of time as prescribed by the Bank from time to time;
  - (e) for carrying a balance in the Bank's unclaimed balance account;
  - (f) for acceptance of cheques, drafts, payment orders or other monetary instruments for deposit in the Account which are denominated in a currency other than the currency of the Account; and
  - (g) in connection with the operation of the Account or the Bank's services to the Account Holder.

Any charges imposed by the Bank will be specified in a Schedule of Fees published by the Bank and available at the Bank's principal place of business and at its branches and will be subject to variation by the Bank from time to time. The Bank will give to the Account Holder at least 30 days' notice before effecting any such variation unless such variation is beyond the control of the Bank in which case the Bank will give the Account Holder such period of notice as is reasonable in the circumstances. The Account Holder will be bound by the variation if the Account Holder continues to maintain the Account with the Bank.

- 8.2 The Bank is entitled to impose deposit charges on credit balances of the Account in such manner as the Bank in its discretion thinks fit.
- 8.3 The Bank is expressly authorised by the Account

Holder, at any time without prior notice, to debit the Account so as to obtain reimbursement of any fees, expenses and any other charges which the Bank may incur or impose.

## 9. Change of Specimen Signature

- 9.1 In order to change a specimen signature, the Account Holder must complete a form provided by the Bank for such purpose, using the same signature and/or chop as that recorded in the Bank's file at the time and submit a new specimen signature card indicating the date from which the new signature will become effective. No new signature shall be used without the prior consent of the Bank.

## 10. Business Hours

- 10.1 The business hours of the Bank may be extended or otherwise changed by the Bank in accordance with its business requirements. A poster or notice posted in the Bank's hall will constitute due notice to the Account Holder of such change. All business transacted within the extended or changed business hours of the Bank will be treated as if the same were transacted during normal business hours.

## 11. Account Documents

- 11.1 The Bank may, at its discretion, destroy all withdrawal slips and all documents relating to the Account after they have been processed and microfilmed. Photocopies may be supplied by the Bank within a reasonable time to the Account Holder on request and upon payment of a production charge.

## 12. Closure

- 12.1 If in the Bank's sole and absolute opinion the Account has not been satisfactorily operated or maintained, the Bank may at any time at its discretion, close the Account with prior notice (except under exceptional circumstances as the Bank may determine) sent to the last address of the Account Holder on record with the Bank. Upon the expiry of the notice period, the Bank will thereafter be released from any further obligations.
- 12.2 The Bank may transfer any credit balance in a closed Account (where necessary, after converting such balance into Hong Kong dollars or such other currencies (as the case may be) at the Bank's buying rate for the telegraphic transfer of funds prevailing at the time of conversion) to the Bank's unclaimed balance account. The Account Holder may collect the balance, net of all expenses and charges then due from the Account Holder, from the Bank during the Bank's business hours or the Bank may, at its discretion, remit such net balance to the last address of the Account Holder on record with the Bank.

銀行同意之前，賬戶持有人不應採用新的簽署式樣。

## 10. 營業時間

- 10.1 銀行可根據其業務要求，延長或更改其營業時間。銀行在其大堂張貼的告示或公佈，構成銀行向賬戶持有人對有關更改的正式通知。所有在經過延長或更改的營業時間內辦理的業務，將被視作在正常營業時間內辦理。

## 11. 賬戶文件

- 11.1 銀行可運用其酌情權決定，當與賬戶有關的所有提款單及文件已經被處理及製成微型底片後，將該等提款單及文件毀滅。若賬戶持有人要求，並支付複印費用，銀行可在合理時間內向賬戶持有人提供有關文件的複印本。

## 12. 結束賬戶

- 12.1 若銀行以其絕對權力認為賬戶未能滿意地運作或維持，銀行可在任何時候運用其酌情權，向賬戶持有人發出（以賬戶持有人在銀行檔案中的最新地址發出）事先通知後，結束有關賬戶（銀行認為的特殊情況除外）。在結束賬戶通知書所示之通知期完結後，銀行即被免除任何其他責任。
- 12.2 銀行可將已被結束的賬戶中的任何貸方餘款，轉撥至銀行的未索回結餘賬戶（若有須要，該轉撥在將有關餘款兌換為港幣或其他貨幣（視乎情況）後才進行，而兌換率為兌換時通行的銀行電匯買價）。賬戶持有人可在銀行營業時間內，向銀行索回結餘（在扣除所有賬戶持有人當時欠銀行的收費及費用後）。銀行亦可運用其酌情權將該結餘淨額，按賬戶持有人在銀行檔案中最新的地址，匯給賬戶持有人。

## 13. 雜項

- 13.1 所有按賬戶持有人在銀行檔案中的最新地址郵寄給賬戶持有人的通知及通訊，將在投寄後四十八小時屆滿後，應被視為已經為送達賬戶持有人。銀行只須証明該等通知已妥為寫上地址及附上郵資，即足以証

- 明有關通知已送達賬戶持有人。
- 13.2 若賬戶持有人超過一人組成，本章則對賬戶持有人具有共同及各別的約束力。
- 13.3 銀行可運用其酌情權，在給予賬戶持有人通知後，不時修改本章則。若有關修改會影響銀行控制下的收費及賬戶持有人在本章則項下之責任，銀行會給予賬戶持有人至少三十日之通知或若其他之修改則會給予銀行認為合理之通知。通知可以告示或標示之形式：
- (a) 在開設賬戶的銀行分行營業大堂的當眼地方展示連續最少三個營業日或
  - (b) 在每日通行於香港的中文及英文報章上刊登一次或
  - (c) 按賬戶持有人在銀行檔案中的最新地址，以平郵寄給賬戶持有人或
  - (d) 以銀行認為合適之其他方式；
- 而在通知書所示之通知期完結後，賬戶持有人即受該等修改後的條文所約束。
- 13.4 本章則可被翻譯成任何其他語文。若本章則英文版本與翻譯語文的版本有任何不相符的地方，須以英文版本為準。
- 13.5 本章則受香港特別行政區之法律管轄，賬戶持有人同意接受香港法院之非專屬司法管轄。

### 13. Miscellaneous

- 13.1 All notices and communications sent by post to the last address of the Account Holder on record with the Bank will be deemed to have been duly delivered to the Account Holder at the expiration of 48 hours after it has been posted. In proving such delivery, it shall be sufficient to prove that the notice was properly addressed and mailed, postage prepaid.
- 13.2 If the Account Holder consists of more than one person, the Account Rules shall be binding on the Account Holder jointly and severally.
- 13.3 The Bank may in its discretion amend the Account Rules from time to time by giving notice to the Account Holder. At least 30 days' notice will be given to the Account Holder of any amendment which affects fees and charges under the control of the Bank and the Account Holder's liabilities and obligations under the Account Rules or such reasonable notice as the Bank may prescribe in the case of any other amendments or variations. Notice will be given to the Account Holder by means of a notice or sign:
- (a) displayed for not less than 3 consecutive business days in a conspicuous place in the banking hall of Bank's branch where the Account is maintained; or
  - (b) advertised once in a Chinese and English daily newspaper circulating in Hong Kong; or
  - (c) sent by ordinary post to the last address of the Account Holder on record with the Bank; or
  - (d) in such other manner as the Bank thinks fit and the Account Holder will be bound by such amended terms and conditions after the expiry of the notice period.
- 13.4 The Account Rules may be translated into any other language. If there shall be any conflict between the English version and the translated version of the Account Rules, the English version will prevail.
- 13.5 The Account Rules are governed by the laws of the Hong Kong Special Administrative Region and the Account Holder agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.

## **Rules Governing Current Accounts**

### **1. Preliminary**

- 1.1 These rules (the "Account Rules") apply to each current account ("Account") opened and maintained by the holder of any account ("Account Holder") with **Public Bank (Hong Kong) Limited** (the "Bank"). In addition, the Account is governed by the terms and conditions of the account mandate ("Mandate") (if any) furnished by the Account Holder to the Bank as well as the Bank's bye-laws, regulations and practices from time to time notified to the Account Holder and the Account Holder agrees to be bound by them. If there is any inconsistency or conflict between the terms of the Mandate and Account Rules, the Account Rules will prevail to the extent of such inconsistency or conflict.
- 1.2 For opening the Account, the Account Holder is required to:
  - (a) provide the Bank with references acceptable to the Bank;
  - (b) complete and sign such forms and specimen signature cards as may be prescribed by the Bank; and
  - (c) pay into the Account the minimum deposit prescribed from time to time by the Bank.
- 1.3 The Account Holder warrants that all information furnished to the Bank for opening the Account is true and accurate and that the Account Holder has read and understands this Account Rules and the terms and conditions of the Mandate. The Account Holder must promptly notify the Bank, in the form prescribed by the Bank, of any change of address or other particulars of the Account Holder recorded with the Bank.
- 1.4 The Bank will be entitled to act in accordance with its regular business practice and procedure and will only accept the Account Holder's instructions in so far as it is, in the Bank's opinion, practicable and reasonable to do so. The Account Holder acknowledges that the Bank is required to participate in and comply with the rules and regulations of any organization which regulates the conduct of banking business and any system which provides central clearing, settlement and similar facilities for banks.
- 1.5 In connection with any banking transactions denominated in United States dollars cleared or settled through the US Dollar Clearing System established in Hong Kong Special Administrative Region, the Account Holder acknowledges that the operation of the US Dollar Clearing System will be subject to the US Dollar Clearing House Rules (including without limitation the USD Operating Procedures).

### **2. Currency**

- 2.1 Each Account may be denominated in Hong Kong dollars or in any other foreign currency which is for

## **往來賬戶章則**

### **1. 首要事項**

- 1.1 本往來賬戶章則(下稱「本章則」)適用於賬戶持有人(下稱「賬戶持有人」)在大眾銀行(香港)有限公司(下稱「銀行」)開設及維持的每個往來賬戶(下稱「賬戶」)。此外,賬戶持有人授予銀行的開戶授權書(若有)(下稱「授權書」)內條文、以及銀行不時向賬戶持有人通告及賬戶持有人同意受其約束的銀行則例、規例及常規均適用於及管轄賬戶的操作。倘若開戶授權書的條文與本章則之規定有任何不相符或衝突的地方,在不相符或衝突的地方以本章則為準。
- 1.2 為了開設賬戶,賬戶持有人必須:
  - (a) 向銀行提供被銀行接納的介紹人;
  - (b) 填妥及簽署銀行規定的表格及簽署式樣卡;及
  - (c) 將銀行當時規定的最低存款金額存入賬戶。
- 1.3 賬戶持有人保證所有向銀行提供用以開設賬戶的資料均為真實正確。賬戶持有人亦已閱讀過並明白本章則及授權書內所載之條款。若賬戶持有人在銀行存檔的地址或其他資料有任何變更,賬戶持有人必須即時以銀行規定的表格通知銀行。
- 1.4 銀行有權按照一般業務慣例及程序,只接受賬戶持有人之可行及合理指示。銀行已獲授權參予任何監管銀行業務之組織及其他提供銀行中央票據交換、結算及相關服務之系統,並遵守其規章及條例。
- 1.5 有關經由香港特別行政區美元結算系統交收或結算的美元銀行交易賬項,客戶均須確認美元結算系統會依據美元交換所規則及美元操作程序運作。

### **2. 貨幣**

- 2.1 每個賬戶可以港幣或銀行當時提供的任何其他外幣作為單位。銀行不准許賬戶的貨幣單位由一種貨幣轉換成另一種貨幣。
- 2.2 若賬戶以外幣為單位,對於適用於賬戶所開立之貨幣或其運作或賬戶持有人的任何權利及權益及屬於任何外國司法管轄區的任何法律、規例、或政府措施或限制,銀行不須對其效應負上任何責任。賬戶持有人對於該等法律、規例、政府措施及限制或其任何改變,應獨自承擔所有風險及後果。



- 2.3 銀行有權決定可開立之外幣存款戶口類別，及該等外幣存款戶口之付款方式。銀行並有權以非開立戶口之貨幣付款。若然，則匯率會以銀行當時所釐訂者為準。

### 3. 利息

- 3.1 除非銀行現有之條例或通知另有規定外，往來賬戶的貸方結餘並不附帶利息。

### 4. 支票簿

- 4.1 銀行將提供空白支票，而毋須收費，直至賬戶持有人收到相反的通知為止。銀行在收到可為其接納的賬戶持有人的書面或其他形式的要求時，將據賬戶持有人的指示向其交付空白的支票簿。如毋賬戶持有人的明確指示，銀行可將支票簿以郵寄或專人按賬戶持有人在銀行檔案中的最新地址向其送遞，一切風險由賬戶持有人負責。若以郵寄方式送遞，郵資將在「賬戶」中記欠。若賬戶持有人在提出要求後的三十日內無收到空白的支票簿，須立刻通知銀行。
- 4.2 在收到空白的支票簿後，賬戶持有人必須小心點數其內支票的數目，並小心檢查支票上所印的賬戶號碼及次序號碼。倘若有任何空白的支票遺失或倘若發現任何錯誤，賬戶持有人必須立刻通知銀行。在所有時候，賬戶持有人或其妥為授權人應將支票簿保存在穩當的地方，以預防遺失、盜竊及不法之用。倘若任何空白支票遺失，賬戶持有人應立刻以書面通知銀行有關的遺失。

### 5. 支票的開具

- 5.1 倘若任何由賬戶開具的支票被偽造或更改而無賬戶持有人的妥為授權，因為銀行對有關支票的付款而引致的損失風險，應由賬戶持有人承擔，除非該偽造或非法更改是明顯的或在對該支票的無輔助視覺檢查時容易被察覺的。銀行毋須向賬戶持有人承擔責任去查明由賬戶開具的支票是否有被偽造或不法更改的地方。銀行支付支票及為此在賬戶中記欠的權力，在任何方面並不受到偽造或不法更改所影響，除非該偽造或不法更改是明顯的，或在如前述的檢查時容易被察覺的。
- 5.2 賬戶持有人在開具支票時應該行使適當的

the time being offered by the Bank. The change of currency in which the Account is denominated to another currency is not permitted.

- 2.2 If the Account is denominated in a foreign currency, the Bank accepts no responsibility whatever for the effect of any law, regulation or government measure or restriction of any foreign jurisdiction which may be applicable to such foreign currency in which the Account is denominated or to the operation thereof or the Account Holder's rights or to any interest therein. The Account Holder will alone bear all risks and consequences resulting from any such law, regulation, government measures or any change thereof.
- 2.3 The Bank shall be entitled to prescribe the foreign currencies in which an Account may be denominated and the method of payment in respect of a foreign currency account. The Bank shall be entitled to effect payment in a currency other than that in which the Account is denominated and, if it does so, the exchange rate shall be the rate determined by the Bank to be prevailing at the relevant time.

### 3. Interest

- 3.1 Credit balances of current accounts carry no interest unless otherwise provided in the prevailing rules or notice of the Bank.

### 4. Cheque Book

- 4.1 Blank cheques are provided by the Bank free of charge until the Account Holder is notified to the contrary. Upon receipt from the Account Holder of a written or other form of request acceptable to the Bank, blank cheque books will be delivered to the Account Holder in accordance with the Account Holder's instructions. In the absence of instructions from the Account Holder, the Bank may send the cheque book by mail or by hand to the last address of the Account Holder on record with the Bank at the Account Holder's own risk. If sent by mail, postage charges will be debited to the Account. If the Account Holder does not receive a blank cheque book within 30 days after his request, he must immediately notify the Bank.
- 4.2 On receiving a blank cheque book, the Account Holder must count carefully the number of cheques contained and examine carefully the account and serial numbers printed on them. If any blank cheque is missing or any error is found, the Account Holder must notify the Bank immediately. Cheque books must at all times be kept in a secure place by the Account Holder or persons duly authorised by him to safeguard against loss, theft and unauthorised use. If any blank cheque is lost, the Account Holder must notify the Bank immediately of such loss in writing.

### 5. Drawing of Cheques

- 5.1 The risk of loss arising from payment by the Bank of any cheque drawn on the Account which has been forged or altered without due authorisation by the

Account Holder will be borne by the Account Holder unless the forgery or the unauthorised alteration is apparent or readily detectible upon the unaided visual inspection of such cheque. The Bank owes no duty to the Account Holder to detect any forgery or unauthorised alteration to cheques drawn on the Account and the Bank's authority to pay cheques and to debit the Account therefor will not in any way be affected by forgery or unauthorised alteration unless the forgery or unauthorised alteration is apparent or readily detectible as aforesaid.

- 5.2 The Account Holder must exercise due care when drawing cheques to safeguard against unauthorised alteration. In particular, the Account Holder must not draw cheques by such type of ink, by such means or in such manner as may allow or facilitate the cheques to be altered in any way which is not apparent or readily detectible upon unaided visual inspection. Irrespective of whether the Account Holder has been negligent or is in breach of his obligations under these Account Rules, the Bank will not be liable to the Account Holder for paying any cheque drawn on the Account in accordance with any altered instructions thereon unless the alteration is apparent or readily detectible as aforesaid.
- 5.3 Each alteration on a cheque must be authenticated by the full signature of the Account Holder as near as possible to where the alteration is made. The Bank will not accept initials and abbreviations unless prior arrangements have been made with the Account Holder.
- 5.4 If and when the Account Holder becomes aware that a signed cheque is lost or stolen, the Account Holder must immediately report the loss or theft to the Bank and give the Bank stop payment instructions in writing. Notice of loss of a cheque will not by itself constitute a stop payment instruction. If a cheque is stolen, the theft must also be reported promptly to the police.
- 5.5 The Bank's authority to pay cheques drawn on the Account is not revoked, terminated or in any way affected unless the Bank has received a stop payment instruction in writing from the Account Holder. If a cheque has been paid before receipt by the Bank of the stop payment instruction, the Bank is entitled to debit the Account for the amount of such payment and the Bank will not be liable in any way to the Account Holder.
- 5.6 Any cheque drawn on the Account payable to "cash" or "bearer" and presented to the Bank for payment may, at the Bank's discretion, be paid to the bearer at its counter. Such payment will be a full discharge of the Bank to the extent of the cheque and will be a debit against the Account. The Account Holder acknowledges that cheques payable to "order" and "crossed" afford greater protection than cheques that are payable to "cash" or "bearer".
- 5.7 The Bank will not honour any cheque drawn on the Account if the Account is not in funds or insufficient funds to cover the payment as well as all charges of the Bank. If a temporary overdraft facility is granted by the Bank to meet the amount drawn, the Account

審慎以預防不法的更改。特別而言，賬戶持有人不應使用任何種類的墨水、方法或方式以致容許支票被更改，而該更改是以任何不明顯的、或在無輔助視覺檢查時不容易被察覺的方式作出。倘若任何由賬戶開具的支票上的指示被更改，而銀行依據該被更改的指示支付支票，銀行毋須向賬戶持有人負責，除非該更改是明顯的或在如前述的檢查時容易被察覺的；銀行的責任免除並不取決於賬戶持有人是否已經犯了疏忽或違反其於本章則下承擔的義務。

5.3 支票上的每一項更改必須由賬戶持有人在儘可能接近更改的地方簽署全名，以作認證。除非賬戶持有人與銀行已經在事前達成安排，否則銀行不會接受縮寫或簡寫。

5.4 倘若及當賬戶持有人得悉經簽署的支票已遺失或被盜竊，賬戶持有人必須立即向銀行報告有關遺失或偷竊，並以書面給予銀行停止付款指示。單是發出遺失支票通知並不構成對銀行的停止付款指示。倘若支票被盜竊，賬戶持有人亦必須盡快向警方報案。

5.5 除非銀行收到由賬戶持有人發出的書面停止付款指示，銀行支付由賬戶開具支票的權力不會被撤銷、被終止或在任何方面受影響。倘若銀行在未收到停止付款指示時已對某支票付款，則銀行有權在賬戶中將該付款數額記欠以作償付，而銀行在任何方面毋須對賬戶持有人負責。

5.6 倘若任何由賬戶開具的支票註明可以現金付款或向持票人付款，當該支票向銀行行兌時，銀行可按其酌情權決定，在銀行櫃台付款給予持票人。銀行在作出上述付款後，其對支票的責任將被完全解除；銀行並應將有關付款在賬戶中記欠。賬戶持有人知悉支票以祈付抬頭人及劃線支票方式支付比以現金付款或向持票人付款的方式對賬戶持有人有更大保障。

5.7 倘若賬戶中無現款或現款不足支付需付之款項及銀行費用，銀行毋須對由賬戶開具的任何支票承兌。倘若銀行批給賬戶持有人臨時透支安排以支付提取的款額，賬戶持有人必須償還銀行任何透支款額的全數及其利息，有關的利息率為銀行對未獲批准透支習慣上所索取的利息率。

## 6. 提款

- 6.1 倘若及即使賬戶是以一種外幣為單位，銀行可自主運用其酌情權決定，以下列任何

一種方法或任何二種或多種方法的組合，支付從賬戶提取的款項：

- (a) 以所要求的外幣用現金付款；
- (b) 向賬戶持有人發出由銀行出具的即期匯票，銀行自主運用其酌情權選擇某一處於外國司法管轄區的往來銀行作為匯票的付款方，以所要求的外幣支付；
- (c) 按照賬戶持有人的指示，以所要求的外幣，用郵匯或電匯方式付款（若有須要時，郵匯或電匯款項可通過由銀行自主酌情選擇的往來銀行辦理）；
- (d) 向賬戶持有人出具港幣銀行本票或以現金港幣付款，而由外幣兌換成港幣的兌換率為在兌換時通行的銀行電匯買價。

對於任何參與處理從賬戶中提取及支付款項的往來銀行，其費用須由賬戶持有人獨自承擔。即使由於往來銀行的選擇或往來銀行任何行為、誤差、遺漏、延滯、錯誤、過失或疏忽，而導致賬戶持有人蒙受損失，銀行毋須向賬戶持有人承擔任何責任。

- 6.2 假若賬戶持有人提取現金港幣，銀行可選擇向賬戶持有人出具銀行本票支付。假若賬戶持有人要求提取現金外幣，賬戶持有人必須在提款前三個營業日通知銀行。倘若銀行缺乏有關外幣，銀行毋須履行付款責任。倘若賬戶持有人要求被提取的款項以外幣電匯支付，賬戶持有人必須在電匯前最少一個營業日給予銀行指示。

- 6.3 提款指示一經被銀行接受，即不能被撤銷或更改，除非銀行另行同意。

## 7. 現金及轉撥存款

- 7.1 在任何時間，銀行毋須事先作出通知亦毋須負上責任，可運用其酌情權拒絕：

- (a) 接受任何存入賬戶的現金存款或限制其數額，及
- (b) 接受或執行賬戶持有人或其他人仕的指示將款項以轉撥方式存入賬戶。

- 7.2 存款可在銀行任何分行存入。存款時，必須有銀行提供的存款單跟隨。銀行應退回存款人一份經由電腦終端機打印確認或經由銀行的獲授權簽署人員簽署的存款單副本，作為存款證明。

Holder will refund to the Bank the whole of any amount overdrawn with interest thereon at the rate customarily charged by the Bank for unauthorised overdrafts.

## 6. Withdrawal

- 6.1 If and notwithstanding that the Account is denominated in a foreign currency, the Bank shall have the right to pay to the Account Holder any amount withdrawn from the Account by any of the following methods or by any combination of two or more thereof at the Bank's sole discretion, namely:-
- (a) by cash payment in the required foreign currency;
  - (b) by issuing to the Account Holder a demand draft drawn by the Bank on a correspondent bank (chosen by the Bank at its sole discretion) in a foreign jurisdiction payable in the required foreign currency;
  - (c) by effecting mail or telegraphic transfer (via a correspondent bank, where necessary, chosen by the Bank at its sole discretion) in the required foreign currency in accordance with the Account Holder's instructions;
  - (d) by issuing to the Account Holder a cashier order, or cash payment, in Hong Kong dollars, converted from the foreign currency at the Bank's buying rate for the telegraphic transfer of funds prevailing at the time of conversion.

All charges payable to any correspondent bank engaged in the disposal of funds withdrawn from the Account shall be borne solely by the Account Holder. The Bank shall not be in any way responsible for any loss which the Account Holder may suffer as a result of the choice of correspondent bank or as a result of any act, error, omission, delay, mistake, default or neglect by the correspondent bank.

- 6.2 Withdrawals of cash in Hong Kong dollars may, at the Bank's absolute option, be effected by issuing to the Account Holder a cashier order for the amount withdrawn. Withdrawals of cash in any foreign currency will be subject to 3 business days' prior notice and availability of the currency concerned. Instructions for the telegraphic transfer of funds from the Account denominated in a foreign currency must be given to the Bank at least 1 business day in advance.

- 6.3 Once withdrawal instructions have been accepted by the Bank, they cannot be revoked or varied unless the Bank otherwise expressly agrees.

## 7. Cash and Transfer Deposit

- 7.1 The Bank may at any time without prior notice, without liability and at its sole discretion, refuse to:
- (a) accept any cash deposit or the Bank may limit the amount which may be deposited in the Account; and
  - (b) accept or execute any instruction by the Account Holder or other parties for the payment of funds by transfer into the Account.

- 7.2 Deposits may be made at any branch of the Bank. A



deposit slip provided by the Bank must accompany each deposit. A copy of the deposit slip validated by the computer terminal machine or signed by an authorised signatory of the Bank will be returned to the depositor as evidence of the deposit.

## 8. Collection of Cheques

- 8.1 Bills, drafts or cheques (collectively "instruments") paid into the Account, whether or not they are drawn on the Bank, will not constitute any funds available for drawing until they have been honoured. Any instrument paid into the Account for collection after the normal clearing time of the day will constitute a credit in the Account for its value on the following business day. Any instrument which has been dishonoured will be returned to the Account Holder and the Account will be debited accordingly. The Account Holder agrees to indemnify the Bank on demand in full against any loss sustained by the Bank as a result of the non-payment for whatever cause of such instrument.
- 8.2 Cheques drawn to the order of a third party may be accepted for deposit at the discretion of the Bank without prejudice to its rights to claim from the Account Holder any loss arising from such acceptance. The Account Holder will refund in full to the Bank immediately upon request any loss sustained by the Bank by reason of the Bank allowing, at its sole discretion, the Account Holder to draw against uncleared cheques or as a result of the Bank endorsing the cheques or from any other cause whatsoever.
- 8.3 In collecting cheques for the Account Holder, the Bank's duty will be absolutely discharged by presenting such cheques to the clearing house. The Bank will not be liable howsoever for any fault, negligence, error or delay of the clearing house, its servants or agents or any other third parties arising in the collection process.

## 9. Statement of Account

- 9.1 A statement of account will be sent to the Account Holder every month or at such other intervals as may be arranged from time to time between the Account Holder and the Bank. No statements will, however, be sent to the Account Holder where no entries have been made in the Account for the entire month. If the Account Holder fails to receive a statement one week after the time when the Account Holder usually receives his regular statement, the Account Holder must immediately notify the Bank and request a copy of such statement.
- 9.2 The Account Holder must examine and verify each statement of account carefully and report in writing to the Bank, at the branch where the Account is kept, any error or omission found therein within 90 days from the date of despatch of the statement. In the absence of any such report within that period, the statement of account will be deemed to have been confirmed by the Account Holder.

## 8. 支票的托收

- 8.1 直至存入賬戶的匯票、票據或支票（統稱為「票據」）被承兌之前，不論銀行是否該票據的付款方，並不構成任何可供提取的現款。任何在每天正常結算時限結束後存入賬戶以供托收的票據，其面值將在下一個工作天於賬戶的貸方記上。任何已被拒承兌的票據，將被退還予賬戶持有人，而銀行將在賬戶中作出相應的記欠。賬戶持有人應銀行要求應立即完全彌償銀行任何銀行因為沒收到該等票據的付款（無論由什麼原因導致）而蒙受的損失。
- 8.2 銀行可以酌情接受以第三者作抬頭人的支票存入賬戶，但銀行有權向賬戶持有人索償因銀行酌情接受支票而引致的任何損失。倘若因銀行容許賬戶持有人憑未過戶的支票提款、或因銀行背書支票或任何其他原因，而使銀行蒙受任何損失，則賬戶持有人須在銀行要求時立即向銀行作出全面的賠償。
- 8.3 若銀行代賬戶持有人收取支票，當銀行將該等支票提交結算所時，其職責即被絕對解除。倘若結算所、其僱員或代理或任何其他在托收過程中出現的第三者導致任何過錯、疏忽、錯誤或延滯，銀行毋須對之負上任何責任。

## 9. 賬戶結單

- 9.1 銀行將每月或以賬戶持有人及銀行不時協定的其他期間，向賬戶持有人發給賬戶結單。然而，若在整個月內賬戶並無記項，銀行不須向賬戶持有人發出賬戶結單。若賬戶持有人在通常情況下應該收到其賬戶結單，但尚未收到且過了一個星期，則賬戶持有人應立刻通知銀行並要求銀行給予賬戶持有人賬戶結單副本一份。
- 9.2 賬戶持有人應細心審查及核實每份賬戶結單，並於賬戶結單發出後的九十天內，在「賬戶」的開戶分行，以書面向銀行報告任何在結單中發現的錯誤或遺漏。若在該九十天期限內並無任何該種報告，則有關的賬戶結單將被視為已被賬戶持有人確認。

## 10. 服務費

- 10.1 銀行有權及保留權利，針對以下服務徵收費用，其數額或收費率由銀行酌情自主決定：
- (a) 每凡以現金存款或提款所涉數額超



- 越銀行不時訂明的限額；
- (b) 每當銀行因為賬戶現款不足而拒絕或不能執行賬戶持有人給予銀行的自動付款指示或常行指示；
  - (c) 執行任何除自動付款外的特別付款指令；
  - (d) 若銀行認為賬戶持續地在銀行不時指定的期限內只有小額存款或不活躍；
  - (e) 銀行為賬戶持有人在未索回結餘賬戶中保留存款；
  - (f) 銀行接受支票、匯票、付款指令或其他貨幣票據存入賬戶，而該等支票、匯票、付款指令或其他貨幣票據的貨幣單位與賬戶的貨幣單位不同；
  - (g) 每當銀行拒絕承兌由賬戶開具的支票；及
  - (h) 有關於銀行對賬戶的運作或銀行向賬戶持有人提供的服務。

銀行收費會列明於銀行印製之收費表，並可在銀行之總行及各分行索取到，銀行可不時對收費表上之收費作出修訂。銀行將於有關修訂生效前三十日通知賬戶持有人，若有關修訂並非銀行可控制，則銀行會盡量在合理時間內通知賬戶持有人。若賬戶持有人在收到通知後仍繼續維持賬戶，有關修訂即對賬戶持有人有約束力。

- 10.2 銀行保留權利，依據銀行以其酌情權認為適當的方式，對賬戶貸方餘額徵收使費，開支及其他費用。
- 10.3 賬戶持有人授權銀行，在任何時候毋須向賬戶持有人發出事先通知，在賬戶記欠以彌償銀行承擔或徵收的使費，開支及任何其他費用。

## 11. 簽署式樣的更改

- 11.1 倘若賬戶持有人需要更改簽署式樣，必須填妥銀行作此用途而提供的表格，並採用記錄於銀行檔案的簽署式樣及／或圖章印記式樣，亦須要提交新的簽署式樣卡及在其上註明新簽署式樣的生效日期。在未經銀行同意之前，賬戶持有人不應採用新的簽署式樣。

## 12. 營業時間

- 12.1 銀行可根據其業務要求，延長或更改其營業時間。銀行在其大堂張貼的告示或公

## 10. Service Charges

- 10.1 The Bank reserves the right, and is entitled to impose service charges of such amount or at such rate as the Bank may in its absolute discretion determine:
  - (a) for each deposit or withdrawal of cash in or from the Account exceeding the limit then prescribed by the Bank;
  - (b) each refusal by or inability of the Bank to carry out auto-payment or standing instructions given by the Account Holder as a result of insufficient funds in the Account;
  - (c) for execution of any special order for payment other than auto-pay services;
  - (d) if, in the Bank's sole opinion, the Account consistently carries a small or no credit balance or remains inactive for such continuous period of time as prescribed by the Bank from time to time;
  - (e) for carrying a balance in the Bank's unclaimed balance account;
  - (f) for acceptance of cheques, drafts, payment orders or other monetary instruments for deposit in the Account which are denominated in a currency other than the currency of the Account;
  - (g) for each cheque drawn on the Account but dishonoured by the Bank; and
  - (h) in connection with the operation of the Account or the Bank's services to the Account Holder.

Any charges imposed by the Bank will be specified in a Schedule of Fees published by the Bank and available at the Banks' principal place of business and at its branches, and will be subject to variation by the Bank from time to time. The Bank will give to the Account Holder at least 30 days' notice before effecting any such variation unless such variation is beyond the control of the Bank in which case the Bank will give the Account Holder such period of notice as is reasonable in the circumstances. The Account Holder will be bound by the variation if the Account Holder continues to maintain the Account with the Bank.
- 10.2 The Bank is entitled to impose deposit charges on credit balances in such manner as the Bank in its discretion thinks fit.
- 10.3 The Bank is expressly authorised by the Account Holder, at any time without prior notice, to debit the Account so as to obtain reimbursement of any fees, expenses and any other charges which the Bank may incur or impose.

## 11. Change of Specimen Signature

- 11.1 In order to change a specimen signature, the Account Holder must complete a form provided by the Bank for such purpose, using the same signature and/or chop as that recorded in the Bank's file at the time and submit a new specimen signature card indicating the date from which the new signature will become effective. No new signature may be used without the prior consent of the Bank.

## 12. Business Hours

- 12.1 The business hours of the Bank may be extended or otherwise changed by the Bank in accordance with its business requirements. A poster or notice posted in the Bank's hall will constitute due notice to the Account Holder of such change. All business transacted and cheques paid for and on behalf of the Account Holder within the extended or changed business hours of the Bank will be treated as if the same were transacted or paid during normal business hours.

## 13. Account Documents

- 13.1 The Bank may, at its discretion, destroy all cheques and all documents relating to the Account after they have been processed and microfilmed. Photocopies may be supplied by the Bank within a reasonable time to the Account Holder on request and upon payment of a production charge.

## 14. Closure

- 14.1 If in the Bank's sole and absolute opinion the Account has not been satisfactorily operated or maintained, the Bank may at any time at its discretion, close the Account with prior notice (except under exceptional circumstances as the Bank may determine) sent to the last address of the Account Holder on record with the Bank. Upon the expiry of the notice period, the Bank will thereafter be released from any further obligations and will have the right to refuse payment of any cheque drawn on the Account and subsequently presented. The Account Holder will be held solely responsible for any consequences resulting or arising from such closure.
- 14.2 The Bank may transfer any credit balance in a closed Account (where necessary, after converting such balance into Hong Kong dollars or such other currency at the Bank's buying rate for the telegraphic transfer of funds prevailing at the time of conversion) to the Bank's unclaimed balance account. The Account Holder may collect the balance, net of all expenses and charges then due from the Account Holder, from the Bank during the Bank's business hours or the Bank may, at its discretion, remit such net balance to the last address of the Account Holder on record with the Bank.
- 14.3 When an Account is closed, the Account Holder must return all unused cheques in respect of that Account to the Bank.

## 15. Employment of Third Party Agent

- 15.1 The Bank is entitled and authorised to employ third parties or agents to collect any outstanding sums owed by the Account Holder to the Bank and the Account Holder will be liable for all the costs and expenses reasonably incurred by the Bank in recovering such outstanding sums. The Bank will be entitled to disclose any information in respect of the

佈，構成銀行向賬戶持有人對有關更改的正式通知。所有在經過延長或更改的營業時間內辦理的業務或代賬戶持有人支付的支票，將分別被視作在正常營業時間內辦理或支付。

## 13. 賬戶文件

- 13.1 銀行可運用其酌情權決定，當與賬戶有關的所有支票及文件已經被處理及製成微型底片後，將該等支票及文件毀滅。若賬戶持有人要求，並支付複印費用，銀行可在合理時間內向賬戶持有人提供有關文件的複印本。

## 14. 結束賬戶

- 14.1 若銀行以其絕對權力認為賬戶未能滿意地運作或維持，銀行可在任何時候運用其酌情權，向賬戶持有人發出（以賬戶持有人在銀行檔案中的最新地址發出）事先通知後，結束有關賬戶（銀行認為的特殊情況除外）。在結束賬戶通知書所示之通知期完結後，銀行即被免除任何其他責任，銀行並有權拒絕支付任何由賬戶開具及在賬戶被結束後才行兌的支票。賬戶持有人應因為賬戶被結束而導致或引起的任何後果單獨負責。
- 14.2 銀行可將已被結束的賬戶中的任何貸方餘款，轉撥至銀行的未索回結餘賬戶（若有須要，該轉撥在將有關餘款兌換為港幣或其他貨幣（視乎情況）後才進行，而兌換率為兌換時通行的銀行電匯買價）。賬戶持有人可在銀行營業時間內，向銀行索回結餘（在扣除所有賬戶持有人當時欠銀行的收費及費用後）。銀行亦可運用其酌情權將該結餘淨額，按賬戶持有人在銀行檔案中最新的地址，匯給賬戶持有人。
- 14.3 當賬戶被結束時，賬戶持有人應將所有該賬戶的未被使用支票退還銀行。

## 15. 僱用第三方代理人

- 15.1 銀行有權僱用第三方代理人追討賬戶持有人欠銀行之任何數額，賬戶持有人需全數負責銀行因追討該等欠款而引起一切合理費用及開支。銀行有權在其認為有需要時公開任何有關賬戶持有人之資料予任何人包括上述第三方代理人，而無需再徵求賬戶持有人之同意。

## 16. 雜項

- 16.1 所有按賬戶持有人在銀行檔案中的最新地址郵寄給賬戶持有人的通知及通訊，將在投寄後四十八小時屆滿後，應被視為已經妥為送達賬戶持有人。銀行只須証明該等通知已妥為寫上地址及附上郵資，即足以証明有關通知已送達賬戶持有人。
- 16.2 若賬戶持有人超過一人組成，本章則對賬戶持有人具有共同及各別的約束力。
- 16.3 銀行可運用其酌情權，在給予賬戶持有人通知後，不時修改本章則。若有關修改會影響銀行控制下的收費及賬戶持有人在本章則項下之責任，銀行會給予賬戶持有人至少三十日之通知或若其他之修改則會給予銀行認為合理之通知。通知可以告示或標示之形式：
- (a) 在開設賬戶的銀行分行營業大堂的當眼地方展示連續最少三個營業日或
  - (b) 在每日通行於香港的中文及英文報章上刊登一次或
  - (c) 按賬戶持有人在銀行檔案中的最新地址，以平郵寄給賬戶持有人或
  - (d) 以銀行認為合適之其他方式；
- 而在通知書所示之通知期完結後，賬戶持有人即受該等修改後的條文所約束。
- 16.4 本章則可被翻譯成任何其他語文。若本章則英文版本與翻譯語文的版本有任何不相符的地方，須以英文版本為準。
- 16.5 本章則受香港特別行政區之法律管轄，賬戶持有人同意接受香港法院之非專屬司法管轄。

Account Holder to any other parties including any third party agent employed as aforesaid as the Bank may deem necessary without further reference to or consent from the Account Holder.

## 16. Miscellaneous

- 16.1 All notices and communications sent by post to the last address of the Account Holder on record with the Bank will be deemed to have been duly delivered to the Account Holder at the expiration of 48 hours after it has been posted. In proving such delivery, it shall be sufficient to prove that the notice was properly addressed and mailed, postage prepaid.
- 16.2 If the Account Holder consists of more than one person, the Account Rules shall be binding on the Account Holder jointly and severally.
- 16.3 The Bank may in its discretion amend the Account Rules from time to time by giving notice to the Account Holder. At least 30 days' notice will be given to the Account Holder of any amendment which affects fees and charges under the control of the Bank and the Account Holder's liabilities and obligations under the Account Rules or such reasonable notice as the Bank may prescribe in the case of any other amendments and variations. Notice will be given to the Account Holder by means of a notice or sign:
- (a) displayed for not less than 3 consecutive business days in a conspicuous place in the banking hall of Bank's branch where the Account is maintained; or
  - (b) advertised once in a Chinese and English daily newspaper circulating in Hong Kong; or
  - (c) sent by ordinary post to the last address of the Account Holder on record with the Bank or
  - (d) in such other manner as the Bank thinks fit
- and the Account Holder will be bound by such amended terms and conditions after the expiry of the notice period.
- 16.4 The Account Rules may be translated into any other language. If there shall be any conflict between the English version and the translated version of the Account Rules, the English version will prevail.
- 16.5 The Account Rules are governed by the laws of the Hong Kong Special Administrative Region and the Account Holder agrees to submit to the non-exclusive jurisdiction of the Hong Kong Courts.

## **Rules Governing Time and Swap Deposits**

### **1. Preliminary**

- 1.1 These rules (the "Accounts Rules") apply to each Time Deposit or Swap Deposit ("Deposit") placed with the **Public Bank (Hong Kong) Limited** (the "Bank") and the deposit account (the "Account") thereby opened for the holder of the Account (the "Depositor").
- 1.2 Deposits are accepted by the Bank on the basis that the Depositor agrees to be bound by the Account Rules. In addition, the Deposit and the Account are governed by the account mandate ("Mandate") (if any) furnished by the Depositor to the Bank as well as the Bank's by-laws, regulations and practices from time to time notified to the Depositor. If there is any inconsistency or conflict between the terms of the Mandate and the Account Rules, the Account Rules will prevail to the extent of such inconsistency or conflict.
- 1.3 The Depositor warrants that all information furnished to the Bank for opening the Account is true and accurate and that the Depositor has read and understands the Account Rules and the terms and conditions of the Mandate. The Depositor must promptly notify the Bank, in the form prescribed by the Bank, of any change of address or other particulars of the Depositor recorded with the Bank.
- 1.4 In the Account Rules, "business day" means a day on which banks in Hong Kong are open for business. For the purposes of (i) Deposit in HKD of principal sum equal to or above HKD500,000.00 and (ii) Foreign Currency Fixed Deposits, Saturday is not a business day except that Deposit in certain selected currencies for the time being prescribed by the Bank may be accepted on Saturdays.
- 1.5 The Bank will be entitled to act in accordance with its regular business practice and procedure and will only accept the Depositor's instructions in so far as it is, in the Bank's opinion, practicable and reasonable to do so. The Account Holder acknowledges that the Bank is required to participate in and comply with the rules and regulations of any organization which regulates the conduct of banking business and any system which provides central clearing, settlement and similar facilities for banks.

### **2. Currency, Swap Deposit**

- 2.1 Deposits may be denominated in HKD or in any other foreign currency which is for the time being offered by the Bank.
- 2.2 Swap Deposit is denominated in US dollars (USD) but payable in HKD upon maturity. Swap Deposit is accepted subject to the Depositor simultaneously entering into with the Bank (i) a spot foreign exchange contract under which the Bank sells USD against HKD at the prevailing spot rate on the day when the Swap Deposit is placed; and (ii) a forward foreign exchange contract under which the Bank buys USD against HKD at a forward rate for settlement on the maturity date of

## **定期存款及掉期存款章則**

### **1. 首要事項**

- 1.1 本定期存款及掉期存款章則(下稱「本章則」)適用於每筆存入大眾銀行(香港)有限公司(下稱「銀行」)的定期存款或掉期存款(下稱「存款」)及就「存款」而為存款人(下稱「存款人」)開設的存款賬戶(下稱「賬戶」)。
- 1.2 銀行接受存款乃基於存款人同意受本章則的約束。此外,存款人授予銀行的開戶授權書(下稱「授權書」)(若有)內條文、以及銀行不時向存款人通告的銀行則例、規例及常規均適用於及管轄存款及賬戶的操作。倘若開戶授權書的條文與本章則之規定有任何不相符或衝突的地方,在不相符或衝突的地方以本章則為準。
- 1.3 存款人保證所有向銀行提供用以開設存款賬戶的資料均為真實正確,存款人亦已閱讀過並明白本章則及授權書內所載之條款。若存款人在銀行存檔的地址或其他資料有任何變更,存款人必須即時以銀行規定的表格通知銀行。
- 1.4 在本章則中,「營業日」為銀行在香港公開營業的一天。針對(甲)本金港幣伍拾萬元或以上的存款及(乙)外幣定期存款而言,星期六不是營業日,但是銀行可於星期六接受某部份由銀行不時指定幣值的定期存款。
- 1.5 銀行有權按照一般業務慣例及程序,只接受存款人之可行及合理指示。銀行已獲授權參予任何監管銀行業務之組織及其他提供銀行中央票據交換、結算及相關服務之系統,並遵守其規章及條例。

### **2. 貨幣, 掉期存款**

- 2.1 存款可以港幣或銀行當時提供的任何其他外幣作為單位。
- 2.2 掉期存款以美元為存款基準,但存款到期時以港幣交收。掉期存款之敘做須附帶存款人與銀行同時訂立(甲)壹份由銀行以敘做存款當時的美元兌港幣的現貨匯價,向存款人沽出敘做存款所需的美元的即時外匯買賣合約及(乙)壹份由銀行以存款到期日作交收日並以約定的美元兌港幣的遠期匯價以港向存款人購入存款之本息的遠期外匯買賣合約。
- 2.3 對於適用於任何外幣定期存款或存款人對該存款的權利及權益,而屬於任何外國司法管



轄區的法律、規例、或政府措施或限制，銀行無須對其效應負上任何責任。存款人對於該等法律、規例、政府措施及限制或其任何改變，應承受所有風險及後果。

- 2.4 銀行有權決定可開立之外幣存款戶口類別，及該等外幣存款戶口之付款方式。銀行並有權以非開立戶口之貨幣付款。若然，則匯率會以銀行當時所釐訂者為準。

### 3. 存款的接受

- 3.1 存款的接受乃受約束於銀行以其酌情權規訂的最低存款額及最短或最長存款期，而銀行可隨時更改該等限制而毋須事前通知存款人。
- 3.2 銀行在接受存款時，將向存款人發出存款確認書，以確認存款及記錄有關條款。存款確認書並非產權的證明文件，亦不可流通或轉讓。
- 3.3 所有銀行接受作存款的支票及其他金融票據，雖記入賬戶貸方，其承兌仍須最後付款才被確認。存款期只從銀行收取現款日起計，而利息亦由該日起累計。倘若銀行接受支票或金融票據作存款，但因其不能兌現而被退回，則銀行可以當時規訂的收費率徵收手續費。

### 4. 利息

- 4.1 如存款人向銀行提出要求，銀行應知會存款人每種貨幣的利息率，利息率不時變動，而銀行毋須事前通知存款人。
- 4.2 銀行只須在通知存款提款時及定期存款到期時，才支付利息；至於超過一個月之定期存款，在銀行可接受之情況下存款人可選擇按月支取利息或定期存款到期時才支取利息。
- 4.3 利息以與存款貨幣相同的貨幣累計：
- (a) 對於定期存款而言，利息按存款時銀行所公報的利息率及約定存款期的實際日數（不計到期日）計算；
- (b) 對於通知存款而言，利息按銀行在存款期間就以該通知存款貨幣為單位的同類通知存款所報的利息率，及實際已過的存款日數（不計提款日）計算。
- 4.4 利息可於每月（適用於超過一個月之定期存款）續期時提取或到期日累加於本金上。當提取或續期存款時，銀行須通知存款人已累計的利息（若存款人按月收取利息，銀行祇須通知存款人最後一個月已累計的利息）及扣除的稅項款額（若適用）的細節。

the Swap Deposit.

- 2.3 The Bank accepts no responsibility whatever for the effect of any law, regulation or government measure or restriction of any foreign jurisdiction which may be applicable to any Foreign Currency Fixed Deposit or the Depositor's right or interest therein. The Depositor will alone bear all risks and consequences resulting from any such law, regulation, government measure and restriction or any change thereof.
- 2.4 The Bank shall be entitled to prescribe the foreign currencies in which an Account may be denominated and the method of payment in respect of a foreign currency account. The Bank shall be entitled to effect payment in a currency other than that in which the Account is denominated and, if it does so, the exchange rate shall be the rate determined by the Bank to be prevailing at the relevant time.

### 3. Acceptance of Deposits

- 3.1 Deposits will be accepted subject to minimum deposit amount and for such minimum or maximum term as may be prescribed by the Bank at its sole discretion and these requirements are subject to change at any time without prior notice.
- 3.2 Upon acceptance of a Deposit, the Bank will issue a deposit confirmation by way of acknowledgement and records of the terms thereof. Deposit confirmation is not evidence of title nor is it negotiable or transferable. All cheques and other monetary instruments accepted for deposit are credited subject to final payment. The deposit period commences, and interest accrues, only from the date on which funds are collected. If a cheque or monetary instrument is accepted for deposit but subsequently returned unpaid, the Bank may levy a handling charge at the rate for the time being prescribed.

### 4. Interest

- 4.1 Interest rate for each currency and for each type of Deposit is quoted by the Bank in response to request from the Depositor and is subject to fluctuation from time to time without prior notice.
- 4.2 Interest is payable only upon withdrawal for Call Deposits and upon maturity for Fixed Deposits / monthly agreed upon by the Bank at the request of the Depositor who places Fixed Deposits with over one-month period.
- 4.3 Interest will accrue in the same currency as that of the Deposit and:-
- (a) in the case of Fixed Deposit, at the rate quoted by the Bank when it is placed with the Bank and will be paid for the actual number of days of the agreed deposit period, excluding the maturity date; and
- (b) in the case of Call Deposit, at the daily rate for the same type of Call Deposit for the currency concerned quoted by the Bank during the deposit period and will be paid for the actual number of days elapsed, excluding the date of withdrawal.
- 4.4 Interest may be either withdrawn on monthly (i.e. fixed deposits with over one month period as appropriate) /

- upon renewal or added to the principal upon renewal. The Depositor will be advised of details of accrued interest (if interest withdrawal on monthly basis, only the accrued interest of the last term of deposit period will be notified) and amount of tax deducted, if applicable, when a Deposit is withdrawn or renewed.
- 4.5 The Bank retains the right to revoke or terminate the monthly interest payable processing.
- 4.6 An inward remittance (whether in Hong Kong dollars or in any other currencies) 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 specified by the Bank from time to time. No interest will accrue on any inward remittance before the funds are actually credited into the Account.

## 5. Withdrawal and Disposal on Maturity

- 5.1 Fixed Deposits can only be withdrawn on maturity. Call Deposits can only be withdrawn by giving the appropriate length of notice in advance by the Depositor to the Bank that is required for the type of Call Deposit concerned.
- 5.2 At the Depositor's request, the Bank may at its sole discretion repay a Deposit before maturity but the Bank may refuse to pay interest thereon and may deduct from the proceeds:
- (a) interest already paid to the Depositor, if any;
  - (b) taxation paid to any taxing authority, if applicable; and
  - (c) the cost of obtaining funds in the market for the remaining term of the Deposit.
- 5.3 Withdrawals of Deposits can be made by instructions issued by the Depositor to the Bank in the form prescribed by the Bank for the proceeds thereof to be:
- (a) credited to an account of the Depositor with the Bank or
  - (b) replaced on Deposit in the same currency or after conversion into another currency or
  - (c) otherwise disposed of in accordance with instructions acceptable to the Bank.
- 5.4 Instructions for the disposal of Deposits at maturity must be given at least 1 business day prior to the maturity date. Once a disposal instruction has been given to or accepted by the Bank, it cannot be revoked or varied unless the Bank otherwise agrees.
- 5.5 If no acceptable disposal instruction is received before maturity, the Bank will at maturity hold the Deposit at the Depositor's disposal pending the receipt of acceptable instructions from the Depositor. The Bank may levy charges on the proceeds pending such instructions. The Bank may, but shall not be obliged to, pay interest on the Deposit for the period from maturity until acceptable instructions are received, at the then 24-hour's call rate or at such other rate and on such terms as the Bank may at its sole discretion think fit. In the case of Swap Deposit, if no acceptable disposal instruction is received before maturity, the proceeds thereof will upon maturity be automatically rolled over as HKD 24-Hour's Call Deposit.
- 5.6 If instructions for automatic renewal have been given,

- 4.5 本行保留撤回或取消按月支付利息之權利。
- 4.6 匯入匯款（不論為港幣或其他貨幣）或不於同日進誌賬戶。倘有關之付款通知書未能於銀行不時訂明之有關截數時間前送達銀行，則在匯入匯款實際進誌賬戶之前，有關款項將不獲計算利息。

## 5. 存款到期時的提取及運用

- 5.1 定期存款只可在到期日提取。有關通知存款，存款人必須按同類通知存款所須的通知期，預先通知銀行，方可提取。
- 5.2 在存款人要求時，銀行可自主運用其酌情權，在存款到期前將存款退還存款人，但銀行可拒絕支付有關利息，並可從實交存款人的款項中扣除：
- (a) 已付存款人的利息（若有任何）；
  - (b) 已付徵稅當局的稅款（若適用）；及
  - (c) 在存款期的餘下時間，向市場取得現款的費用。
- 5.3 存款人可以銀行指定的方式指示銀行，以提取存款，並將實交存款人的款項：
- (a) 記入存款人在銀行的賬戶的貸方；或
  - (b) 以同樣貨幣或在兌換後以另一種貨幣，再作為存款；或
  - (c) 依據可為銀行接受的指示，另行運用。
- 5.4 有關在存款到期時運用存款的指示，必須在到期日前最少一個營業日發出。運用存款指示一經發出或被銀行接受，則不能被撤銷或更改，除非銀行另行同意。
- 5.5 倘若在存款到期時，銀行尚未收到可為其接受的運用存款指示，則銀行可在到期日，持有存款以供存款人處置，以待收到由存款人發出的並可為銀行接受的指示。在待收該指示時，銀行可對實交存款人的款項徵收費用。銀行可以，但不一定要，對該存款支付利息，利息計算期為由到期日開始至收到可接受的指示為止，利息率為二十四小時通知存款利率或其他利率；有關利息的支付，銀行可自主採用其認為適當的條款。就掉期存款而言，倘若在到期時銀行尚未收到可為其接受的運用存款指示，該存款本息於到期日將自動轉作為二十四小時港幣通知存款。
- 5.6 倘若存款人已給予銀行自動續期指示，在到期日的通行開盤利率應為適用利率。
- 5.7 除非另行訂明，在非營業日到期的存款，應被視為在隨後的營業日到期，而利息則計算至該營業日（但不包括該日）。就掉期存款而言，與之相關的遠期外匯買賣合約的交收日

應相應延期。

## 6. 外幣定期存款的償還

- 6.1 外幣定期存款的償還，銀行可運用其酌情權自主決定，以如下任何一種方法、或任何兩種或多種方法的組合完成：

- (a) 以所要求的外幣用現金付款；
- (b) 向存款人發出由銀行出具的即期匯票，銀行有酌情權自主選擇某一處於外國司法管轄區的往來銀行作為匯票的付款方，以所要求的外幣支付；
- (c) 按照存款人的指示，以所要求的外幣，用郵匯或電匯方式付款（若有須要時，郵匯或電匯款項可通過由銀行酌情自主選擇的往來銀行辦理）；
- (d) 向存款人出具港幣銀行本票或以現金港幣付款，而由外幣兌換成港幣的兌換率為在兌換時通行的銀行電匯買價。

對於任何參與處理提取及支付款項的往來銀行，其費用須由存款人獨自承擔。即使由於往來銀行的選擇或往來銀行的任何行為、誤差、遺漏、延滯、錯誤、過失或疏忽，而導致存款人蒙受損失，銀行毋須向存款人承擔任何責任。

- 6.2 假若存款人要求提取現金外幣，存款人必須在提款前最少三個營業日通知銀行。倘若銀行缺乏有關的外幣，銀行毋須履行付款責任。倘若存款人要求被提取的款項以外幣電匯支付，存款人必須在電匯前最少一個營業日給予銀行指示。

## 7. 費用

- 7.1 銀行保留權利，依據銀行以其酌情權認為適當的方式，對賬戶貸方餘額徵收收費，開支及其他費用。
- 7.2 銀行可按其就任何提款或向存款人償還存款所制訂的收費準則，收取佣金或手續費，並可在提取或償還的款項中扣除該等佣金或費用。銀行被存款人授權，在任何時候而無須事先通知存款人，於任何存款人在銀行的賬戶記欠，以償付銀行任何銀行可能招致或徵收的任何費用、支出及其他收費。
- 7.3 銀行收費會列明於銀行印製之收費表，並可在銀行之總行及各分行索取到，銀行可不時對收費表上之收費作出修訂。銀行將於有關修訂生效前三十日通知存款人，若有關修訂並非銀行可控制，則銀行會盡量在合理時間

the prevailing interest rate will be the opening rate applicable on the maturity date.

- 5.7 Unless otherwise stated, Deposits maturing on a non-business day shall mature instead on the following business day and interest shall be paid up to but excluding that date. In the case of Swap Deposit, the related forward foreign exchange contract will be extended accordingly.

## 6. Repayment of Foreign Currency Fixed Deposits

- 6.1 Repayment of Foreign Currency Fixed Deposits may be effected by any one of the following methods or by any combination of any two or more thereof at the Bank's sole discretion, namely :-

- (a) by cash payment in the required foreign currency;
- (b) by issuing to the Depositor a demand draft drawn by the Bank on a correspondent bank (chosen by the Bank at its sole discretion) in a foreign jurisdiction payable in the required foreign currency;
- (c) by effecting a mail or telegraphic transfer (via a correspondent bank, where necessary, chosen by the Bank at its sole discretion) in the required foreign currency in accordance with the Depositor's instructions;
- (d) by issuing to the Depositor a cashier order or cash payment in HKD, converted from the foreign currency equivalent at the Bank's buying rate for the telegraphic transfer of funds prevailing at the time of conversion.

All charges payable to any correspondent bank engaged in the disposal of funds withdrawn shall be borne solely by the Depositor. The Bank shall not be in any way responsible for any loss which the Depositor may suffer as a result of the choice of correspondent bank or as a result of any act, error, omission, delay, mistake, default or neglect by the correspondent bank.

- 6.2 Withdrawals of cash in any foreign currency will be subject to the Depositor giving at least 3 business days' prior notice and the availability of the currency concerned. Instructions for the telegraphic transfer of foreign currency funds must be given to the Bank at least 1 business day in advance.

## 7. Charges

- 7.1 The Bank is entitled to impose deposit charges on credit balances of the Account in such manner as the Bank at its sole discretion thinks fit.
- 7.2 The Bank may charge such commission or handling fee as it may prescribe for any withdrawal or repayment of Deposits to the Depositor and may deduct such commission or fee from the amount to be withdrawn or repaid. The Bank is expressly authorised by the Depositor, at any time without prior notice, to debit any account of the Depositor with the Bank so as to obtain reimbursement of any fees, expenses and any other charges which the Bank may incur or impose.
- 7.3 Any charges imposed by the Bank will be specified in a Schedule of Fees published by the Bank and available at the Banks' principal place of business and at its

branches, and will be subject to variation by the Bank from time to time. The Bank will give to the Depositor at least 30 days' notice before effecting any such variation unless such variation is beyond the control of the Bank in which case the Bank will give the Depositor such period of notice as is reasonable in the circumstances. The Depositor will be bound by the variation if the Depositor continues to maintain the Account with the Bank.

## 8. Miscellaneous

- 8.1 All notices and communications sent by post to the last address of the Depositor on record with the Bank will be deemed to have been duly delivered to the Depositor at the expiration of 48 hours after it has been posted. In proving such delivery, it will be sufficient to prove that the notice was properly addressed and mailed, postage prepaid.
- 8.2 If the Depositor consists of more than one person, the Account Rules will be binding on the Depositor jointly and severally.
- 8.3 The Bank may in its discretion amend the Account Rules from time to time by giving notice to the Depositor. At least 30 days' notice will be given to the Depositor of any amendment which affects fees and charges under the control of the Bank and the Depositor's liabilities and obligations under the Account Rules or such reasonable notice as the Bank may prescribe in the case of any other amendments and variations. Notice will be given to the Depositor by means of a notice or sign:
  - (a) displayed for not less than 3 consecutive business days in a conspicuous place in the banking hall of Bank's branch where the Deposit is accepted or
  - (b) advertised once in a Chinese and English daily newspaper circulating in Hong Kong or
  - (c) sent by ordinary post to the last address of the Depositor on record with the Bank or
  - (d) in such other manner as the Bank thinks fit and the Depositor will be bound by such amended terms and conditions after the expiry of the notice period.
- 8.4 The Account Rules may be translated into any other language. If there shall be any conflict between the English version and the translated version of the Account Rules, the English version shall prevail.
- 8.5 The Account Rules are governed by the laws of the Hong Kong Special Administrative Region and the Account Holder agrees to submit to the non-exclusive jurisdiction of the Hong Kong Courts.

內通知存款人。若存款人在收到通知後仍繼續維持賬戶，有關修訂即對存款人有約束力。

## 8. 雜項

- 8.1 所有按存款人在銀行檔案中的最新地址郵寄給存款人的通知及通訊，在投寄後四十八小時屆滿後，應被視為已經妥為送達存款人。銀行只須證明該等通知已妥為寫上地址及預付郵資，即足以證明有關通知已送達存款人。
- 8.2 若存款人由超過一人組成，本章則對存款人具有共同及各別的約束力。
- 8.3 銀行可運用其酌情權，在給予存款人通知後，不時修改本章則。若有關修改會影響銀行控制下的收費及存款人在本章則項下之責任，銀行會給予存款人至少三十日之通知或若其他之修改則會給予銀行認為合理之通知。通知可以告示或標示之形式：
  - (a) 在開設賬戶的銀行分行營業大堂的當眼地方展示連續最少三個營業日或
  - (b) 在每日通行於香港的中文及英文報章上刊登一次或
  - (c) 按存款人在銀行檔案中的最新地址，以平郵寄給存款人或
  - (d) 以銀行認為合適之其他方式；而在通知書所示之通知期完結後，存款人即受該等修改後的條文所約束。
- 8.4 本章則可被翻譯成任何其他語文。若本章則英文版本與翻譯語文的版本有任何不相符的地方，須以英文版本為準。
- 8.5 本章則受香港特別行政區之法律管轄，存款人同意接受香港法院之非專屬司法管轄。