

鑑於澳門商業銀行股份有限公司(下稱“銀行”)同意開立及繼續開立戶口予本人/吾等(下稱“客戶”)或提供或繼續提供所有設施及服務,客戶謹此承諾遵守及同意銀行的綜合章則及條款(下稱“章則及條款”),及其不時的修訂所約束:

In consideration of Banco Comercial de Macau, S. A. (hereinafter also referred to as “the Bank”) agreeing to open and maintain accounts for me/us (hereinafter also referred to as “Customer”) or provide or continue to provide its services or facilities to Customer, Customer agrees to be bound by the Master Terms and Conditions of the Bank (hereinafter also referred to as “Terms and Conditions”) and the amendment thereof made by the Bank from time to time.

## 一般條款 General Terms

以下條文適用於銀行不時提供之所有設施及服務:

The following terms apply to all facilities and services offered by the Bank:

### 1. 設施及服務 Facilities and Services

- 1.1 銀行將不時為其客戶提供列於章則及條款內的設施及服務。The Bank will from time to time offer the facilities and services as set out in the Terms and Conditions hereto to its customers.
- 1.2 銀行可於任何時間在給予客戶通知的情況下刪除章則及條款中的任何設施或服務。若於有關時間客戶正值使用該設施或服務,銀行將提供中止該設施或服務之事先通知。The Bank may at any time remove any facility or service from the Terms and Conditions hereto by giving notice to the Customer. The Bank will give prior notice of removal of such facility or service to the Customer if the Customer is utilizing such facility or service at the relevant time.
- 1.3 每項設施及服務將會按照此等一般條款及章則及條款中有關設施或服務所列的條款、列於有關設施及服務標題下之條款及其他由銀行通知客戶之條款提供予客戶。Each facility and service will be provided to the Customer subject to these General Terms and the Terms and Conditions referred to against the relevant facility or service hereto and any other terms as the Bank may notify the Customer.
- 1.4 客戶可於任何時間申請使用由銀行提供列於章則及條款中之任何設施或服務。客戶可根據第2條提出申請。惟若客戶屬法人實體,除非銀行接納該申請已獲客戶的行政管理機關正式批准或以銀行接納之其他方式取得正式批准,否則銀行可拒絕接受客戶對使用任何設施或服務之申請。客戶毋須在銀行批准客戶使用任何設施或服務前對一般條款及任何章則及條款作出書面確認。客戶承諾在閱讀並完全明白一般條款及章則及條款以及適用於該設施或服務的有關其他條款前不會使用任何設施或服務。通過使用有關設施或服務,客戶會被視為已確認同意遵守所有有關之適用條款。銀行可於接受客戶申請使用設施或服務前要求客戶提供其所需資料。銀行亦有權拒絕客戶就有關設施或服務作出之申請,而毋須給予任何理由。The Customer may at any time apply for any of the facilities and services offered by the Bank as set out in the Terms and Conditions hereto. Application for the use of any facility or service may be made by the Customer by giving an instruction to such effect in accordance with clause 2. However, if the Customer is a corporate entity, the Bank may refuse to accept the Customer's application for the use of any facility or service unless the Bank is satisfied that such an application has been duly approved by the administrative body of the Customer or in such other manner acceptable to the Bank. No written acknowledgement of these General Terms and any Terms and Conditions will be required before the Bank allows the Customer to utilize any facility or service. The Customer undertakes not to utilize any facility or service unless and until the Customer has read and fully understood these General Terms and the Terms and Conditions and such other terms applicable to such facility or service. By utilizing the relevant facility or service, the Customer will be deemed to have confirmed its agreement to all the terms applicable to the relevant facility or service. The Bank may require the Customer to submit such further information as it may require before accepting the Customer's application for facility or service. The Bank shall also be entitled to refuse the Customer's application for any of the facilities and services without giving any reason.
- 1.5 就申請任何設施或服務所遞交之文件將不獲發回。Documents submitted in connection with the application of any facility or service will not be returned.
- 1.6 若銀行與客戶之協議不一致,則以本章則及條款為準。In case of discrepancy with previous agreements between the Bank and the Customer, this Master Terms and Conditions shall prevail.
- 1.7 銀行之服務/產品並不是以歐盟的人士為目標。The services / products of the Bank are not targeted at customers in the European Union.

### 2. 指示 Instructions

- 2.1 銀行獲授權接受任何按照本第2條以書面或透過互聯網,或銀行認可之其他電子媒介,或使用電話提出透過或就客戶任何戶口進行交易、使用或申請使用銀行提供之任何設施或服務的指示,並按照此等指示行事。The Bank is authorized to accept and rely on any instruction to effect any transaction through or in respect of any of the Customer's accounts or to utilize any facility or service and applications for any facility or service offered by the Bank given in writing, through the Internet or other electronic means acceptable to the Bank or by telephone in accordance with this clause 2.
- 2.2 第2.1條所指之指示包括但不限於申請任何設施或服務及中止任何設施或服務、承兌任何支票、銀票、付款憑單、匯票及承付票、發出任何信用證、擔保、彌償及反擔保、對客戶背書之任何票據進行貼現、由第三方向客戶戶口存入款項的匯款指示、客戶要求取消其戶口所發出的指示、買賣或處理證券、外匯、利率交易或投資、於客戶戶口提取任何或所有款項、或送交或處理銀行不時代表客戶保管之任何證券、契據、文件或其他任何性質的財產、對客戶任何戶口、所有或任何客戶之資產包括商譽及未繳股本進行按揭、押記、質押、押貨預支或產生留置權或其他抵押權益、以保證客戶或任何其他人士之債務、安排及接納信貸、貸款、預支、透支或銀行給予客戶之其他銀行貸款設施、授權任何人士就客戶之任何戶口發出指示、授權簽署之人數及組成之任何更改及就貸款、客戶任何指定戶口發出指示的方式。Instructions referred to in clause 2.1 include but are not limited to the application for any facility or service from the Bank and termination of the same, the honouring of any cheque, draft, order to pay, bill of exchange and promissory note, the issuance of any letter of credit, guarantee, indemnity or counter-indemnity, the discounting of any bill endorsed on behalf of the Customer, remittance instructions from third parties to deposit funds into Customer's accounts, instructions from the Customer to close his accounts, the purchase or sale of or other dealings in securities, foreign exchange, interest rate transaction or investment, the order to withdraw any or all money on any of accounts of the Customer or to deliver, dispose of or deal with any securities, deeds, documents or other property whatsoever from time to time in the Bank's possession for the Customer's account, the mortgage, charge, pledge, hypothecation or creation of any lien or other security interest of any account of the Customer, all or any of the Customer's assets including goodwill and uncalled capital in favour of the Bank to secure the liabilities of the Customer or any other person, the arrangement and acceptance of any credit, loan, advance, overdraft or other banking facilities from the Bank to the Customer, the authorization of any person or persons to give instruction in respect of any of the accounts of the Customer and the manner of giving instruction, any changes in the number and composition of authorized signatories and the manner of giving instruction for any particular account of the Customer.
- 2.3 就任何客戶戶口發出之書面指示是指由客戶或客戶不時委任之授權簽署人或客戶之授權簽署人或獲客戶授權委任授權簽署人或以其他方式處理銀行事宜之人士(“受委人士”)(視乎情況而定)以委託書中指定之有關簽名樣本簽署或銀行所接納的電子簽署(在銀行以書面形式事先批准其使用電子簽署的情況下)之指示或於有關戶口之其他指示之正本或傳真本。Instructions given in writing in connection with any of the Customer's accounts mean instructions signed by the Customer or such number of authorized signatories from time to time appointed by the Customer or by the Customer's authorized signatories or by person(s) to whom the Customer has delegated his authority to appoint authorized signatories or otherwise to deal with the Bank (“Delegated Person”) (as the case may be) with such signature(s) specified in the mandate or electronic signature(s) acceptable to the Bank (where the use of such signature(s) is approved by the Bank in writing in advance) or other instructions of the relevant account in original or by fax.



- 2.4 除第2.3條所提及外，運用任何設施或服務的書面指示及就任何設施或服務提出的書面申請是指由客戶或客戶戶口之一個或以上授權簽署人簽署的書面指示之正本。 Instructions in writing to utilize any facility or service otherwise than those referred to in clause 2.3 and applications in writing for any facility or service mean instructions signed by the Customer or any one or more of the authorized signatories of any of the Customer's accounts in original.
- 2.5 第2.1條所指通過互聯網或為銀行所接受的其他電子媒介發出之指示及申請是指能夠： Instructions and applications referred to in clause 2.1 given through the internet or other electronic means acceptable to the Bank mean instructions or applications given by such person who can:
- (a) 引述與指示有關之客戶戶口之戶口號碼，或若指示並非與任何客戶戶口有關，則引述客戶任何一個戶口之戶口號碼，或引述客戶選擇且經銀行接受的其他身份標識符或登入名稱； Quote the account number of the Customer's account to which the instruction relates, or if it does not relate to any of the Customer's accounts, the account number of any one of the Customer's accounts, or such identifier or login name selected by the Customer and accepted by the Bank;
  - (b) 引述由銀行編配予被引述戶口之個人密碼（或其後不時經客戶變更及銀行接受的密碼）； Quote the personal identification number assigned by the Bank (or as may subsequently be changed by the Customer and accepted by the Bank from time to time) for the account quoted;
  - (c) 若銀行要求，出示顧客或任何有關的授權簽署人或有關受委人士（如銀行同意接納受委人士通過互聯網或其他電子媒介發出之指示）的簽署或銀行所接納的電子簽署（在銀行以書面形式事先批准其使用電子簽署的情況下）； Produce the signature or electronic signature of the Customer acceptable to the Bank (where the use of electronic signatures is approved by the Bank in writing in advance) or any of the relevant authorized signatories or (where the Bank agrees to accept instructions from Delegated Person through the Internet or other electronic means) of the relevant Delegated Person, if required by the Bank;
  - (d) 若銀行要求，輸入 (i) 由銀行透過短訊形式（短訊）傳送到客戶的手提電話號碼（已於銀行登記用作接收一次性密碼，而該手提電話或裝置載有該已登記之手提電話號碼之有效SIM卡，此後簡稱為（「已登記之手提電話」）之一次性密碼（「短訊一次性密碼」）；及／或 Input the one-time password sent to the mobile phone number registered by the Customer with the Bank for this purpose (the mobile phone or device containing the valid SIM card of such registered mobile number hereinafter being referred as the "Registered Mobile") via Short Message Service (SMS) ("SMS OTP"); and/or  
(ii) 由銀行不時指定或批准之裝置（「保安裝置」）所產生之密碼（「裝置密碼」）；及／或 Input the passcode or password ("Device Code") generated by any device designated or approved by the Bank from time to time ("Security Device"); and/or  
(iii) 客戶在指定型號流動裝置上儲存的生物認證（包括但不限於指紋、Face ID認證或臉部識別）；及／或 Apply the Customer's biometric authentication record (including but not limited to his fingerprint, face ID or facial map) stored on his designated mobile device; and/or  
(iv) 客戶自訂之保安密碼認證（如客戶已成功登記及啟用銀行提供之保安認證服務）；及／或 Apply his self-assigned security passcode (if he has successfully registered for and activated the Security Authentication Service provided by the Bank), if so required by the Bank; and/or
  - (e) 出示或引述銀行要求的其他資料。即使有關委託書上有相反的要求，此第2.5條仍然適用。為免生疑問，即使客戶已啟動了流動電話服務供應商所提供的短訊轉傳服務，上述第2.5(d)(i)條提及的短訊亦不會被轉傳至任何其他手提電話號碼。 Provide such other information as may be required by the Bank. This clause 2.5 shall apply despite any requirement to the contrary in the relevant mandate. For the avoidance of doubt, the SMS referred to in clause 2.5(d)(i) above will not be forwarded to any other mobile phone number even if the Customer has subscribed for SMS forwarding service provided by the Customer's telecommunication service provider.
- 即使有關委託書上有相反的要求，此第2.5條仍然適用。 This clause 2.5 shall apply despite any requirement to the contrary in the relevant mandate.
- 2.6 第2.1條所提述的以電話發出的指示及申請是指，銀行相信是客戶或構成客戶的任何人士，或在與客戶的戶口有關的指示的情況下，與該指示有關的戶口的任何授權簽署人（如銀行同意接納受委人士以電話發出的指示）不時發出的指示或申請。 Instructions and applications referred to in clause 2.1 given by telephone mean instructions or applications given by such person whom the Bank believes the Customer or any person comprising the Customer, or in the cause of an instruction which related to an account of the Customer, any of the authorized signatories or (where the Bank agrees to accept instructions from Delegated person by telephone) any of the Delegated person of the account from time to time to which the instruction relates.
- 2.7 銀行可，但並無義務，拒絕接受任何透過電話發出的指示或申請，若該位發出指示的人士未能：The Bank may, but is not obliged to, refuse to accept any instruction or application given by telephone if the person giving the instruction shall fail to:
- (a) 引述與指示有關之客戶戶口之號碼，或若指示並非與任何客戶戶口有關，則引述客戶任何一個戶口之號碼； Quote the account number of the Customer's account to which the instruction relates, or if it does not relate to any of the Customer's accounts, the account number of any one of the Customer's accounts;
  - (b) 引述由銀行編配予被引述戶口之個人密碼；或 Quote the personal identification number assigned by the Bank for the account quoted; or
  - (c) 提供銀行要求的其他資料。 Provide such other information as may be required by the Bank.
- 銀行可要求客戶通過電話、互聯網、其他電子媒介或其要求的其他方法確認任何指示。在收到客戶之確認前，銀行可拒絕接受或根據指示行事。 The Bank may require the Customer to confirm any instruction by telephone, through the internet or other electronic means or by such other means as the Bank may require. The Bank may refuse to accept or reply on any instruction before receiving the Customer's confirmation.
- 2.8 縱使有關指示本身具錯誤、誤解、欺詐、偽冒、不清晰或未獲正式授權，銀行獲授權接受及依照符合此第2條之指示而行事。 The Bank is authorized to accept and rely on any instruction or application given in accordance with this clause 2 notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in or authorization for such instruction.
- 2.9 銀行將會執行客戶或其委託人所發出之指示。銀行可根據情況，要求客戶或該等人士以書面形式將其指示透過郵寄、電傳或傳真形式通知銀行。銀行可根據情況，盡可能執行客戶之指示，而不會為因指示上之錯誤或含意不清導致不能執行或已執行有關指示而負上任何責任。 The Bank shall execute any instructions given by the Customer or such other person duly authorized by the Customer to act on his/her behalf. The Bank may, at its discretion, request the Customer or such other authorized person to provide written instructions by mail, telex or facsimile. The Bank shall, at its best effort, act on the instructions purportedly given by the Customer and shall not be liable for the non-execution or execution of any instructions due to the errors in or ambiguity of such instructions.
- 2.10 儘管本一般條款或任何附加條款內任何其他條款的規定，銀行可因以下原因拒絕接受、依賴或依據任何指示或申請行事： Notwithstanding any other provisions contained under these General Terms or any Specific Terms, the Bank may refuse to accept, rely on or act upon any instruction or application if:
- (a) 有關客戶之戶口內存款不足； There is insufficient funds in the relevant account of the Customer;
  - (b) 若銀行認為在指示或申請中有任何含糊不清或出現任何抵觸或不肯定之處； In the opinion of the Bank there is any lack of clarity or if there exists any contradiction or uncertainty in the instruction or application;
  - (c) 為遵從適用法律及法規（其定義見本一般條款第17.3條）的目的； For the purpose of complying with the Applicable Laws and Regulations (as defined in clause 17.3 of these General Terms);
  - (d) 如銀行認為有關指示可能涉及法律、監管或合規風險； There exist, in the opinion of the Bank, legal, regulatory or compliance concerns regarding such instructions;
  - (e) 為預防犯罪或遵從適用法律及法規的目的或因銀行（以全權酌情）決定為恰當的其他理由，有關客戶之戶口已被封鎖或凍結； The relevant account of the Customer is blocked or frozen for the purpose of prevention of crime or compliance with the Applicable Laws and Regulations or for such other reason as the Bank (in its sole and absolute discretion) thinks fit;
  - (f) 銀行就提供任何設施或服務而要求客戶提供的有關資料或文件並不正確或足夠，或客戶並無妥善或及時地提供有關資料； The relevant information or documentation requested by the Bank to be provided by Customer in relation to the provision of any facility or service of the Bank is inaccurate, insufficient, or not properly or timely provided;

- (g) 如該指示或申請涉及銀行於考慮到客戶的財務狀況、投資經驗和投資目標後，認為不合適客戶的投資產品；或 Such instructions or applications relates to an investment product that the Bank deems unsuitable for the Customer having regard to the Customer's financial situation, investment experience and investment objectives; or
- (h) 其他銀行認定恰當的理由。There is such other reason as the Bank deems fit.

客戶認同此舉給予其更大的保障，尤其當指示或申請有欺詐的嫌疑。儘管本一般條款或任何附加條款內任何其他條款的規定，銀行可為預防犯罪或遵從適用法律及法規的目的或因銀行（以全權酌情）決定為恰當的其他理由，於任何時候在沒有事先通知客戶的情況下，封鎖或凍結客戶的任何戶口。The Customer acknowledges that this may offer more protection to the interest of the Customer particularly where fraud is suspected of an instruction or application. Notwithstanding any other provisions of these General Terms or any Specific Terms, the Bank may at any time and without prior notice to the Customer block or freeze any accounts of the Customer for the purpose of prevention of crime or compliance with the Applicable Laws and Regulations or for such other reason as the Bank (in its sole and absolute discretion) thinks fit.

- 2.11 即使有關戶口內資金不足，若銀行決定仍然執行有關指示，銀行毋須事前知會客戶或取得其同意，銀行事後知會客戶相關之透支金額及利息。客戶須支付銀行因而引致的透支及由銀行不時決定利率計算的所有利息及收費。If the Bank shall decide to execute an instruction notwithstanding the insufficiency of funds in the relevant account, the Bank may do so without seeking the prior approval from Customer or giving prior notice to the Customer, the Bank should notify the Customer afterwards providing the overdraft amount and the applied interest rate. The Customer shall pay to the Bank the resulting overdraft and all interest and charges incurred at such rate as may be determined by the Bank from time to time.
- 2.12 銀行可將客戶或任何其授權簽署人或（如適用）受委人士在業務運作中與銀行之電話對話錄音。The Bank may record any telephone conversation between the Bank and the Customer or any of his/her authorized signatories or (where applicable) Delegated Person in the course of its business.
- 2.13 任何因指示而產生的交易在銀行完成有關交易時即對客戶具約束力。Any transaction effected pursuant to an instruction shall be binding on the Customer as soon as it has been effected by the Bank.
- 2.14 銀行於任何辦公日其指定的截數時間後接收的指示，只會留待下一個銀行不時決定及指定可按該等指示行事的辦公日才處理。除非本一般條款及章則及條款之有關條文或任何通知、通訊、確認書、結單或章則及條款所載有關設施及服務之其他文件另有訂明，「辦公日」一詞包括銀行不時決定開門營業之時間。除非銀行另行決定，否則懸掛八號或以上颶風訊號的期間均不是銀行的辦公時間。Instructions received by the bank after its designated cut-off time on any Business Day will only be processed in the immediately following Business Day available for effecting such instructions as determined and specified by the Bank from time to time. Unless otherwise specified in the relevant provisions under these General Terms or any of the Terms and Conditions or any notice, communication, confirmation, statement or other documents relating to the facilities and services as set out in the Terms and Conditions, the expression "Business Day" Comprises such hours determined by the Bank from time to time when the Bank is open for business. Unless otherwise determined by the Bank, the hours during which typhoon signal number 8 or above will not be banking hours of the Bank.
- 2.15 客戶明白到互聯網可能因為未能預計的擠塞、開放和公開性質和其他原因，導致互聯網未必是可靠之通訊媒介，而這些不可靠性是在銀行可控制範圍之外。這些因素可導致交易傳送延誤、錯誤資料傳送、延誤執行指示或執行指示與發出指示時的價位偏差，及銀行客戶在通訊上的誤會和錯誤、傳送缺失、阻礙等。The Customer understands that due to unpredictable traffic congestion, openness and public nature of the internet and other reasons, the internet may not be a reliable media of communication and that such unreliability is beyond the control of the Bank. This may subject transactions to delays in transmission, incorrect data transmission, delays in execution or execution of instructions at prices different from those prevailing at the time instructions were given, misunderstanding and errors in any communication between the Bank and the Customer, transmission blackouts, interruptions and so on.
- 2.16 客戶同意其自己或促使其每個授權簽署人及（如適用）受委人士於每次利用互聯網向銀行發出指示或申請後立即把瀏覽器的記憶體內之資料消除並關閉瀏覽器。The Customer will and will procure each of his/her authorized signatories and (where applicable) Delegated Person to clear the browser cache memory as soon as he signs off each time after having given instructions or made applications to the Bank through the internet and exist the browser immediately thereafter.
- 2.17 倘由於任何通訊或電腦服務或系統發生故障、失靈或機能故障，或由於銀行合理控制範圍以外的任何其他事件或情況，致使銀行不能履行、中斷履行或延遲履行各項義務或發生任何傳送失誤的情況，銀行無須就客戶因此引致或遭受的任何損失或損害承擔任何種類的任何責任。In the event of any failure, interruption or delay in performance of the Bank's obligations or any inaccuracy in transmission resulting from breakdown, failure or malfunction of any telecommunications or computer service or system or from any other event or circumstance whatsoever not reasonably within its control, the Bank shall not be liable or have any responsibility of any kind of any loss or damage thereby incurred or suffered by the Customer.
- 2.18 各項交易的電腦記錄，或在任何其他載體所作的轉錄，特別是在銀行文件所作的轉錄，均構成所作交易的充分證明，並可在法院被接受為交易的證明。The automated registration of the transactions or their reproduction by any other means of support, namely documents produced by the Bank, shall constitute sufficient evidence of the dealings of Customer with the Bank and may be accepted as evidence by the Court in the event of legal proceedings.

### 3. 個人密碼及保安認證服務之使用 Use of PIN, Device Code, SMS OTP, Security Device and Registered Mobile

- 3.1 銀行可編配一個或以上的個人密碼（每一個為「密碼」）及/或提供一個或以上用以產生裝置密碼之保安裝置及/或發送短訊一次性密碼予客戶及其授權簽署人及受委人士（如銀行同意接納受委人士通過互聯網或其他電子媒介或電話發出之指示）使其可通過自動櫃員機、電話、互聯網或其他電子媒介發出指示、使用客戶之戶口或其他設施或服務。客戶承諾本身及促使其授權簽署人及（如適用）受委人士將其個人密碼、裝置密碼及短訊一次性密碼保密，不將之告知他人，且在其得悉或懷疑其個人密碼、裝置密碼及/或短訊一次性密碼為他人在未經其授權的情況下所知後儘快通知銀行。客戶承諾本身及促使其授權簽署人及（如適用）受委人士被授權人採取合理措施，使其保安裝置及/或已登記之手提電話（示乎情況適用）免遭未經授權的使用，並在保安裝置及/或已登記之手提電話（示乎情況適用）丟失或被盜後立即通知銀行。The Bank may assign one or more personal identification number (each a "PIN") and/or provide one or more Security Device(s) for generating the Device Code and/or send an SMS OTP to the Customer and his authorized signatories and (where the Bank agrees to accept instructions from Delegated Person through the Internet or other electronic means or by telephone) Delegated Person to enable such person to give instructions by ATM, telephone, through the Internet or other electronic means or gain access to the accounts of the Customer or other facilities or services. The Customer undertakes to keep and procure his authorized signatories and (where applicable) Delegated Person to keep his PIN, Device Code and SMS OTP confidential and not to disclose the same to any other person. The Customer will and will procure each of his authorized signatories and (where applicable) Delegated Person to notify the Bank as soon as possible if he knows or suspects that any unauthorized person has access to his PIN and/or Device Code and/or SMS OTP. The Customer undertakes to keep and procure his authorized signatories and (where applicable) Delegated Person to take reasonable measures to prevent unauthorized access to the Security Device and/or the Registered Mobile (as the case may be) and forthwith notify the Bank in case of loss (whether being lost or stolen) of the Security Device and/or the Registered Mobile (as the case may be).
- 3.2 儘管上述第 3.1 條禁止客戶將短訊一次性密碼告知任何第三方，客戶確認並同意銀行可不時利用短訊一次性密碼技術接收顧客之指示及/或向其提供服務，以及要求客戶透過電話或面對面將發送到其已登記手提電話的短訊一次性密碼告知銀行之授權人員，以便銀行接受客戶之指示及/或向其提供服務。如客戶有任何疑問，可（但並無義務）向銀行查詢相關人員是否已獲銀行授權要求客戶披露短訊一次性密碼，而客戶根據本 3.2 條就短訊一次性密碼所作的披露將不構成違反上述第 3.1 條及/或下述第 4.2 條及/或任何其他銀行之保安政策/通知的行為。Notwithstanding clause 3.1 above that the Customer shall be prohibited from disclosing the SMS OTP to any third party, the Customer acknowledges and agrees that the Bank may from time to time make use of the SMS OTP technology in receiving instruction(s) of and/or providing service(s) to the Customer and require the Customer to disclose to the authorized staff of the Bank, whether over the telephone or face-to-face, the SMS OTP sent to his Registered Mobile for the Bank's taking of such instruction(s) and/or provision of such service(s). The Customer may (but is not obliged to) check with the Bank if

such staff is so authorized by the Bank to request for such SMS OTP disclosure in case of doubt and the Customer's disclosure of SMS OTP pursuant to this clause 3.2 shall not constitute a breach of clause 3.1 above and/or clause 4.2 below and/or any other security policy/notice of the Bank.

#### 4. 責任之限度 Limitation of Liability

- 4.1 在沒有欺詐、疏忽或故意過失或下述第4.2及4.3條提及的原因的情況下，銀行及/或任何銀行集團公司毋須對任何有關客戶戶口或銀行提供之任何設施或服務的作為、延遲或不作為而負上責任，包括下列各項：In the absence of fraud, negligence or willful default or otherwise provided in clauses 4.2 and 4.3, the Bank and/or any Bank Group Company will not be liable for any act, delay or omission to act in connection with any of the Customer's accounts or any facility or service provided by the Bank including the following:
- (a) 客戶戶口的操作及銀行提供之任何設施或服務；The operation of any of the Customer's accounts and the provision of any of the facilities and services by the Bank;
  - (b) 由於任何原因銀行設施或服務之提供受到限制或影響；The availability of any of the facilities or services being restricted or affected by any cause or for whatever reason;
  - (c) 任何代理銀行、經紀、代理人、託管人或牽涉入任何交易之他方的作為、不作為、疏忽或過失；The acts, omission, negligence or default of any correspondent, broker, agent, custodian or other parties involved in any transaction;
  - (d) 因任何下列事項導致未能履約、違約或延遲履約：(i) 任何徵費、徵稅、禁運、延期履行、外匯限制或其他政府行為或其他機關的行為；(ii) 任何停電或任何傳輸或通訊中斷或失敗或電腦設備故障，或郵政系統或其他系統發生罷工或行業行動，或任何交易所、交易系統、市場或結算所關閉或暫定交易；(iii) 任何天災、火災、水災、霜凍、颱風、爆炸、災難或自然災害；(iv) 任何可致命的流行性或大型流行性疾病或污染的爆發；(v) 任何戰爭、可能即將發生戰爭的威脅、恐怖主義活動、內亂、破壞、暴動、革命、叛亂或公民抗命的行為；(vi) 任何對澳門銀行業產生不利影響的澳門或其他地方的金融、政治、財務、經濟或社會狀況的重大變動；或(vii) 任何銀行無法控制的任何其他導致銀行對其在此等綜合章則及條件或任何其他條款項下義務或相關義務的履行變得不可行、不合法或不可能的原因、情況或事件；The failure, default or delay in performance resulting from: (i) any levy, tax, embargo, moratorium, exchange restriction or other act of government or other authority; (ii) any power failure or any breakdown or failure of transmission or communication or in computer facilities or systems, postal or other strikes or industrial action, closure or suspension of trading on any exchange, board of trade, market or clearing house; (iii) any act of God, fire, flood, frost, typhoon storm, explosion, calamity or natural disaster; (iv) any outbreak of life-threatening epidemic(s), pandemic(s) or contamination; (v) any war, threat of imminent war, act of terrorism, civil strife, sabotage, interruptions, riot, revolution, insurrection or act of civil disobedience; (vi) any material change in the monetary, political, financial, economic or social conditions, whether in Macau or elsewhere, which adversely affects the banking and/or financial industry in Macau; or (vii) any other cause, circumstance or event beyond the Bank's control which makes it impracticable, illegal or impossible for the Bank to perform its obligations under or in respect of these Master Terms and Conditions or any Other Terms;
  - (e) 銀行依賴由客戶按照本綜合章則及條款及任何其他條款提供給銀行的任何不真實、不準確、不完整、過時及/或誤導性資料，而在合理情況下銀行無法知悉或懷疑其為不真實、不準確、不完整、過時及/或具誤導性；The reliance upon any information provided by the Customer to the Bank under these Master Terms and Conditions and any Other Terms (which the Bank cannot verify after exercising reasonable due diligence) that is untrue, inaccurate, incomplete, out-of-date and/or misleading, which the Bank would not have reasonably known or suspected is untrue, inaccurate, incomplete, out-of-date and/or misleading;
  - (f) 銀行按照本一般條款及/或任何附加條款依據任何銀行真誠相信為客戶或客戶有關之授權簽署人或(如適用)受委人士發出之指示，儘管該等指示有任何錯誤、誤解、詐騙或欠缺清晰；The reliance upon any instruction by the Bank in accordance with these General Terms and/or any Specific Terms which the Bank believes in good faith to be given by the Customer or his/her authorized signatories or (where applicable) Delegated Person notwithstanding any error, misunderstanding, fraud or lack of clarity in the terms of such instructions;
  - (g) 由於兌換或轉賬之限制、要求、非自願轉賬、戰爭或罷工、或銀行控制範圍以外其他類似原因而引致款額減值或未能動用；及 The diminution or unavailability of funds due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or strike, or other similar causes beyond the Bank's control; and
  - (h) 銀行採取本一般條款第15條所准許的任何行為或行使該條款下的任何權力。The Bank taking any actions permitted by, or exercising any powers under, clause 15 of these General Terms.
- 4.2 客戶承諾：The Customer undertakes to:
- (a) 將其個人密碼、裝置密碼及短訊一次性密碼存放在安全地方並促使其授權簽署人及(如適用)受委人士將其個人密碼、裝置密碼及短訊一次性密碼存放在安全地方。若客戶及其各授權簽署人及(如適用)受委人士均能證明秉誠行事及已經盡力保障其個人密碼、已登記之手提電話／短訊一次性密碼及／或保安裝置／裝置密碼之安全，客戶將不須為任何經互聯網或電子媒介發出之指示而導致的未經授權之交易負責；Keep and procure each of his/her authorized signatories and (where applicable) Delegated Person to keep his/her PIN, SMS OTP and Device Code secret and if the Customer and each of his/her authorized signatories and (where applicable) Delegated Person proved that acted in good faith and were diligent in safeguarding his/her PIN, Registered Mobile/ SMS OTP and/or Security Device/ Device Code, the Customer shall not be liable to the Bank for any unauthorized transactions made pursuant to instructions given through the internet or electronic means;
  - (b) 當得悉或懷疑(i)有未經授權人仕獲知其本身或任何其授權簽署人或(如適用)受委人士之個人密碼、短訊一次性密碼及/或裝置密碼或(ii)其及/或其各授權簽署人及/或(如適用)受委人士之已登記之手提電話及/或保安裝置遭未經授權的使用或(iii)有未經授權之交易被執行時，在可行的最短時間內知會銀行，否則客戶須為任何未經授權交易負責；及 Inform the Bank as soon as reasonably practicable if the Customer knows or suspects (i) that any unauthorized person knows the PIN, SMS OTP and/or Device Code of the Customer or any of his/her authorized signatories or (where applicable) Delegated Person or (ii) that any unauthorized person has gained access to the Registered Mobile and/or Security Device of the Customer and/or any of his authorized signatories and/or (where applicable) Delegated Person or (iii) that unauthorized transactions have been effected and if the Customer fails to do so the Customer shall be liable for any unauthorized transactions made; and
  - (c) 如客戶或其任何授權簽署人或(如適用)受委人士以欺詐手段或嚴重疏忽行事，包括未能妥善地保存其等之個人密碼、已登記之手提電話／短訊一次性密碼及／或保安裝置／裝置密碼，則須為所有損失負責。Be liable for all losses if the Customer or any of his/her authorized signatories or (where applicable) Delegated Person acts fraudulently or with gross negligence including failing to properly safeguard the PIN, Registered Mobile/ SMS OTP and/or Security Device/ Device Code of the Customer or any of his/her authorized signatories or (where applicable) Delegated Person.
- 4.3 在任何情況下，銀行將毋需就任何利潤虧損、間接、特別或相應虧損或損失負責任。The Bank shall not be responsible for any loss of profit, indirect, special or consequential losses or damages in any event.
- 4.4 對於客戶因銀行在其根據一般條款或任何章則及條款適當履行職責中真誠地採取或不採取的而且其確信應該採取或不採取的任何行動招致的任何損失，銀行概不負責，但直接及主要由於銀行疏忽或故意過失行為引致的損失則除外。The Bank shall not be liable for any losses incurred by the Customer as a result of any action taken by or omission on the part of the Bank in good faith and in the belief that the same is called for in the proper performance of its duties under these General Terms or any Terms and Conditions, except such losses as may directly and primarily arise from the Bank's negligence or willful default.
- 4.5 在不損害第4條其他規定的情況下，銀行無須就以下事宜引致的任何損失或損害承擔任何責任：Without prejudice to any other provisions of clause 4, the Bank shall not be liable for any loss or damage due to:
- (a) 就銀行作為匯款機構執行客戶匯出匯款指示而言，收款機構或中介機構或其代理或子代理因(包括但不限於)遵守不同司法管轄區有關打擊洗錢及恐怖分子資金籌集的規管法律、法規、指引及/或政府機構的要求延遲或拒絕處理匯款的支付；或 In relation to outward remittance with the Bank acting as the ordering institution upon Customer's instructions, delay in processing or refusal to process remittance payment by any beneficiary

instruction or intermediary institution or agent or sub-agent thereof as a result of including but not limited to, compliance with applicable laws, regulations, guidance, guidelines and/or requests of public authorities in various jurisdictions in relation to anti-money laundering or counter-terrorist financing purposes; or

- (b) 就銀行就匯入匯款作為收款機構而言，銀行因（包括但不限於）遵守不同司法管轄區有關打擊洗錢及恐怖分子資金籌集的規管法律、法規、指引及/或政府機構的要求延遲或拒絕處理匯款的支付。In relation to inward remittance with the Bank acting as the beneficiary institution, delay in processing or refusal to process remittance payment by the Bank as a result of, including but not limited to, compliance with applicable laws, regulations, guidelines and/or requests of public authorities in various jurisdictions in relation to anti-money laundering or counter-terrorist financing purposes.

## 5. 責任/彌償 Liabilities / Indemnities

### 5.1 客戶同意並承諾: Customer agrees and undertakes with the Bank as follows:

- (a) 不使銀行因給予客戶信貸或銀行因執行客戶所作出的任何申請或要求而承擔一切後果或損失，並在收到通知或要求後即時向銀行償還墊付及拖欠的一切款項及作出賠償; To hold the Bank harmless and indemnified against any and all consequences which may arise as a result of the Bank's giving credit to Customer or executing any application or request made to the Bank by customer, and to pay to the Bank on demand all moneys advanced or any monies, cheques due to the Bank;
- (b) 授權銀行由客戶賬戶扣取拖欠之款項連同利息以及佣金及其他相關之費用或款項; To authorize the Bank to debit the account of customer held with the Bank for the amounts due to the Bank together with interest plus all costs and charges incurred;
- (c) 在銀行以外幣(包括人民幣)代客戶付款或墊款的任何交易中，客戶須(按銀行選擇)向銀行償還 That in any transaction where the Bank has made any payment or advance on behalf of Customer in foreign currency (including Renminbi), Customer shall repay to the Bank, at the Bank's election, either
- (i) 有關外幣; 或 The relevant foreign currency; or
- (ii) 有關外幣的等值之澳門幣/港元，金額按銀行付款當日或(按銀行選擇)客戶還款當日通行的銀行就該貨幣的賣出價計算; Macau Patacas / Hong Kong Dollars equivalent of the relevant foreign currency involved calculated at the Bank's selling rate for such currency prevailing on the date when payment was made by the Bank or at the Bank's option on the date of repayment by Customer;
- (d) 如銀行以澳門幣/港元付款或墊款予客戶，銀行可酌情動用客戶在銀行的外幣賬戶的任何存款結餘或未提取之信貸額度，部份或全數償還有關的墊款，金額按銀行墊款當日或(按銀行選擇)使用該結餘當日通行的有關外幣的買入價計算。Where the Bank has made any payment or advance in Macau Patacas / Hong Kong Dollars to Customer, the Bank may, at the Bank's discretion, apply any credit balances or unutilized credit limit (if any) of Customer's foreign currency accounts maintained with the Bank towards partial or full repayment of such advance involved calculated at the Bank's buying rate for the foreign currency concerned prevailing on the date when advance was made by the Bank or at the Bank's option on the date when such balances are being applied.

### 5.2 對銀行因要求償還、追收或試圖追收，或提起訴訟以追討根據此等條款及細則應付予銀行之任何款項，或在其他方面因行使在此等條款及細則下之權利，或執行此等條款及細則而合理產生之所有直接或間接之合理費用及支出，客戶須彌償銀行並在銀行要求時償付銀行。The Customer shall indemnify the Bank against, and reimburse the Bank on demand, all costs and expenses which are of reasonable amount and were reasonably incurred by the Bank, directly or indirectly, in demanding, collecting or attempting to collect, or suing to recover, any amount due to the Bank under these Terms and Conditions, or otherwise in exercising its rights under or enforcing these Terms and Conditions.

## 6. 費用及手續費 Fees and Charges

- 6.1 客戶須不時就其使用銀行之設施及服務支付銀行訂明之有關費用及手續費。銀行訂明之費用及手續費列於銀行現行之銀行服務收費表中。The Customer will pay to the Bank such fees and charges in connection with his/her use of the Bank's facilities and services as may be imposed by the bank from time to time. The fees and charges imposed by the Bank at any time are set out in the prevailing Bank Service Charges of the Bank.
- 6.2 銀行可在給予客戶通知後修訂適用於任何被客戶使用之設施及服務的費用及手續費。The Bank may revise any fees and charges applicable to any facility and services being utilized by the Customer by giving notice to the Customer.
- 6.3 銀行有權不須事先通知客戶，而可在客戶任何戶口扣除其須繳付之費用及手續費。The Bank may debit any fees and charges payable by the Customer from any of the Customer's accounts without prior notice.
- 6.4 客戶須保持其各戶口內至少存有由銀行訂明之最低存款額，否則銀行可向其徵收銀行不時規定的手續費或向其派發銀行不時規定較低利率的利息。銀行亦可因客戶戶口在銀行指定之一段連續時間內沒有交易進行(派息或支付費用及手續費除外)向客戶徵收手續費。The Customer shall maintain such minimum balance in each of his/her accounts as may be prescribed by the Bank from time to time. Failing which, the Bank may impose such charges or pay interest calculated at such lower interest rate as may be determined by the Bank from time to time. The Bank may also impose charges if no transaction has been effected through any of the Customer's accounts (other than interest payment or payment of any fees or charges) for such continuous period as may be determined by the Bank.
- 6.5 銀行可將其費用或手續費包含於銀行向客戶提供投資項目的價格或匯率。銀行亦可從任何為客戶進行交易的任何人仕收受回佣、費用、非金錢利益或其他利益。The Bank may include its fees or charges in the price or rate for the investment quoted by the Bank to the Customer. The Bank may also accept rebates, fees, soft dollars or other benefits from any person in connection with transactions effected by the Bank for the account of the Customer.
- 6.6 客戶將補償銀行執行一般條款或任何其他條款或客戶及銀行不時協定的其他條款的合理費用及開支。The Customer will indemnify the Bank for all its reasonable cost and expenses in connection with its enforcement of these General Terms or any Specific Terms or such other terms as agreed between the Customer and the Bank from time to time.

## 7. 簽名式樣 Signature Specimen

客戶向銀行簽發之所有交易或指示(包括但不限於存入/支出交易、戶口資料更新及取消戶口等)，須按照於銀行存檔之印鑑簽署，但在特別情況下(銀行有權按個別情況決定接受與否)，客戶可按其有效身份證明文件上之簽名式樣向銀行簽發交易指示。Instruction (including but not limited to account deposit / withdrawal, account information updating, and account cancellation, etc.) to the Bank for operating the account should be authorized in accordance with the signatory instruction specified by the Customer. Under special circumstances and at its own discretion, the Bank may accept Customer's instructions authorized and signed according to the signature specimen on the Identity document.

## 8. 存款 Deposit

- 8.1 支票存款或其他票據存款則應以收妥有關款項並由銀行作出記賬為準。Deposit of cheques or any other payment instruments will be subject to final collection and relative funds will only be available upon receipt of the proceeds by the Bank.
- 8.2 倘銀行同意在客戶賬戶結餘不足時代為繳付客戶已指定之繳費項目，客戶必須在收到通知後即時向銀行歸還相關款項並向銀行繳付利息費用。If the Bank agrees and honors the cheques or specific instructions of the Customer despite insufficient funds in the account, the Customer is obliged to repay the Bank for any temporary overdraft or advances together with interest thereon immediately after receiving the demand from the Bank.
- 8.3 銀行可按其酌情權拒絕接受紙幣或硬幣存款存入客戶的戶口。The Bank may at its discretion refuse to accept any currency notes or coins for deposit into the Customer's accounts.



- 8.4 若須就任何戶口支付利息，利息將須以銀行不時通知客戶的該基準計算。任何戶口的任何借方結餘均將以相同基準計算。 If interests payable in respect of any account, it will be calculated on such basis as the Bank may notify the Customer from time to time. Interest on any debit balance of any account will be calculated on the same basis.
- 8.5 銀行保留按其酌情權認為合適的方式，對任何戶口的貸方結餘徵收存款收費或對大額現金或支票存款收取服務費。 The Bank reserves the right to impose deposit charge on the credit balance of any account or service fee on bulk cash or cheque deposits in such manner as the bank may at its discretion thinks fit.
- 8.6 銀行可於任何時間在給予或不給予客戶通知的情況下（從客戶任何戶口）作出適當的扣除或轉賬以糾正及討回因銀行錯誤或錯失而支付予客戶的任何款項。給予或不給予客戶通知的決定取決於銀行對客戶影響的評估。只有在評估為對客戶有影響的情況下，銀行才會通知客戶有關錯誤及已扣除的金額。若客戶已使用或提取款項，客戶須在被銀行告知有關錯誤後立即返還款項。The Bank may at any time recover from the Customer any amount paid to the Customer by error or mistake and rectify by making any such necessary deduction or carrying out any such necessary transfer with or without notice to the Customer. The decision to notify or not the Customer depends on the Bank evaluation of the impact to the Customer. Only in the cases evaluated as having impact, the Bank will inform Customer about the mistake and the amount that the Bank have deducted. If Customer have used or withdrawn the funds, the Customer must return the funds to the Bank as soon the Bank inform the Customer of the mistake.

## 9. 匯款 Remittance

- 9.1 有關匯款之一切訊息，銀行可用文字或密碼發出，而銀行將不會因其任何代理行或同業錯誤翻譯或理解該等訊息而負上任何責任。The Bank may send message relating to the remittance literally either in words or in cipher and shall not be liable for any misinterpretation of the message, or any part thereof, by any of the Bank's correspondents, sub-agent, or other agency.
- 9.2 有關執行匯款之一切風險，包括下列情況而引起之任何損失：款項交付或通知延誤；任何付款訊息處理延誤或沒有被處理；傳送途中遺失、殘缺、錯誤、遺漏、中斷或延誤、代理行或同業之行為；戰爭、檢查、封鎖、叛變、或騷亂；本地或外國政府或其行政機構所施行之一切法律、條例、管制及其他難以控制之事故，將由客戶承擔。The remittance mentioned in the instruction from Customer is to be executed entirely at the risk of the Customer. Such risks include: any loss or damage due to any delay in payment or in giving advice of payment, loss of items in transit or otherwise, mutilation, error, omission, interruption or delay in transmission of the correspondents, sub-agent or other agency of the Bank, war, censorship, blockade, insurrection, civil commotion, or any law, regulation, restriction or other act of a domestic or of foreign government or other group or groups exercising governmental powers, whether de jure or de facto, or any act or event beyond control of the Bank.
- 9.3 除非另有書面指示，否則匯款將以收款國的貨幣交付。無論客戶有任何指示，交付予收款人之貨幣將視乎當地法律和習慣及有關同業之政策而定。In the absence of specific instructions in writing to the contrary, the transfer will be effected in the currency of the country in which payment is to be made. Notwithstanding any instructions by the Customer, the currency of payment to the beneficiary will depend on local law and practice and the policy of the relevant correspondent.
- 9.4 如因操作情況所限，銀行有權於客戶指定地點以外的其他地點支付匯款。The Bank reserves the right to draw the remittance on a place different from that specified by the Customer if operational circumstances so require.
- 9.5 客戶應注意代理行或同業銀行可能徵收不同之費用。在澳門以外引致之一切收費，除特別聲明該由收款人支付，但銀行亦可要求客戶負擔所有因此匯款而引起的外國同業、代理之費用及銀行合理招致的費用。The Customer should note that charges may be levied by the Bank's correspondents or agents, which vary from time to time. All charges incurred outside Macau are for the account of the beneficiary unless otherwise specified. However, the Bank is entitled to reimburse from the Customer for the expenses of the Bank's correspondents or agents and the amount of expenses reasonably incurred by the Bank.
- 9.6 銀行毋須並無責任知會客戶有關海外銀行可能收取的費用或任何本地或外國法律或規例。The Bank is not responsible to advise the Customer of any charges of overseas bank or requirement / regulation of local / foreign law.
- 9.7 銀行將採取合理步驟以遵照客戶設定的匯款收款日，但並不保證一定可達到客戶的要求。收款人或其往來銀行收取款項的時間將受制於本地及海外的截止時間及其他程序。The Bank will take reasonable steps to comply with the value date specified by Customer for remittance, but does not guarantee that request from Customer can be met. Local and overseas cut-off times and other procedures may apply before the payee or its banker will receive payment.
- 9.8 匯款如須更改或取消，客戶須親自攜同身份證明文件到銀行辦理，並須候銀行接到外國代理或同業通知證明匯款已取消及扣除銀行及其外國同業之一切費用後照銀行當日買入價折算退回客戶，所有已收取之佣金及一切費用概不退還。Any request for amendment or cancellation has to be made by the Customer in person upon production of proper identity documents, and refund can only be made by the Bank upon receipt of its agent or correspondent's effective confirmation of the cancellation and at the Bank's prevailing exchange rate where applicable, less any charges and amount of expenses reasonably incurred by the Bank. All commission and charges collected are not refundable.
- 9.9 如匯款申請書中，資料不完整或不清晰或申請不符合相關機構之不時規定，銀行有權不處理有關匯款。The Bank reserves the right not to process this remittance if in the sole opinion and absolute discretion of the Bank the information or instruction given is incomplete or is not sufficiently clear or this application does not fulfill the requirements as designated by relevant authorities from time to time.

## 10. 投資及其他資料 Investment and Other Information

- 10.1 客戶要求銀行不時接觸客戶，以提供客戶感興趣之金融、投資及其他資料或投資機會。客戶明白：The Customer requests the Bank to approach him/her from time to time and provide financial, investment and other information or investment opportunities which may be of interest to the Customer. The Customer understands that:
- 銀行無須向客戶提供任何投資分析；即使銀行提供該等資料，並不代表銀行就相關事宜作為投資顧問；The Bank is not obliged to provide any investment analysis to the Customer but if it does, it shall not be construed as the Bank acting as investment adviser.
  - 提供予客戶之任何資料或建議均源於銀行認為可靠的資料來源；然而，銀行並不會為該等資料或建議之真確性、時間性、完整性或可靠性作出任何陳述或保證；Any information or suggestion provided to the Customer is obtained by the Bank from sources which it believes to be reliable. However, the Bank makes no representation or warranty on the accuracy, timeliness, completeness or reliability of such information or suggestion;
  - 客戶從銀行收到任何資料或建議後，應按其個人情況自行決定是否進行任何投資；Any investment decision made by the Customer after receiving any information or suggestion provided by the Bank should be at his/her own discretion upon thorough consideration of his/her personal conditions;
  - 銀行對客戶在收到資料或建議後進行之任何投資之結果或表現均不作出任何陳述及保證。The Bank makes no representation and does not guarantee the outcome or performance of any investment made by the Customer after receipt of information or suggestion from the Bank.
- 10.2 在任何情況下，銀行均不會對客戶使用或依靠銀行提供之任何資料或建議所引起或有關之任何損失、損害、開支及費用而負上責任，除非此損失、損害、開支及費用直接及主要因銀行方面的疏忽或故意過失而引起。In no event will the Bank be liable to the Customer for any losses, damages, expenses and costs arising out of or in connection with the use or reliance of any information or suggestion from the Bank, save for the extent directly and primarily caused by the Bank's negligence or willful default.
- 10.3 由銀行所報之任何匯率、利率、證券價格或類似性質之其他資料均只供客戶參考用。除非銀行已確認已進行有關交易，否則上述之資料對銀行不會構成約束力。Any exchange rate, interest rates, price of securities or other information of a similar nature quoted by the Bank is for the reference of Customer only and shall not be binding on the Bank unless confirmed for a transaction effected by the Customer.



- 10.4 如果提供報告和資料會違反任何政府或管理當局任何法律或規定或要求或指示 (不論是否具有法律效力)，銀行將毋須提供該等報告和資料。The Bank shall not be required to provide reports and information if to do so would contravene any law or regulation or request or direction of any government or regulatory authority, whether or not having the force of law.
- 10.5 除非銀行另行同意，否則銀行將不會為客戶提供任何酌情管理服務。Unless otherwise agreed by the Bank, the Bank will not provide any discretionary management services to the Customer.
- 10.6 客戶聲明及保證其本人是所有投資交易之主事及最初負責為發出指示負責之人士，亦是獲取及承擔投資交易之商業及經濟利益及風險之人士。客戶承諾若其並非與投資交易有關之該位人士，除非其已向銀行提供有關人士之全名、地址及聯絡資料，否則其將不會要求銀行進行該投資交易。The Customer represents and warrants that in respect of investment transactions, unless the Bank has been notified otherwise by the Customer in writing, he/she is acting as principal and is the person ultimately responsible for originating instructions in relation to all such investment transactions and is the person who stands to gain the commercial and economic benefit and benefit the commercial and economic risks of such investment transactions. The Customer undertakes that if he/she is not such a person in relation to any investment transaction, he/she will not request the Bank to accept such an instruction unless he/she has provided the full name, address and contract details of the relevant persons to the Bank.
- 10.7 投資者應明瞭所有投資均涉及風險。投資者在作出任何投資決定前，應詳細閱讀有關投資產品之銷售文件及風險披露聲明。Customer should note that all investments involve risk. Customer should refer to the offering documents and risk disclosure statements of relevant investment products before making any investment decision.

## 11. 於互聯網或其他媒介提供的資料 Information available on internet and other channels

在不損害第10.1條之情況下，就銀行在互聯網或其他媒介上提供之任何資料，客戶同意如下：Without prejudice to clause 10.1, in respect of any information which is made available by the Bank on the internet or through other channels, the Customer agrees that:

- 11.1 該等資料可能不準確、不正確、過時或不完整；Such information may be inaccurate, incorrect, not up-to-date or incomplete;
- 11.2 該等資料並不構成游說客戶購買或出售任何證券、單位信託、互惠基金或其他投資；Such information does not constitute any solicitation to purchase or sell any securities, unit trust, mutual funds or other investment.
- 11.3 客戶通過銀行之任何網址所提供之聯系進入其他網址均須自行承擔風險。銀行對於該等網址所載任何資料之準確性、時限、完整性或可靠性均不會作出任何保證。Access to other sites via links available at any site of the Bank will be made by the Customer at his/her own risk. The Bank makes no warranty as to the accuracy, timeliness, completeness or reliability of any information contained in such sites.
- 11.4 任何銀行網址之資料及內容存在之所有權 (包括版權) 均為銀行之獨有財產；在未得到銀行之事先書面同意前，不可再造、派發或刊登該等資料。All rights (including copyright) subsisting in the information and contents of any sites of the Bank are the sole property of the Bank and shall not be reproduced, distributed or published without the prior written consent of the Bank.

## 12. 終止/暫停服務 Block of Access

- 12.1 倘銀行認為有需要，特別是基於客觀原因認為對保護客戶的財產所需，銀行有權隨時終止或暫停服務/功能之使用。The Bank reserves the right to block or suspend any access to facilities / services in those instances that the Bank, pursuant to objective reasons, deems as appropriate, namely for the protection of the assets of Customer.
- 12.2 若處於 12.1 項之情況下，服務將即時失效，同時，所有密碼將自動取消。客戶必須重新申請並簽立新合同，方能再使用銀行的服務。In the event of clause 12.1, services shall immediately become null and void and all access codes / tools will be automatically cancelled. The block may only be withdrawn upon a new joining process which includes the execution of a new Agreement.
- 12.3 若處於上述 4.2(b)項之情況下，或因為客戶連續三次錯誤輸入密碼，或基於客戶之要求，所有或有關之密碼將自動取消。客戶必須向銀行重新申請並獲接納後方能獲發新的密碼。In the event of clause 4.2(b) or in case of the designated consecutive unsuccessful trials of the access codes / tools or under any circumstances that the Customer requests for the blocking of access, all access codes / tools will be automatically cancelled by the Bank. The block may only be withdrawn upon the request of the Customer for re-generation of the access codes / tools and thereby accepted and issued by the Bank.
- 12.4 儘管任何其他條款的規定，為預防犯罪或遵從適用法律及法規的目的，銀行可於收到任何機關向銀行發出基於合法因由的要求時，在毋需事先通知客戶及給予任何原因的情況下，取消或凍結任何客戶的戶口或終止任何服務及／或將該戶口結餘 (如有) 及／或客戶資產 (如有) 交予該機關。Notwithstanding any other terms stated herein, the Bank may at any time without giving any notice or reason to the Customer, freeze, close any of the Customer's accounts, terminate any service to the Customer and/or hand over the credit balances of such accounts (if any) and/or the Customer's assets (if any) to any Authority upon a request made to the Bank on legal or regulatory reason(s), for the purpose of the prevention of crime or compliance with the Applicable Laws and Regulations.

## 13. 信函 Correspondence

- 13.1 一般而言，銀行將按照客戶在銀行最後留存的地址寄出信函/通知信等文件。Normally, all correspondences will be sent to the latest address provided by the Customer as being the account domicile.
- 13.2 銀行依上款規定/客戶要求，向客戶寄出文件後即視為已通知客戶及已送達處理，通知/送達處理日期為銀行完成寄出文件之程序當日。Pursuant to the above regulation / Customer's request, any communication dispatched by the Bank by letter shall be deemed to have been noticed immediately after posting. The handling date for notice / delivery is the date on which relevant correspondences have been posted to the designated branch for collection.
- 13.3 客戶同意銀行可於任何向其發送的結單、確認書、通知或通訊使用電子簽署。The Customer agrees that the Bank may sign any statements, confirmations, notices or communications to him by giving an electronic signature.

## 14. 傳送錯誤 Transmission Errors

因傳送工具 (包括郵政、電報、電話、傳真、快郵或其他工具) 損壞、故障或失誤而導致的資訊遺失、遲誤、誤解所引起的後果，銀行概不負責。The Bank assumes no responsibility for any damages, losses, delay, misinterpretation or mutilation of message resulting from unavailability or malfunctioning of the transmission tools (including postal service, telegram, telephone, facsimile, telex, SWIFT or any other tools).

## 15. 提供資料 Provision of Information

客戶同意銀行可：The Customer agrees that the Bank may:

- 15.1 於為客戶處理匯出匯款交易時，應有關收款機構、中介機構、代理或子代理的要求，向其披露客戶的個人訊息及／或交易資料及文件，而無須事先徵詢客戶或尋求客戶之確認；In handling outward remittance transactions for the Customer, without prior reference to or confirmation of the Customer, disclose his/her personal information and/or transaction information and documents to the relevant beneficiary institution, intermediary institution and/or agent or sub-agent thereof upon their request;
- 15.2 於為客戶處理匯入匯款交易時，應有關匯款機構、中介機構、代理或子代理的要求，向其披露客戶的個人訊息及／或交易資料及文件，而無須事先徵詢客戶或尋求客戶之確認；In handling inward remittance transactions for the Customer, without prior reference to or confirmation of the Customer, disclose his/her personal information and/or transaction information and documents to the relevant ordering institution, intermediary institution and/or agent or sub-agent thereof upon their request;

- 15.3 為處理由客戶簽發的支票時，若客戶的支票戶口已被取消或沒有足夠金額支付有關支票，應有關支票中所列的受款人（如該票為「抬頭」支票）或支票持有人（如該票為「不記名」支票）的要求，向其披露客戶的支票戶口之狀態或結餘，而無須事先徵詢客戶或尋求客戶之確認；及 In handling cheques drawn by the Customer, without prior reference to or confirmation of the Customer, disclose the status or the balance of his Current Account to the payee named in the cheque (in case of an "order" cheque) or the bearer of the cheque (in case of a "bearer" cheque) upon their request if such Current Account has been closed or does not have sufficient funds to pay the cheque at the time of the request; and
- 15.4 應任何機關的要求及根據適用法律及法規，向其披露客戶的個人訊息及／或交易資料及文件，而無須事先徵詢客戶或尋求客戶之確認。 Without prior reference to or confirmation of the Customer, disclose his/her transaction information and documents to any Authority upon their request in accordance with the applicable Laws and Regulations.

## 16. 電腦資料 Automated Data

- 16.1 銀行保持客戶使用服務和所作指示的數碼記錄，以便在有需要時作為澄清雙方疑問的根據，又或在雙方有爭議時，將之呈交給法院。The Bank will maintain a digital registration of the Customer's accesses and the instructions transmitted by the Customer. Such digital registration is for the purpose of clarifying future doubts, if any, between the parties, or to be presented to the Court in the event of litigation.
- 16.2 客戶可取得、修正或取消其個人／公司資料，只要並非屬於法律規定本行必須保存的資料便可。  
The Bank shall at all time guarantee the Customer access to his/her personal data and respective amendment or deletion, provided that such data are not those that the Bank, owing to legal obligations, should keep in its own possession.

## 17. 客戶資料 Customer Data

- 17.1 客戶同意及授權澳門商業銀行股份有限公司（「銀行」）在遵守資料保護及資料轉移相關法律的前提下，不時為信貸評估、債務追收及監管／法律要求之目的將客戶提供的資料或銀行持有的資料向其控股公司或銀行本身、其控股公司或合作夥伴於澳門境內或境外的監管機構或稅務部門，或向銀行承擔保密責任的澳門境內或境外的任何其他人士／實體作出披露。The Customer agrees and authorizes Banco Comercial de Macau, S.A. (the "Bank") to disclose the customer's data or data possessed by the Bank to its holding company or the regulators or the tax authorities within or outside Macau, its holding company or its business counterparts or to any other person / entities within or outside Macau that has undertaken a duty of confidentiality to the Bank from time to time for purpose of credit assessment, debt collection and supervisory / regulatory / legal requirement, in compliance with the legislation regarding data protection and its transfer.
- 17.2 客戶同意及授權澳門商業銀行股份有限公司（「銀行」）在遵守資料保護及資料轉移相關法律的前提下，不時為商業／銀行服務操作之目的將客戶提供的資料或銀行持有的資料向其控股公司或銀行本身、其控股公司或合作夥伴於澳門境內或境外的監管機構或稅務部門，或向銀行承擔保密責任的澳門境內或境外的任何其他人士／實體作出披露。The Customer agrees and authorizes Banco Comercial de Macau, S.A. (the "Bank") to disclose the customer's data or data possessed by the Bank to its holding company or the regulators or the tax authorities within or outside Macau, its holding company or its business counterparts or to any other person / entities within or outside Macau that has undertaken a duty of confidentiality to the Bank from time to time for purpose of business / banking service operations, in compliance with the legislation regarding data protection and its transfer.
- 17.3 客戶同意銀行可根據澳門特別行政區相關稅務信息交換法律規定，(a) 收集有關資料並可備存作自動交換財務賬戶資料用途及(b) 把該等資料和關於賬戶持有人及任何須申報賬戶的資料向澳門之監管機構或澳門特別行政區財政局申報，從而把資料轉交到賬戶持有人的居留司法管轄區的稅務當局。The Customer agrees that (a) the information is collected and may be kept by the Bank for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder and any reportable account(s) may be reported to Financial Services Bureau or other designated supervisory authorities of the Government of the Macau Special Administrative Region and exchange with the tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes pursuant to the legal provisions for exchange of financial account information provided under respective laws of Macau SAR.
- 17.4 根據有關監管機構或銀行內部操作程序就其提供有關設施及服務所需要，銀行可不時要求客戶提供資料／有關文件，客戶如未能向銀行提供該等資料／文件可導致銀行不能為客戶提供任何設施或服務。To fulfill the requirements of any regulatory authority or internal operating procedures for the Bank to provide its facilities and services to the Customer, the Bank may, from time to time, request for the information / relevant documents to be provided by the Customer. Failure to provide such information / documents to the Bank may result in the Bank being unable to provide any facility or service to the Customer.
- 17.5 客戶同意銀行或任何其本地或海外附屬機構可為《外國賬戶稅務合規法案》(簡稱「FATCA」)之目的向美國國家稅務局及澳門特別行政區財政局披露、呈交或提供客戶的美國稅務編號、客戶的個人身份資料、及客戶銀行戶口的有關資料以確立客戶於有關司法管轄區的稅務責任。The Customer consents for the Bank or any of its local or overseas subsidiaries, for the purpose of implementation of the "Foreign Account Tax Compliance Act" (referred to as "FATCA") to disclose, report, or share Customer U.S. Taxpayer Identification No.(TIN), Customer personal identification information and the information relating to Customer account(s) to the US Internal Revenue Service (IRS) and Financial Services Bureau of Macau Special Administrative Region to establish Customer tax liability in the relevant jurisdiction.
- 17.6 因應美國國家稅務局在有關 FATCA 的實施需要，客戶同意並授權銀行可按美國國家稅務局之要求在客戶銀行戶口中扣留相關款項。When required by IRS regarding the implementation of the FATCA, Customer agrees and authorizes the Bank to withhold from Customer account(s) such amounts pursuant to the request of IRS.

## 18. 澳門特區政府存款保障措施 Full Deposit Guarantee Provided by the Macao SAR Government

澳門特區政府提供存款保障，保障金額為澳門幣 80 萬圓〔下稱「保障」〕，即每名存款人在每家參加機構可獲得的最高補償金額為澳門幣 80 萬圓正。Macao SAR Government provides deposit protection, the level of protection is 800,000 Patacas, that is, the maximum level of protection for each depositor at each participating institution is 800,000 Patacas.

銀行為被納入有關保障計劃的本地銀行之一，客戶以澳門幣或其他外幣存放於本行的儲蓄存款、往來存款及定期存款、以及該等存款所產生的利息，均受到保障。對於外幣存款，保障的賠償金額將兌現成澳門幣計算。Being one of the local banks under this scheme, customer's savings, demand and time deposits denominated in Patacas and other foreign currencies held with the Bank are protected by the Protection. Interest accrued on a protected deposit is also covered. In the case of a foreign currency deposit, it will be converted into Patacas in determining the entitlement to compensation of depositors.

此外，根據有關指引，客戶必須清楚明白下列之存款產品並不被納入保障的具體範圍：Besides, it is very important for customers to understand clearly that some specific deposit types stated below are not protected by the Protection:

- (a) 不記名票據 Bearer Instrument  
不記名票據是一種金融工具，例如存款證，票據持有人可憑票據取回相關的金額。This is a form of financial instrument, for instance certificate of deposit, where the holder of the instrument is entitled to the repayment of the money underlying the instrument.
- (b) 其他金融產品，例如債券、股票、認股證、互惠基金、單位信託基金、保單等並不在保障範圍之內。Other financial products such as bonds, stocks, warrants, mutual funds, unit trusts and insurance policies are not protected under the Protection.



## 19. 章則及條款之修改 Amendments to Terms and Conditions

銀行將不時刪除、增加或更新此章則及條款，(包括任何合適之費用)，銀行並會將已修改的內容作公布或通知客戶。The Bank may at any time delete, add, or replace any terms of these Terms and Conditions (including any applicable fees or charges) by giving announcement or notice to the Customer.

客戶可在通知修改章則及條款後30天內選擇終止合同，如合同未終止，客戶同意接受此修改。Customer may choose to terminate the contract within 30 days after notified of the amendment and if the contract is not terminated, the Customer agrees to be bound by the amendments.

## 20. 其他 / Others

- 20.1 章則及條款對銀行和客戶都具有約束力，不論客戶是以個人、團體、公司、法人、或其繼承人之名義簽署。若客戶為兩人或以上，所有人應共同承擔一切責任。The Terms and Conditions shall be binding on both of the Customer and the Bank, irrespective of whether the Customer has signed as an individual, association, corporation, legal person or successor. When the Customer shall consist of more than one person the obligations herein shall be joint and several.
- 20.2 章則及條款之一切條文、條款、權利及義務是根據澳門法律予以解釋。如有任何爭議，均由澳門法院按澳門特別行政區現行法律解決。雙方同意，澳門法院有專屬管轄權。The Terms and Conditions and all rights, obligations and liabilities hereunder shall be construed and governed in accordance with the laws of the Macau Special Administrative Region. Any disputes shall be resolved by the court of the Macau Special Administrative Region in accordance with the prevailing laws. Both the Customer and the Bank agree that the court of the Macau Special Administrative Region shall have the jurisdiction.
- 20.3 章則及條款所包含之文字，包括男性、女性、複數或單數，不論是單一或一同寫法，都具相同意義。The wordings used in the Terms and Conditions denoting singular shall include plural, and masculine shall include feminine, and vice versa.
- 20.4 凡任何有關本章則及條款之事項，銀行可根據情況，詢問法律顧問意見之後行動，並將不為其採取或不採取之行動而負上任何責任。In all matters relating to this Terms and Conditions, the Bank may, at its discretion, act on the opinion or advice of its legal advisers and shall not be responsible for any consequences of acting or not acting in accordance therewith.
- 20.5 章則及條款則有中、英文版本，如文義有任何出入，則以中文版本為準。In case of any conflict between the English and Chinese versions of this Terms and Conditions, the Chinese version shall prevail.

## 戶口 Account

1. 辦理開立戶口及其後該戶口之一切運作（包括但不限於存入/支出交易、戶口資料更新及取消戶口等事宜），均需根據本章則及條款、監管當局制定並適用於銀行之法例及規則以及本地銀行同業的一般慣例如適用）進行。The opening and operating of a new or an existing account (including but not limited to deposit / withdrawal transactions, information updating, and account cancellation, etc.) are subject to these Terms and Conditions, the applicable banking laws and regulations established by the Government or the Regulatory Authority and general banking practices of the Industry (if applicable).
2. 賬戶之持有人、代理人、被授權人、公司股東、公司行政管理機關成員及公司決策人及社團代表人/簽名人（如屬公司戶口）均須填寫並向銀行遞交詳列於銀行不時制定/更新之開戶指引或因應有關當局規定執行反洗黑錢及反恐融資措施所需之文件以辦理開戶申請：Account holder, proxy, shareholders, and administrators or the authorized signatories (in case of company account) and authorized signatories of association are required to submit the documents as required by the Bank according to the guidelines on account opening issued / modified from time to time or as required by the governmental authority particularly for purpose of Anti-Money Laundering & Combating the Financing of Terrorism for account opening.
3. 客戶可根據不同的需要，以澳門幣及/或其他為銀行所接納的貨幣為單位開立一個或多個不同類型的賬戶並設定簽署方式。According to his/her various needs, the customer may open one or more accounts of different nature in Patacas and/or any other currency(ies) that the bank may accept from time to time, and specify different signatory instructions.
4. 客戶應按本章則及條款，將賬戶之簽署方式填寫於銀行之開戶文件或其他銀行接受之文件中，並附相關證明(如公司之最新會議記錄或股東會決議)交回銀行審批，所有新開立賬戶簽署方式以及開戶後作出之更改均需在銀行將內部檔案資料加載/更新後方視為生效。According to the Terms and Conditions herein, Customer should specify the signatory instruction for operating the account(s) in the account opening document or in any other form acceptable by the Bank accompanied by the relevant corporate documents in case of company account holder (such as latest Board resolution or minutes). Signatory instructions specified in the account opening form or any subsequent amendment thereof will be regarded as effective upon completion of the system update by the Bank.
5. 銀行將根據客戶所指定之簽署方式提供服務，進行一切賬戶之運作或活動（包括但不限於存入/支出、執行客戶其他指示以及取消戶口等事宜），而賬戶持有人可設定之簽署方式大致分為：The Bank will act and conduct account activities (including but not limited to account deposit / withdrawal, execution of Customer instruction, and account cancellation, etc.) according to the signatory instruction specified by the Customer. Account holder can choose one of the following types of signatory instructions:
  - (a) 個人戶口 For Sole Account
    - (i) 賬戶持有人單獨簽署; Sole signature of account holder;
  - (b) 聯名戶口 For Joint Account
    - (i) 聯名賬戶任何一位持有人單獨簽署; Any of the account holders of joint account;
    - (ii) 若干位賬戶持有人共同簽署; Joint signatures of specified number of joint account holders;
    - (iii) 所有賬戶持有人共同簽署; Joint signatures of all joint account holders;
  - (c) 公司戶口 For Company Account
    - (i) 根據公司章程由一位被授權人單獨簽署; Sole signature of an authorized person in accordance with the Article of the Company;
    - (ii) 根據公司章程由若干位被授權人共同簽署。Joint Signatures of specified number of authorized persons in accordance with the Article of the Company.
6. 聯名及合伙人戶口 Joint and Partnership Accounts  
就有關兩位或以上人士名義開立之戶口而言 (a) 聯名戶口持有人就有關該戶口之所有協議、義務、權力、權利及債務須為共同及各別承擔；(b) 在任何聯名戶口持有人逝世時，該戶口之貸項結餘（若有），及聯名戶口持有人以聯名形式持有之任何種類之投資及財產在適用法律未有另行規定的情況下歸其他尚存者所有；(c) 貸項結餘及戶口中之所有財產應由客戶以聯權共有之身份持有。若任何聯名戶口持有人變得精神上無行為能力：In respect of accounts in the names of or opened by two or more persons, (a) all agreements, obligations, powers, authorities and liabilities of the joint account holders to the Bank in connection with such account shall be joint and several; (b) upon the death of any joint account holder the balance (if any) standing to the credit of such account and any investments and properties of any description held in the joint names of the account holders shall, subject to applicable laws, belong to the survivor(s) thereof; (c) the credit balance and all properties held under such accounts shall be held by the Customer as joint tenant. If any joint account holder becomes mentally incapacitated:
  - (i) 而該戶口的開戶文件指明各聯名戶口持有人可以個人名義就該戶口向銀行發出指示或簽署文件，該戶口將繼續運作，但銀行將只接受、依賴或依據由精神上有行為能力之聯名戶口持有人發出的指示行事；while the account opening documentation of the joint account may specify that each of the

joint account holders may give instructions to the Bank or execute documents in respect of such account in his single name, such account shall continue to operate but the Bank shall only accept, rely on and act upon instructions given by the mentally capable account holder(s) of such account; or

- (ii) 而該戶口的開戶文件指明聯名戶口持有人須以聯名形式就該戶口向銀行發出指示或簽署文件，銀行將以全權酌情決定封鎖或凍結該戶口之運作（除自動轉賬交易（如有）外），直至法院就該精神上變得無行為能力的聯名戶口持有人頒布了有效的監護令而該監護令獲呈交至銀行。銀行在收到該監護令後，將容許該戶口繼續運作，但只會根據該監護令的條款及只接受、依賴或依據由該監護令中列出的監護人及／或任何獲該監護令授權的人士發出的指示行事；及while the account opening documentation of the joint account may specify that the joint account holders shall give instructions to the Bank or execute documents in respect of such account in their joint name, the Bank shall, in its sole and absolute discretion, block or freeze the operation of such account (save and except autopay transactions, if any) until a valid guardianship order relating to the mentally incapacitated joint account holder(s) is granted and presented to the Bank. Upon receipt of the order, the Bank shall allow the joint account to continue to operate but shall only accept, rely on and act upon instructions given by the guardian(s) and/or any authorized person(s) named in the order subject to the terms thereof; and
- (iii) 為免生疑，若銀行收到任何由（精神上無行為能力的）聯名戶口持有人（在此條款第6(i)條的情況下）或監護人及／或任何獲監護令授權的人士（在此條款第6(ii)條的情況下）發出取消該戶口的指示，銀行將以該戶口的結餘或價值（如有）簽發一張受款人為該戶口所有聯名戶口持有人的本票。for the avoidance of doubt, if the Bank is instructed by a (mentally capable) joint account holder (in case of clause 6(i) above) or the guardian and/or authorized person(s) (in case of clause 6(ii) above) to close the joint account, the Bank shall issue a cashier's order of the balance or value in such account (if any) in favour of all of its joint account holders.

#### 7. 賬戶管理/結餘 Account Maintenance / Account Balance

客戶應遵守銀行就賬戶活動/保存而制定之章則及條款，包括確保賬戶內之結餘不少於最低限額及確保賬戶在銀行指定之時間內錄得不少於最低交易次數等，否則，客戶同意並授權銀行停止對該等賬戶支付利息並徵收額外之賬戶管理費用及透支利息(如適用)外，亦可決定是否凍結或取消該等賬戶。Customer should observe the Terms and Conditions for operating and maintaining the account including keeping the minimum balance and maintaining the minimum number of transactions during a prescribed period of time. Customer agrees and authorizes the Bank, where applicable, to stop the payment of interest, to charge fees and overdraft interests (if applicable) for non-compliance thereof and/or to freeze or cancel relevant accounts.

#### 8. 賬戶之運作 Operations of Accounts

- 8.1 賬戶活動指所有直接在該賬戶記賬之活動，以及與該賬戶有連繫的服務或產品所發生的其他連帶性活動。For purpose of these Terms and Conditions, account operations shall mean the transactions posted directly to or activities in relation to other services and products recorded in the account.
- 8.2 客戶向銀行要求付款，但有關指示必須由預先指定之簽署人(即已向銀行申請並正式存檔之賬戶簽署人)簽字及加蓋章(如適用)確認。Withdrawal by Customer is subject to proper authorization by designated signatory(ies) recorded in Bank's file.

#### 9. 支票之申請及使用 Requisition and usage of Cheques

- 9.1 客戶可填妥及簽署支票簿內載有的支票簿申請表並將之提交至銀行，以申領全新的支票簿。銀行可以全權酌情決定拒絕簽發支票簿。Applications for a new cheque book may be made by presenting the duly completed and signed cheque book application form contained therein to the Bank. The Bank may, at its sole and absolute discretion, refuse the issue of a cheque book.
- 9.2 銀行收到已填妥及簽署的支票簿申請表後，會按客戶的指示於分行將支票簿送交客戶本人或指派其送信員送交客戶、通過郵遞或其他方式寄往客戶的地址或客戶指定的其他地址，客戶須承擔支票簿送遞的風險。支票申請費用及郵費（如適用）將從有關往來賬戶中扣除。The Bank shall, upon receipt of a duly completed and signed cheque book application form, send cheque books to the Customer in person at branches, or forward it by messenger, by post or through such other means as it deems fit to the Customer's address or such other address as may be specified by the Customer at the Customer's own risk according to the Customer's instruction. Cheques requisition fee and postage (if any) will be deducted from the relevant current account.
- 9.3 客戶收到支票簿後，應仔細點算支票的數量，並檢查支票上列出的序號、戶口號碼及顧客名稱，以避免出現任何差異。如發現有任何問題，應即時通知銀行。Upon receipt of a cheque book, the Customer should count the number of cheques carefully and examine the serial number, account number and name of the Customer printed thereon to avoid any discrepancy. Any irregularities should be promptly notified to the Bank.
- 9.4 客戶應妥善保存及使用銀行之支票，倘客戶遺失任何支票或發現支票被竊，客戶同意及答應立即通知銀行以尋求協助。Customer should keep and use the cheques of the Bank properly. Customer agrees and undertakes to notify the Bank immediately for assistance in case of the cheques being lost or stolen.
- 9.5 客戶明白「不記名」支票可支付予支票持有人而「抬頭」支票只可支付予支票中所列的受款人。此外，劃線支票只可通過銀行戶口兌現，則可提供額外的保障。因此，以投寄或其他方式送遞支票，必須將「或持票人」字眼刪去，並將支票劃線。The Customer understands that a "bearer" cheque is payable to the bearer of the cheque while an "order" cheque is payable to the payee named in the cheque only. Further, "crossed" cheque may only be paid through bank accounts, which may offer additional protection. Accordingly, when sending cheques through mail or otherwise, the words "or bearer" on the cheques should be deleted and the cheques should be crossed with two parallel transverse lines.

#### 10. 支票使用的限制 Restriction of the Use of Cheques

- 10.1 在有關往來賬戶被取消的情況下(即取消賬戶)，賬戶持有人或其代表或授權人須將未使用的支票退回銀行，並且辦理其解除往來賬戶使用協議以及繳付有關手續費。The Customer or his/her/its representative / authorized signatories must return all the unused cheques to the Bank and pay the charge for relevant processing in case the cheque account has been terminated.
- 10.2 如某一支票戶口的付款總額超過有關當局所釐訂的每日上限，銀行可按其不時決定的計算基準向該戶口收取手續費。The Bank may impose handling fee, if applicable to a particular Current Account, calculated on such basis as from time to time determined by the Bank on the aggregate payments of such Current Account which exceeds the daily limit as imposed by the relevant authorities.
- 10.3 在不影響一般條款第2.10條的情況下，銀行可拒絕支付任何簽名有待核實及確認的支票，顧客在此情況下不得以支票不兌現或其他理由向銀行追索或要求賠償。Without prejudice to clause 2.10 of the General Terms, the Bank may refuse to pay any cheques pending verification and confirmation of the drawer's signature with the drawer/Customer and the Customer shall in such circumstances have no claim whatsoever against the Bank whether on the ground of wrongful dishonour or otherwise.

#### 11. 定期存款之提存 Placement and Withdrawal of Time Deposits

- 11.1 所有定期存款客戶均獲發一份定期存款收據，有關存款之條件將詳列在內，包括持有人名稱、存款期、起息日、存款額、利率、到期日等。客戶不得在到期日前提取存款，但經銀行特別批准者除外。客戶同意及授權銀行向客戶收取提前取款之手續費及/或停付有關利息。A receipt for Time Deposit will be issued to Customer with relevant terms of deposit including name of account holder, deposit period, interest start date, amount of deposit, interest rate, and maturity date etc. Customer cannot withdraw the deposits before the maturity date unless exceptionally approved by the Bank. In such case, Customer agrees and authorizes the Bank to impose the handling charge and/or forfeit the interest for early uplift of such Time Deposits.
- 11.2 倘出現賬戶條款的第9條條款內列明之情況時，客戶同意及授權銀行可提前調動定期存款以作支付。Customer agrees and authorizes the Bank to early uplift the Time Deposit and transfer the proceeds for repayment of advances / loans as per clause 9 of the Account.
- 11.3 客戶可在定期存款到期日，向銀行提出續存要求。客戶同意銀行有權不接受此等申請並將有關款項保存待客戶到取或貸記至客戶之其他賬戶內。Customer can give instruction for the renewal of the Time Deposit upon maturity and agree that the Bank has the right not to act in accordance with such instruction and keep the funds of the matured Time Deposit pending for Customer withdrawal or credit the funds to other accounts of the Customer.

## 12. 利息 Interests

- 12.1 除定期存款外，其他存款之利率將由銀行按照市場及內部需求而不時作出修訂。Except the Time Deposit, interests on other deposits will be subject to the deposit interest rates determined by the Bank from time to time according to the market and internal condition.
- 12.2 定期存款的利息於存款到期日派發，除非客戶另作聲明，否則，客戶同意及授權銀行將本金與所得的利息一併以相等存款期續存。而儲蓄賬戶或往來賬戶(如適用)存款之利息將在銀行訂定之派息日存入至相關賬戶內。The interests on Time Deposit will be paid on maturity date. Customer agrees and authorizes the Bank to roll over the principal and interests with same period unless otherwise instructed by the Customer. Interests for Savings Account or Current Account (if applicable) will be credited to the relevant account on such date determined by the Bank.

## 13. 提款/支出 Withdrawals / Debits

- 13.1 客戶授權銀行將任何不時按公告之手續費、郵費、其他合理費用或相關稅款自其賬戶中扣除。The Bank is authorized to deduct from account of Customer fees, handling charges, postages, and other reasonable charges or relevant tax payment as published by the Bank from time to time.
- 13.2 若賬戶之結餘不足以支付交易金額，例如兌現支票、客戶提出轉賬要求、在自動提存機提取現金等，銀行可向客戶提供透支服務，唯客戶必須在收到銀行通知後即時歸還相關款項並向銀行繳付利息費用。客戶同意及授權銀行自客戶其他賬戶或定期存款提取款項以償還透支及利息和提前調動定期存款等申請或同意銀行拒絕客戶之透支要求或提前調動定期存款等申請。In case the balance of the account(s) of Customer is not sufficient for meeting the withdrawal transactions such as cheque encashment, instruction for transfer and withdrawing cash from ATM etc., the Bank may but is not obliged to provide overdraft for meeting such withdrawal. Under such circumstance, Customer undertakes to repay relevant overdraft and interest thereof immediately upon receipt of demand from the Bank. Customer agrees and authorizes the Bank to deduct funds from other accounts including Time Deposit Account of the Customer in settlement of the overdraft and early uplifting the Time Deposit for such purpose or agrees the Bank can refuse the request for overdraft.
- 13.3 以上所述之暫時性透支，利率以銀行一般無抵押透支利率計算，另加延遲付款利息或相關印花稅。Interests on the above-mentioned temporary overdraft will be calculated at the prevailing interest rate for unsecured overdraft. Customer agrees and authorizes the Bank to charge delayed payment interest / penalty or relevant stamp duty if any.
- 13.4 在不抵觸上一項規定的情況下，客戶同意及授權銀行按現行法規行使貸款補償的權力。Without prejudice to the above, Customer agrees and authorizes the Bank to exercise the right of compensation of credits.
- 13.5 若支付任何支票可能導致超出透支限額，銀行可拒絕支付有關支票而毋需對因此所造成的任何損失負責。If the payment of any cheque may result in excess of overdraft limit, the Bank assumes no responsibility or liability for the rejection of payment thereof.
- 13.6 客戶同意銀行毋須為因兌換或轉賬限制、徵收、非自願轉賬(包括本一般條款第15條所預期的)、戰爭、罷工或銀行控制範圍以外的任何其他因素而引致的減值或資金不足向客戶負任何責任。The Customer agrees that the Bank shall not be responsible to the Customer for any diminution or unavailability of fund due to restrictions on convertibility or transferability, requisitions, involuntary transfers (including those contemplated under clause 15 of these General Terms), acts of war or civil strike, or other similar causes beyond the Bank's control.
- 13.7 客戶同意若轉賬款項，傳送該款項之風險在各方面而言均完全由顧客獨力承擔，而銀行不應就任何訊息傳送中可能發生或任何郵件、電報、無線電報通訊或電報公司、互聯網服務供應商或銀行、銀行之通訊員、代理人或分銷代理人或前述之任何僱員之誤解而造成或因銀行所不能控制之任何其他原因引致之任何毀壞、中斷、遺漏、錯誤、疏忽、錯失、謬誤或延遲負責。銀行將根據客戶引述或提供的戶口號碼進行付款或轉賬，而無須事先核對該(等)戶口號碼的賬戶持有人或核實其身份，尤其是，其名稱。The Customer agrees that if there is a transfer of funds, such funds are sent entirely at the sole risk of the Customer in every respect and the Bank shall not be liable for any mutilation, interruption, omission, error, neglect, default, mistake or delay which may occur in the transmission of any message or arise from misinterpretation by any mail, telegram, cablegram, wireless, telegraphy or telex company, internet service provider or by the Bank, the Bank's correspondent, agent or sub-agent or any employee of the aforesaid or through any other cause beyond the Bank's control. The Bank shall cause payments or transfers of funds based on the account number(s) quoted or provided by the Customer and shall not make any prior reference to or verify the identity(ies) and in particular, the name(s) of the account holder(s) of such account number(s).
- 13.8 大額現金或以外幣提款需事先由客戶通知銀行並視乎銀行是否有足夠的現金及有關的貨幣。銀行保留權利在客戶未能提供銀行認為滿意的身份證明文件或若銀行對指示的真實性具任何懷疑時拒絕執行任何提款的指示。Withdrawals in large sum of cash or in foreign currency are subject to prior notice by the Customer and availability of the cash and currency in question. The Bank reserves the right to refuse any instruction for withdrawal without production of such identification document of the Customer as may be satisfactory to the Bank or if the Bank has any doubt on the authenticity of the instruction.
- 13.9 銀行有權按其酌情決定以下列任何方式或兩種或以上組合的方式支付客戶從任何賬戶中提取的金額：The Bank shall have the right to pay to the Customer any amount withdrawn from any account by any of the following methods or by any combination of two or more thereof at the Bank's discretion, namely:
- (a) 以有關賬戶的貨幣提供現金； By cash in the currency of the relevant account;
  - (b) 向客戶發出一張由銀行簽發並可於一所國外銀行以有關貨幣兌現的支票，客戶並應向銀行支付其指定的服務費； By issuing to the Customer a cheque drawn by the Bank or any bank in a country payable in the required currency whereupon the Customer shall pay to the Bank its prescribed service charge; and
  - (c) 在將有關金額按銀行當時的買入價轉換為澳門幣後以澳門幣現金或銀行本票支付予客戶，客戶應向銀行支付指定的服務費。 By cash or the Bank's cashier's order in Patacas after converting the amount equivalent at the Bank's then prevailing buying rate, whereupon the Customer shall pay to the Bank its prescribed service charge.

## 14. 交易記錄不符 Discrepancies in transaction record

倘客戶在收到銀行發出之結單或賬項通知後，發現結單或通知書上任何資料不符，應於發件後六十天內向銀行提出。否則，將被視為客戶同意對該等資料並無異議。Any discrepancy in the transaction records should be reported to the Bank within 60 days after the receipt of relative transaction advice or bank statement. Customer agrees that if no discrepancies are reported within the said period, the Bank is then authorized to regard it as correct and confirmed.

## 15. 取消賬戶 Cancellation of Account

- 15.1 銀行有權單方面終止戶口，但必需在不少於十五天前按一般條款的第13條條款規定將取消賬戶的決定通知客戶。此條款所指之取消賬戶通知不適用於無結餘賬戶之取消。如客戶未能於取消賬戶時提取結餘，銀行將在扣除有關費用後向客戶寄發支票。倘有關支票被退回，銀行將以會計轉賬方式轉入銀行的調整戶口，客戶可透過銀行各分行辦理取款手續。The Bank may unilaterally terminate accounts by giving at least 15 days prior notice to Customer pursuant to clause 13 of these General Terms and issue a cheque to the Customer for the proceeds after deducting relevant charges. In case the relevant cheque is returned undelivered, the Bank will keep the proceeds pending for Customer withdrawal. The provision of a notification to Customer under this clause is not applicable to the closure of account due to zero balance.
- 15.2 倘賬戶結餘低於銀行規定(如適用)，客戶同意及授權銀行從有關賬戶徵收費用外，亦保留單方面取消無賬戶結餘之戶口及向客戶徵收手續費。Customer agrees and authorizes the Bank to debit relevant charges from and/or close the account if the Customer fails to maintain the minimum balance in his/her account (where applicable) as defined by the Bank.
- 15.3 客戶要求取消賬戶時，應將所有未用之(如有)支票或提款咭或其他由本行交予客戶作支付/提取款項之工具退回銀行。銀行不承擔任何因不遵守本規定而引起的責任。When Customer requests for account cancellation, all the (if any) unutilized cheques and/or ATM cards and/or other means of payment

/ withdrawal of money given by the Bank should be returned. The Bank assumes no responsibility for the consequences of non-compliance with the terms hereof.

15.4 根據監管當局要求，銀行必須定期進行「客戶盡職審查」及根據銀行最新的內部指引獲得客戶之更新文件及資料。若客戶因任何原因未能履行銀行認為完整且必要的「客戶盡職審查」或銀行未有得到客戶應提供的回應或配合，本行在沒有選擇的情況下，只能限制指定的銀行服務或終止銀行與客戶的關係。銀行保留採取其認為適當的任何措施的權利。In order to fulfill the regulatory obligation, the Bank is required to conduct regular "customer due diligence review" including obtaining updated documents and information's according to the latest internal guideline of the Bank. If Customers, for any reason, does not perform in the opinion of the Bank a complete and necessary "customer due diligence review" or there's no feedback or cooperation that should be provided from Customers, the Bank will have no choice but limit the designated banking service or terminate the Banker and Customer relationship. The Bank reserves the right to take any measures it deems appropriate.

16. 客戶同意銀行可於任何時間以書面或短訊方式向客戶發出30天預先通知的情況下將客戶之存摺儲蓄戶口轉換成結單儲蓄戶口。The Customer agrees that the Bank may at any time convert a passbook savings account of the Customer to a statement savings account by giving 30 days' prior written notice/SMS notification to the Customer.

#### 扣賬卡/商業卡 Debit Card/ATM Card

1. 客戶須要在收到扣賬卡後在其背面簽署。商業卡則無須簽署。The Customer shall sign at the back of the Debit Card upon receipt. Signature is not required for ATM Card.
2. 扣賬卡/商業卡只為客戶專有，客戶不可容許其他人使用其扣賬卡/商業卡，並在任何時候均須妥善保管其扣賬卡/商業卡、賬戶號碼及私人密碼。The Debit Card / ATM Card shall only and exclusively be used by the Customer. The Customer shall not permit any other person to use the Debit Card / ATM Card and should keep the Debit Card / ATM Card, Account Number and PIN secure at all times.
3. 客戶必須遵守在任何時候及情況下均不得以其扣賬卡/商業卡進行非法交易，包括但不限於任何形式之非法賭博，否則所引致之一切後果均須由客戶承擔。At no time and under no circumstances shall the Customer use the Debit Card / ATM Card for payment of any illegal transactions, including but not limited to all forms of illegal gambling activities, otherwise the Customer shall be liable for all the consequences arising as a result.
4. 扣賬卡/商業卡乃銀行所有之財物，決不可作為抵押品之用。銀行有權隨時限制扣賬卡/商業卡之使用，包括自動櫃員機存款、提款、轉賬服務、交易指令及其他方面的限制，並有權隨時收回、註銷、終止扣賬卡/商業卡及有關之服務。客戶必須於銀行或其授權之代表要求時，立即無條件歸還所持有之扣賬卡/商業卡予銀行，而銀行有權事前不必通知和提出理由，更無需對此舉所造成的後果負責。但扣賬卡/商業卡於交回銀行前的一切交易及費用以及因任何原因引致任何賬戶透支的賬項，客戶仍須繼續負責並償還予銀行。The Debit Card / ATM Card remains the property of the Bank and cannot be pledged as security for any purpose whatsoever. The Bank has full discretion, at any time, to limit the usage of the Debit Card / ATM Card, including the deposits, withdrawals or transfers at ATM, Transaction Instructions or otherwise on the use of Card, as well as to withdraw, cancel or terminate any Debit Card / ATM Card and/or any related services thereby offered. The Debit Card / ATM Card must be surrendered by the Customer to the Bank immediately upon request by the Bank or its duly authorized agent without prior notice and reasons thereof, whilst the Bank shall not be liable for any or all consequences relating to or arising out of such termination. The Customer shall be liable to settle all transaction, fees and any amount overdrawn incurred before the surrender of the Debit Card / ATM Card to the Bank.
5. 客戶亦有權隨時以書面形式通知銀行終止使用扣賬卡/商業卡，並將扣賬卡/商業卡剪成兩半交回銀行；但扣賬卡/商業卡於交回銀行前的一切交易及費用以及因任何原因引致任何賬戶透支的賬項，客戶仍須繼續負責並償還予銀行。The Customer may at any time terminate the use of the Debit Card / ATM Card by a written notice to the Bank, together with the return of the Card to the Bank cut in halves as the case may be. The Customer shall be liable to settle all transaction, fees and the amount overdrawn incurred before the surrender of the Debit Card / ATM Card to the Bank.
6. 客戶授予銀行不可撤銷的權利，可無須事先通知而從其銀行賬戶存取因使用扣賬卡/商業卡於銀行的自動櫃員機進行存款及/或提款，銀行的自動櫃員機或其他櫃員機網絡所提取、轉賬或透過終端機所進行交易指令的款項及相關的交易服務費（如適用），不論賬戶之計價貨幣為何及不論該等交易是否經客戶授權或為其知悉，客戶亦須負上所有責任。The Customer irrevocably authorizes the Bank to credit/debit his/her accounts the amount of any deposits at any ATMs of the Bank or any, withdrawals and transfers at any ATMs of the Bank or any other network and/or Transaction Instructions originating at any POS involving the use of the Debit Card plus relevant handling charges (if applicable) incurred, whether or not made with his/her knowledge or by his/her authority and irrespective of the currency, and shall be fully liable for all the aforesaid transactions under all circumstances.
7. 客戶可根據銀行不時訂下的每日限額，憑扣賬卡於商戶終端機發出交易指令購買商品/服務或通過中國銀聯網絡提取現金，所需款項會於相關銀行賬戶以中國銀聯網絡不時釐定的相關貨幣兌換率（如適用）計算及扣除。倘若其銀行賬戶並未擁有足夠資金支付該交易指令全數款項，包括相關服務費，該交易指令將會被自動取消。The Debit Card can be used to perform Transaction Instructions for purchasing goods / services from Merchants or withdraw cash through the China UnionPay network up to a daily limit to be determined by the Bank from time to time. The incurred amount will be calculated and debited from the relevant Customer's account at such rate of exchange (if applicable) as may be determined by China UnionPay from time to time. If the relevant Customer's account does not contain sufficient funds to cover the full payment of the Transaction Instructions, including any relevant service charges, the Transaction Instructions will be rejected automatically.
8. 客戶以扣賬卡使用終端機發出交易指令時，須對所有設定的銀行賬戶負全責。若該銀行賬戶是以不同貨幣計價，銀行可扣除所有與使用交易指令相關的款項，即由貨幣兌換引起的稅項、費用和開支。The Customer, at times of making Transaction Instructions with his/her Debit Card, shall be fully liable for the Customer's accounts in linkage with the Card. The Bank has the right to debit from the Customer's account any taxes, fees and expenses in connection with the Transaction Instructions, namely those resulting from any currency exchange if the Bank accounts are denominated in different currencies.
9. 客戶須時常保證有足夠存款於賬戶內作為自動櫃員機提款、轉賬服務及交易指令之用。客戶亦必須承擔如因任何不正確使用扣賬卡/商業卡而引致任何戶口透支的賬項、相關的交易服務費及其他費用（如適用）。The Customer shall at all times assure sufficient funds in the Customer's accounts for the withdrawals, transfers at the ATM and/or Transaction Instructions. The Customer shall also be liable for the amount overdrawn and relevant handling charges incurred by any misuse of the Debit Card / ATM Card.
10. 客戶同意賠償銀行因執行以上條款第 5 條至第 9 條所述之情況而可能招致或引起的法律訴訟、索償、補給或其他損失。The Customer further agrees to indemnify the Bank against all losses and expenses, including all legal charges, claims and replacements, which may be suffered or incurred by the Bank arising from or relating to the situations stated in Clause no. 5 to 9.
11. 客戶使用扣賬卡/商業卡於自動櫃員機或終端機所作之存款、提款、轉賬服務及交易指令，均以銀行之記錄為準，該項記錄視為最終決定性，並對客戶具有最終約束力。The Bank's record in relation to any deposits, withdrawals or transfers and Transaction Instructions effected involving the use of the Debit Card / ATM Card at the ATM or POS shall in all respect be conclusive and binding on the Customer.
12. 客戶透過銀行之自動櫃員機存入澳門幣/港幣現金，均需經銀行點核相符始存入客戶賬戶。銀行之自動櫃員機在存款時所發出之顧客通知書，僅作為客戶曾於該機辦理存入款項交易之記錄，在銀行點核證實無誤前，對銀行不具約束力。Cash deposited with the ATM of the Bank by the use of the Card will only be credited to the Customer's account after verification by the Bank. Customer advice issued by the ATM of the Bank at the time of deposit shall serve as a mere record and shall not be binding on the Bank until after verification.
13. 對於任何商戶拒絕接受此扣賬卡、或客戶對於所提供之商品/服務質素有任何爭議，銀行概不負責。客戶與商戶間的任何糾紛，必須由雙方自行解決，若雙方有任何爭議或索償，亦不影響客戶對銀行清還有關欠款的責任。The Bank shall not be responsible if the Debit Card is not honored at any of the Merchants for any reason whatsoever nor shall it be responsible in any way for the goods and/or services supplied by the Merchants. Any complaints from the Customer against the Merchants must be resolved by the two parties concerned and the existence of any claims or disputes between these two parties shall not relieve the Customer's obligation to settle any payment / amount outstanding with the Bank.

14. 倘使用扣賬卡/商業卡服務所連繫的銀行賬戶持有多於一位，則所有客戶均須承擔有關的交易責任，而每位客戶同樣受此扣賬卡/商業卡合約內的條款及細則所約束。If the Customer's account that is associated with the Debit Card / ATM Card is held by more than one person, each and everyone of the Customers shall be responsible for all transactions involving the use of the Debit Card / ATM Card and the Terms and Conditions herein stated shall be binding on each and everyone of the Customers.
15. 客戶應正確及合法地使用扣賬卡/商業卡進行任何操作，銀行概不負責任何因不正確使用以及自動櫃員機或終端機發生故障或失靈而引起的一切後果。客戶以自動櫃員機進行交易後，在一般情況下，均可要求列印客戶通知書，該客戶通知書只表示客戶曾使用該自動櫃員機，其準確與否，該通知書對銀行均無約束力。The Customer shall at all times assure the proper and legal usage of the Debit Card / ATM Card. The Bank shall not be responsible for any and all consequences, if the transactions involving the use of the Debit Card / ATM Card are not honored or operative for any reason whatsoever or if there is any malfunctioning and/or failure of the ATM or POS. The customer advice slip issued by the ATM in respect of the acceptance of the transaction represents only what the Customer has purported to have performed at the ATM and shall in no way and under no circumstances bind the Bank as to its correctness.
16. 扣賬卡/商業卡如有遺失或被竊，客戶必須於事發後立即致電本行二十四小時服務熱線通知銀行，以便即時暫停此扣賬卡/商業卡的相關服務。在銀行未收到有關遺失或被竊的通知前，客戶必須承擔一切使用扣賬卡/商業卡透過自動櫃員機或終端機所進行交易之任何責任。In the event of lost or theft of the Debit Card / ATM Card, the Customer must notify the Bank immediately upon discovery of such lost or theft through the Bank's 24-hour Service Hotline. The Bank shall terminate the service upon receipt of such notice. The Customer shall be fully responsible for all transactions involving the use of the Debit Card / ATM Card by any person whomsoever whether or not authorized by the Customer prior to the Bank's actual receipt of such notice.
17. 當客戶開始使用扣賬卡/商業卡時，即表示明確接納除法律要求外，銀行不需對任何因硬件或軟件故障、失靈或中斷而影響整個或部分銀行、銀通和中國銀聯網絡或任何一個或多個自動櫃員機或終端機所導致的直接和間接後果；並不以任何方式保證銀通和中國銀聯網絡或某一特定的或多個自動櫃員機或終端機可以在任何時候接收交易指令。Upon the use of the Debit Card/ATM Card, the Cardholder acknowledges and accepts, unless otherwise required by law, that the Bank shall not be liable for losses or damages caused by or direct or indirect consequence of hardware or software malfunctions, failures or outages affecting in whole or in part of the Bank, JETCO and China UnionPay network or any ATM/POS. The Cardholder accepts that the Bank does not warrant in any way that the JETCO and China UnionPay network or a particular ATM/POS or any ATM/POS are available to receive transactions at all times.

#### 證券買賣服務電子渠道 Securities Trading Service via e-Channels

客戶可選擇使用銀行提供之電子渠道進行證券買賣、瀏覽市場資訊、查詢其證券買賣以及戶口資料等。電子渠道包括但不限於電話、互聯網及流動應用程式等。客戶茲確認已閱讀及同意遵守以下有關電子渠道之條款及細則並受其約束：Customer can choose to perform securities trading transactions, browse market news, inquire transaction details and account histories, etc. via the e-Channels provided by the Bank. E-Channels include, but not limited to, telephone, Internet and Mobile Application. The Customer hereby confirms have read and agreed to be bounded by the terms and conditions for e-Channels as stipulated hereunder:

1. 就銀行在電子渠道上提供之任何資料，客戶同意如下：In respect of any information made available by the Bank on the e-Channels, the Customer agrees that:
  - 1.1 該等資料可能不準確、不正確、過時或不完整；Such information may be inaccurate, incorrect, outdated or incomplete;
  - 1.2 該等資料並不構成游說客戶購買或出售任何證券、信託單位、互惠基金或其他投資；Such information does not constitute the solicitation to purchase or sell any securities, unit trusts, mutual funds or other investment;
2. 客戶透過銀行之任何網址及流動應用程式所提供之聯繫進入其他網址均須自行承擔風險。銀行對於該等網址所載任何資料之準確性、時限、完整性或可靠性均不會作出任何保證。Access to other sites via links available at any site and mobile app of the Bank is made by the Customer at his own risk. The Bank makes no warranty as to the accuracy, timelines, completeness or reliability of any information contained in such sites;
3. 任何銀行網址及流動應用程式之資料及內容存在之所有權（包括版權）均為銀行之獨有財產；在未得到銀行之書面同意前，不可複製、複印、派發或刊登該等資料。All rights (including copyright) subsisting in the information and contents of any sites and mobile app of the Bank are the sole property of the Bank and shall not be reproduced, copied, distributed or published without the prior written consent of the Bank.
4. 所有電子渠道之登入代號和密碼僅限客戶個人使用，並不可轉讓。因此，客戶不可允許他人包括其授權人使用此等代號及密碼，否則客戶必須承擔一切可能由此引起之後果及責任。All login usernames and passwords of e-Channels are not transferable and are strictly for the personal use of the Customer, who shall assume all risks inherent to their dissemination. Hence, under no circumstances should the Customer allow their use by third parties, including attorneys. Otherwise, the Customer is fully liable to any and all consequences and responsibilities that may result from so doing.
5. 客戶使用電子渠道登入代號和密碼要求銀行提供任何資料或向銀行發出任何指示，均視為由客戶本人所作，銀行無須核實使用者的合法性。Any request for information or transmission of instructions made through the use of the login usernames and passwords of e-Channels will be assumed by the Bank as made by the Customer. The Bank shall not be required to check the legitimacy of the user.
6. 倘客戶有理由相信其電子渠道登入代號和密碼被他人知悉，應立即與銀行聯絡，以便銀行終止該等代號和密碼的使用。In the event that there are reasons to suspect that a third party or third parties is or are aware of his/her login usernames and passwords of the e-Channels, the Customer should immediately contact the Bank in order to have the usernames and passwords to be blocked.
7. 客戶明白及同意受銀行澳門商業銀行證券買賣服務、網上證券買賣服務以及流動證券買賣服務條款及細則所約束，並授權銀行可根據客戶透過電子渠道之指示，於客戶名下或聯名的結算賬戶內執行所需運作。Customer understands and agrees to be bound by BCM Securities Trading Service, BCM i-Securities Trading Service and Mobile Securities Trading Service Terms and Conditions and authorizes the Bank to operate the settlement account under the Customer's sole name or joint names according to the instructions given via e-Channels.
8. 有關澳門商業銀行流動證券買賣服務應用程式（下稱“該應用程式”）之重要事項 Important notice for BCM Mobile Securities Trading Application (hereinafter referred to as “the application”)

藉著使用或進入該應用程式或其任何部分，客戶同意或會被視為同意遵守下列條款及細則及載於 <http://www.apple.com/legal/macapps/dev/stdeula/> 的終端用戶特許協議。如果客戶不同意下列條款及細則及該終端用戶特許協議，則請勿進入該應用程式之任何部分。By using or accessing the application or any part hereof, Customer agrees or is deemed to have agreed to be bound by the terms and conditions herein below and the end-user license agreement posted at <http://www.apple.com/legal/macapps/dev/stdeula/>. If customer does not agree to the terms and conditions hereinbelow and the said end-user license agreement, please do not access any part of the application.

客戶使用或進入該應用程式或其任何部份，即表示客戶是澳門商業銀行證券買賣服務戶口的賬戶持有人或賬戶持有人之一或是獲相關賬戶持有人正式授權的人士。如閣下未能作出前述的陳述，客戶不得進入該應用程式之任何部份。By using or accessing the application or any part hereof, Customer is representing that he/she is the account holder or one of the account holders or a person duly authorized by the relevant account holder(s) of a securities account of BCM Bank. If Customer is not able to make the representations in the preceding sentence, he/she is prohibited from accessing any part of the application.

客戶必須具有澳門商業銀行之 BCM Net 網上銀行服務登入賬號及密碼，方可使用該應用程式及其服務。客戶聲明及保證客戶將該登入資料及密碼保密，且客戶須就任何第三方透過進入或使用客戶的證券買賣服務戶口使用該服務負全責（如屬聯名賬戶持有人，即共同及各別地負責）。Customer must have a BCM Bank “e-Banking Login ID” and create a password in order to use the application and services hereof. Customer represents and warrants that such login and password should be maintained by he/she in a confidential manner and he/she shall be solely responsible (joint and severally in case of joint account holder) for the access or usage of his/her securities account by any third parties with respect to the services hereof.

**BCM 網上結單及賬戶查詢服務 BCM eEnquiry Service**

客戶可透過網上提供賬戶號碼，身份證號碼，出生日期，短訊驗證碼，用戶名稱及登入密碼自行登記有關服務。Customer shall register for eEnquiry via Internet by providing account number, identification number, date of birth, verification code, user name and login password.

當客戶簽訂網上查詢服務，客戶便同意及明白銀行將為客戶自動預設其名下往來、儲蓄賬戶及/或信用卡類別之月結單之收取設定為‘不收取郵寄月結單’，客戶可於網上查詢或按需要向本行提出更改有關設定之指示。By signing up to eEnquiry, Customer agrees and understands that the Bank will automatically default the statement delivery setting of the Customer's current, savings accounts and/or credit card accounts to 'stop receiving physical statements by ordinary mail' (posting). Customer can visit the Bank to change the statement delivery setting where necessary.

**「商業理財通」電話理財服務 “TeleBCM” Phone Banking Service**

- 「商業理財通」電話理財服務是一電話專線，客戶可透過其獲得銀行提供之各類資訊、產品及銀行服務。“TeleBCM” Phone Banking Service (“TeleBCM”) is a remote channel which enables the Customer(s) to access to a range of information, products and banking services offered by the Bank.
- 代號及密碼 Access Codes  
商業理財客戶將獲發以下之代號及密碼：The customer(s) will be provided with the following Access Codes:
  - 客戶編號是由銀行之電腦系統自動為每一位客戶編定的一個十位數字代號，並以茲識別每位客戶的身份；客戶編號(CIF)一經發出，將不能被本行或客戶修改。Customer Number (CIF) is a unique 10 digits number, created electronically by the Bank and given to each Customer upon the establishment of a commercial relationship with the Bank. This Customer Number (CIF) univocally identifies the Customer in the Bank and cannot be changed neither by the Bank nor by the Customer.
  - 安全密碼(PIN)是一組合成之密碼，連同客戶號碼，便可使用銀行之電話理財服務。首個安全密碼將於客戶申請電話理財服務時由銀行提供。客戶以後如有需要，可更改新的安全密碼。Security Pin is a password. When used together with Customer Number will allow Customer to access “TeleBCM” Service. The first Security PIN is issued by the Bank upon application of “TeleBCM” Service. Customer can change the Security PIN if deemed necessary.

**「創富理財」服務 VIP Banking Service**

- 客戶必須符合以下情況，方可被接立為「創富理財」服務之客戶：Customer must be in comply with the below conditions in order to register to the VIP Banking Service:
  - 必須在銀行開立任何之儲蓄或往來賬戶；Must possess any Savings or Current Account in the Bank;
  - 必須在銀行持有銀行要求及不時釐定之總資產總額。Must comply with the prevailing total asset portfolio requirement defined by the Bank from time to time.
- 產品及服務 Products and Services  
客戶同意「創富理財」服務提供之各項服務是由銀行遵從適用之服務條款而提供。The customer agrees that each of the products and services is made available by the Bank subject to the applicable service conditions.

**證券交易之風險披露聲明 Risk Disclosure Statements in Relation to Securities Transactions**

- 證券交易 Securities Transactions
  - 一般證券交易 Dealing in Securities  
證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may even become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.
  - 在創業板市場買賣證券之交易 Dealing in Securities on the Growth Enterprise Market
    - 創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流動性很低。Growth Enterprise Market (GEM) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.
    - 客戶只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。The Customer should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.
    - 現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM companies are usually not required to issue paid announcements in gazetted newspapers.
    - 假如客戶對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。The Customer should seek independent professional advice if the Customer is uncertain of or has not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.
- 不承擔責任聲明 Disclaimer  
在接納任何服務或於銀行或通過銀行進行任何證券或交易同時，客戶明白及同意：In accepting any services or entering into any securities with or through the Bank, the Customer understands and agrees that:
  - 客戶就有關證券買賣交易自行作出判斷；The Customer makes his/her own judgment in relation to securities transactions;
  - 銀行並無責任作出或給予意見或建議；The Bank assumes no duty to make or give advice or recommendations;
  - 不論是否在客戶要求下若銀行作出任何提議，銀行不會對顧客在聽取有關提議後所進行之證券交易承擔任何責任；If the Bank makes any such suggestions, whether or not at the Customer's request, the Bank assumes no responsibility for any securities transaction which may be made by the Customer following such suggestion;
  - 銀行與其附屬公司可持與銀行發出之建議不一致，或引致客戶有所損失之投資倉盤；The Bank and its affiliates may hold positions which may not be consistent with any advice given by the Bank and which may result in losses on the Customer's part;
  - 由銀行代表客戶所進行之任何證券交易而引致客戶承受任何損失風險均由客戶自行承擔。Any risk associated with any losses suffered as a result of the Bank entering into any securities transactions on the Customer's behalf are for the Customer's account.
- 本簡短聲明並不足以披露所有風險及有關證券交易及衍生工具交易之其他方面。客戶應在進行證券交易前向個別之金融分析專家索取意見。This brief statement cannot, of course, disclose all the risks and other aspects in relation to Securities Transaction. The Customer should accordingly obtain independent expert financial advice before engaging in any Securities Transaction.
- 透過此風險披露聲明書，客戶明瞭並同意承擔所有因客戶投資及買賣證券所產生之風險。By this Risk Disclosure Statements, Customer hereby confirms that he/she understands and agrees to bear the risk associated with securities transactions.



**證券買賣服務 Securities Trading Service**

1. 客戶要求銀行向其提供證券買賣及/或證券託管之服務，及處理相關文件、事宜等，包括代表客戶接受有關文件或將該些文件交予銀行之代理人處理或透過其代理人或商業夥伴進行買賣或託管等事宜。At the request of the Customer, the Bank will provide securities trading service and/or custodian service as well as handle the related documents and matters, including the acceptance of relevant documents on behalf of the Customer, the transference of such documents to its agent for handling, or the execution of transactions or custody through its agent or commercial partner.
2. 銀行獲授權為客戶對其所擁有之證券以銀行或銀行之代理人（簡稱“代理”）名義註冊。The Bank shall be authorized to register the securities owned by the Customer in its own name or in the name of its agent (hereinafter referred to as The “Agent”).
3. 銀行將會執行客戶或其委託人所發出之指示。銀行可根據情況，要求客戶或該等人士以書面形式將其指示透過郵寄、電傳或傳真形式通知銀行。銀行可根據情況，盡可能執行客戶之指示，而不會為因指示上之錯誤或含意不清導致不能執行或已執行有關指示而負上任何責任。The Bank shall execute any instructions given by the Customer or such other person duly authorized by the Customer to act on his/her behalf. The Bank may, at its discretion, request the Customer or such other authorized person to provide written instructions by mail, telex or facsimile. The Bank shall, at its best effort, act on the instructions purportedly given by the Customer and shall not be liable for the non-execution or execution of any instructions due to the errors in or ambiguity of such instructions.
4. 銀行獲授權及/或代表客戶：The Bank is authorized and/or shall act on behalf of the Customer to:
  - 4.1 要求支付或接受一切證券所得之利息、股息、紅股及其他款項。Request the payment of or receive all interests, dividends, bonus shares and other payments in respect of the securities.
  - 4.2 在有關證券到期之日，當收回本金及利息之後，將該等證券交回發行商。倘發行商要求將未到期之證券贖回，銀行只會在接到客戶書面通知以後，才會將未到期之證券交回發行商，否則銀行沒有責任及義務將未到期之證券交回發行商。Surrender relative securities to the issuers at maturity against receipt of the cost of shares plus interests. In case of request for redemption before maturity, the Bank shall surrender relative securities to the issuers only upon receipt of Customer’s written notice. Otherwise, the Bank shall not have the duty or responsibility to surrender any immature securities to issuers for redemption.
  - 4.3 在法律許可之下，自行決定是否需要為持有之證券支付多過一種外幣，或為持有之證券接受該等外幣。Determine, where it is permitted by law and at its discretion, whether payment in respect of any of the securities should be in more than one currency or to collect the payment for any of the securities in a currency other than the issue currency.
  - 4.4 在法律規定之下，代表客戶簽辦及送交任何證券擁有之證明文件。Complete and deliver on behalf of the Customer, as owner, any ownership certificates in connection with the securities which may be required by law.
  - 4.5 可根據情況或為遵守法律而作為證券之持有人，代表客戶履行應有之責任，亦可根據情況採取或不採取因證券而獲得之金錢分配、支付款項及其它相應之行動。Discharge the required obligations on behalf of the Customer and take or refrain from taking any action in connection with distributions of monies collected, payment or any other related action in respect of any of the securities, according to the prevailing circumstances and in compliance with the provision of any law, regulation or order now or hereafter in force which purport to impose on holders of securities.
  - 4.6 將暫時或暫代之證券轉為真正確定之證券。Exchange any of the securities in interim or temporary form for securities in definitive form.
  - 4.7 將因持有證券而獲得分配之金錢，及出售證券之金錢存入客戶在銀行之戶口，除非客戶另有要求。Dispose of the monies collected from any of the securities and the proceeds received from the sale of any of the securities by crediting the Customer’s settlement account maintained with the Bank, unless otherwise requested by the Customer.
  - 4.8 可根據情況，本著客戶最大之利益而處理及出售不足數或有餘額之證券。Handle and sell, at its discretion and in the best interests of the Customer, any fraction shares to which the Customer may be entitled.
5. 銀行沒有責任或義務，但有絕對權力，決定是否參與股東大會、投票等事項；對供股、換股、股東權益、合併、重組、收購計劃而作出調查及參與相關行動。倘銀行因應客戶之要求作出上述行動，客戶需為銀行所採取之行動負上一切責任、支出及義務。The Bank shall have no responsibility or obligation, but shall have the absolute discretion, to decide whether to attend any shareholders’ meetings or participate in any votes in respect of any of the securities; or carry out investigation and take part in relative actions for any rights issue, share conversion, shareholders’ equity, merger, consolidation, reorganization, acquisition, etc. in respect of any of the securities. If, at the request of the Customer, the Bank participates in any of the above actions, the Customer shall bear the full responsibility for all and any liabilities, expenses and obligations resulting from the Bank’s taking such actions.
6. 銀行沒有責任或義務處理股權代表書，亦不需為接到代表書而通知客戶。The Bank shall have no responsibility or obligation to handle the proxies received in respect of any of the securities or to give any notice to the Customer about the receipt of such proxies.
7. 銀行沒有責任或義務退回當初接受之證券給予客戶。只要發還之證券與當初之證券具有相同面值、等值、公司、形式、種類及級別即可。銀行不排除在公司資本重組之下，發出不同之證券來取代原有之證券。The Bank shall have no responsibility or obligation to return to the Customer securities bearing serial numbers identical with those delivered to the Bank so long as the securities returned have the issue value, company, form, class, and rank pari passu with those originally accepted by the Bank, subject always to any capital reorganization, which may have occurred in the meantime.
8. 銀行將定時通知客戶其證券買賣之資料及以文件通知其戶口之一切活動。The Bank shall, from time to time, notify Customer the information about the trading of securities under this agreement and shall inform all movements in Customer account in writing.
9. 客戶可透過銀行提供之電子理財服務渠道（包括但不限於電話、互聯網及流動應用程式等）（下稱“電子渠道”）進行證券買賣、查詢賬戶及買賣資料等，並明瞭及同意使用該等電子渠道須受有關之條款及細則所約束（見附加條款：證券買賣服務電子渠道）。The Customer can perform securities trading transactions, inquire account information and transaction details, etc. via the electronic channels (hereinafter referred to as “e-Channels”) (including, but not limited to, telephone, Internet and Mobile Application) provided by the Bank. The Customer understands and agrees that usage of the e-Channels is to be bounded by relevant terms and conditions (refer to supplement: Securities Trading Service via e-Channels).
10. 客戶同意支付銀行及其代理一切關於證券買賣費用。銀行可以從客戶之銀行戶口或應收取之金額中扣除應支付銀行之費用，或將客戶之證券作為抵押品，而用來支付一切費用。當支付款項通知書寄出五個工作天之後，若客戶沒有回覆，銀行可以出售客戶之證券，並從一切收益中扣除相關之費用，包括出售證券之費用，而出售方法可為公開發售或私人配股形式進行。若有剩餘之金錢，將會存入客戶之戶口。The Customer agrees to pay to the Bank or its Agents all fees and charges incurred in respect of the securities. The Bank may debit Customer’s account or deduct any amount due to it from any monies received by it for the Customer or pledge all or any of the securities of the Customer to secure payment of such fees and charges. If the Customer fails to pay within five business days after a payment advice is mailed to him/her, the Bank is authorized to sell by public or private sale all or any of the securities, and settle such fees and charges and any expenses incurred from the sale with the sales proceeds. After all deductions, the remaining sales proceeds, if any, shall be credited to the Customer’s account accordingly.
11. 客戶在買賣證券之前，需確保戶口具有足夠之款項或股票作買賣用途。在存款不足時，銀行有絕對權力，用透支或其他方式扣除銀行應得之款項，或不執行客戶指示。如銀行採取透支方式，利息將以透支日之利率計算。如客戶過期付款，利息將以市場常規利率加法定最高過期利率並每日複息計算。The Customer shall have sufficient funds or number of shares in his account before giving any instructions regarding buying or selling. Should there be insufficient funds, the Bank, may at its absolute discretion, debit the Customer’s account for the amount that is due to it by way of overdraft or any other means, or choose not to execute the Customer’s instructions. If the Bank chooses to make use of overdraft, relative overdraft interest will be charged at the rate prevailing on the day when the Customer’s account is overdrawn. In case of late payment from the Customer, relative delinquency interest will be charged and compounded daily at the prevailing prime rate plus the highest legal rate.
12. 客戶同意任何存放或託管於銀行或其代理之證券及文件，其風險皆由客戶一力承擔。如因法律之行動、監管、規範、行政命令而導致任何損失，或因戰爭、戰爭狀態（戰爭宣佈與否）而導致證券被公、破壞、損失或由地方政府、軍政府、軍隊，各州、省、聯邦政府所造成之損失、破壞，銀行概不負責。The Customer agrees that all securities and documents heretofore or hereafter deposited to or safe kept with the Bank or its agent are at the Customer’s sole risk. The Bank assumes no responsibility for any losses due to any laws, regulations, restrictions, executive orders or other mandates, or the confiscation of

and damages / impairment to any securities due to war, state of war (whether the war be declared or not); or the damages / impairment caused by local government, military government, army, state / provincial / federal government in which such securities and/or documents may be kept or at any time being operated.

13. 客戶同意免除銀行因處理其文件或買賣證券而導致之任何損失、責任、義務、賠償，除非上述錯誤是銀行員工因疏忽、直接錯誤或舞弊下所造成之情況。The Customer agrees that the Bank shall not be liable for any losses or damages suffered by the Customer due to or arising out of the Bank's handling or dealing with the Customer's documents or securities transactions unless such losses or damages are a direct consequence of a gross act of negligence or fraud on the part of any of the Bank's staff.
14. 客戶同意及授權銀行接受經紀或推薦人所給予之回扣或佣金，而該等回扣或佣金是香港銀行公會，及香港交易及結算有限公司及澳門金融管理局許可的。The Customer agrees and authorizes the Bank to accept from any stockbrokers or underwriters any rebate or commission as may be authorized from time to time by the Hong Kong Association of Banks and the Hong Kong Exchanges and Clearing Limited, and Monetary Authority of Macao.
15. 銀行將獲全權代表客戶處理關於簽署文件、履行責任、採取行動以配合文件、條款之有效性。The Bank is hereby irrevocably appointed as the Attorney of the Customer, with full powers of substitution from time to time, for each and all of the purposes of this agreement and with power to sign and execute all documents and perform all acts in the name and on behalf of the Customer or as otherwise required in connection therewith.
16. 當客戶接到通知後，需要簽署及履行一切關於本協議書之條文所給予之權利及義務，以便讓本協議書得以繼續發揮其功效及約束力。The Customer shall, upon request, perform such acts and sign and execute all such agreements, proxies, authorizations or documents whatsoever as may be required by the Bank for the performance or implementation of this agreement or any part thereof.
17. 於贖回債券時，銀行所發出有關贖回金額之匯款通知並不代表銀行已確實收到由債券發行人所發出的款項。如債券發行人最終未有發款或有關之證券託管人最終撤回該款項之入賬，銀行保留索償（按銀行認為最合適之方法）已付之贖回金額的權利。On Debt Securities, the payment of any redemption amount does not constitute a confirmation of receipt of funds from the Issuer. The Bank reserves the right to claim on the Customer for the refund of the redemption amount being paid (by such means as the Bank finds fit) if the funds are not subsequently received from the Issuer or if the credit entry of the related payment is subsequently reversed by the Bank's custodian.
18. 客戶確認已閱讀並同意遵守證券買賣服務條款及細則及經客戶簽署之“證券押記”(適用於證券抵押戶口)之各項條款及條件。Customer acknowledges and agrees to be bound by the Securities Trading Service Terms and Conditions and by the “Charge on Securities” (applicable to Securities Pledge Account) signed by him/her.
19. 客戶確認已閱讀並明瞭“證券交易之風險披露聲明”及“在香港交易及結算有限公司（「港交所」）的市場買賣的衍生權證及牛熊證的相關風險”。Customer confirms that he/she has read and understood the “Risk Disclosure Statements in relation to Securities Transactions” and the “Risks associated with derivative warrants and callable bull/bear contracts (‘‘CBBC’’) traded on the market of Hong Kong Exchanges and Clearing Limited (‘‘HKEx’’). ”
20. 客戶授權銀行從客戶之結算戶口扣除買賣證券應繳付之款項及有關費用，並同意銀行毋須因客戶戶口資金不足而導致之任何損失負責。Customer authorizes the Bank to debit his/her settlement account for the amount payable for the securities traded together with relevant charges and agrees that the Bank shall not be liable or responsible for any loss due to insufficient fund in his/her account.
21. 客戶知悉並同意如客戶取消或因其他任何原因被銀行自動取消有關之結算賬戶或證券抵押之信貸額，相關之證券戶口亦將會自動被取消而毋須另行通知。Customer acknowledges and agrees that if the settlement account is closed or relevant banking facilities are terminated upon his/her request or because of any other reason, relevant securities account will also be cancelled without prior notice.
22. 客戶確認，從美國的證券或稅務法例或其他方面而言，客戶非美國居民/公民。客戶亦確認，並不代表任何美國居民/公民事務。客戶承諾，如客戶(如為聯名戶口，則其中任何一位戶口持有人)日後成為或視作美國居民/公民，將立即通知貴銀行。Customer confirms that he/she is not a citizen / resident of the United States of America (‘‘US’’), whether for the US securities or tax laws or for any other purpose. Customer also confirms that he/she is not acting as agent on behalf of any US citizen / resident. Customer undertakes to immediately notify the Bank should he/she (in case of joint account holder, anyone of the Customer) become or be deemed to citizen / resident of the US at any future time.
23. 客戶確認不在美國居住，並且不是美國證券法 S 條例所規定的意義上的美國人(其包括定居美國的任何人以及按照美國法律組織或成立之任何合夥制或法人公司)。Customer confirms that he/she is not located within the United States and is not a U.S. Person within the meaning of Regulation S under the Securities Act of the US (which includes any person resident in the US and any partnership or corporation organized or incorporated under the laws of the US).

#### 投資基金交易、貨幣/利率/指數/股票掛鉤投資及衍生工具交易之風險披露聲明 Risk Disclosure Statements in relation to Investment Funds Transactions / Currency / Interest Rate / Index / Equity Linked Investment and Derivative Transactions

1. 投資基金交易 Investment Funds Transactions  
客戶明白單位信託基金、互惠基金及其他集合投資計劃的價值及其收益可跌亦可升。任何基金的過往業績不表示將來亦會有類似的業績。Customer acknowledges that the value of unit trusts, mutual funds and other collective investment schemes and the income from them can go down as well as up. Past performance of any funds is not indicative of future performance.
2. 貨幣/利率/指數/股票掛鉤投資 Currency/Interest Rate/Index/Equity Linked Investments  
以下列舉一般出現在貨幣/利率/指數/股票掛鉤投資之特徵及設立該等投資所涉及之風險：The following serves to highlight some features which normally appear in Currency / Interest Rate / Index / Equity Linked Investments and the risks involved in establishing such investments:
  - 2.1 客戶應明白貨幣/利率/指數/股票掛鉤投資並非一定會讓客戶在到期時獲取利息之傳統式存款。Customer should understand that the Currency / Interest Rate / Index / Equity Linked Investment is not a traditional deposit on which the Customer will be entitled to interest at maturity.
  - 2.2 貨幣/利率/指數/股票掛鉤投資之利息回報是視乎參考貨幣匯率/參考利率/參考指數/參考股票價格之變動而決定的，因此利息回報可高於亦可低於一般傳統定期存款之利息回報。若有關之貨幣/利率/指數/股票掛鉤投資之結構在參考貨幣匯率/參考利率/參考指數/參考股票價格有極大波動下可引致負利率出現的話，客戶可能未能在該投資到期時全額收回有關貨幣/利率/指數/股票掛鉤投資之本金金額。The interest return on a Currency / Interest Rate / Index / Equity Linked Investment will depend on the movements of the exchange rates of the referenced currencies/referenced level of interest rate / the value of the referenced index / the price of the referenced equity and may therefore be higher or lower than the interest return on a traditional time deposit. If the structure of the relevant Currency / Interest Rate / Index / Equity Linked Investment is such that a negative interest rate results from extreme fluctuations of the exchange rates of the referenced currencies/referenced level of interest rate / the value of the referenced index / the price of the referenced equity, the Customer may not be able to receive the entire principal amount of the relevant Currency / Interest Rate / Index / Equity Linked Investment upon its maturity.
  - 2.3 若有關貨幣/利率/指數/股票掛鉤投資之結構為本金及利息回報可以與相關投資之基本貨幣不同之其他貨幣，或以另一種資產形式支付客戶的話，即使該等其他貨幣或資產已在投資設立時預先列明，客戶仍會由於該等其他貨幣相對基本貨幣之匯率下跌或送達予客戶之資產價值下跌而蒙受損失。If the structure of the relevant Currency / Interest Rate / Index / Equity Linked Investment is such that the principal and interest return may be payable to the Customer in a currency which is different from the base currency of the relevant Investment or in the form of another asset, then although such alternate currency or asset was pre-specified at the time the relevant Investment was established, the Customer may still be subject to a loss arising from the decline in the exchange rate of the alternate currency in terms of the base currency or the decline in the value of the asset delivered to the Customer.
  - 2.4 設立貨幣/利率/指數/股票掛鉤投資表示客戶按照客戶的估計及判斷對參考貨幣匯率/參考利率/參考指數/參考股票價格之波動方向持有某種看法。By establishing a Currency / Interest Rate / Index / Equity Linked Investment, the Customer(s) is taking a view on the direction of fluctuation of the exchange rates of the referenced currencies / referenced level of interest rate / the value of the referenced index / the price of the referenced equity, based on his/her own assessment and judgement.
  - 2.5 除非得到銀行同意，否則在投資到期日前，客戶於任何時間均不可提取貨幣/利率/指數/股票掛鉤投資之本金金額。Unless otherwise agreed by the Bank, the principal amount of the Currency / Interest Rate / Index / Equity Linked Investment may not be withdrawn at any time prior to its maturity date.

2.6 若有關貨幣/利率/指數/股票掛鈎投資以槓桿效應設立，客戶可能蒙受極大損失之風險。客戶所蒙受的虧損可能超出客戶用作設立或維持有關槓桿投資之本金及其他額外款額。若有關匯率/利率/指數/股票價格走勢不利客戶，客戶可能被要求當接到通知即需存入額外金額以維持客戶的有關槓桿投資。如客戶未能在所定的時間內提供所需的款額，客戶的未平倉盤可能會在虧損的情況下被了結，而客戶將要為所出現的任何逆差負責。在某些市場情況下，客戶可能在了結有關倉盤時遇上困難或無法了結有關倉盤。在此情況下，客戶未必可以將虧損總額局限於客戶用作設立及維持有關槓桿投資的款額，更可能蒙受更大的虧損。在交易中通常可以獲得的低額孖展換取高槓桿效應，在運作過程中可對客戶產生有利或不利的影響，槓桿效應的使用也可能導致豐厚的收益或巨大的損失。In the event that the relevant Currency / Interest Rate / Index / Equity Linked Investment is purchased on a leveraged basis, the Customer should note that the risk of loss can be substantial. Customer may sustain a total loss of the principal amount and any additional amounts that the Customer used to establish or maintain the relevant leveraged Investment. If the relevant exchange rate / interest rate / index / equity moves against the Customer, he/she may be called upon to investment a substantial amount of additional funds, on short notice, in order to maintain the relevant leveraged Investment. If the Customer does not provide the required funds within the prescribed time, his/her position may be liquidated at a loss, and he/she will be liable for the resulting deficit. Under certain market conditions, it may be difficult or impossible to liquidate such a position. In these circumstances, his/her total loss may not be limited to the principal amount and additional amounts he used to establish and maintain the relevant leveraged Investment alone. The high degree of leverage can work for the Customer as well as against him/her. The use of leverage can lead to large losses as well as gains.

### 3. 衍生工具交易 Derivative Transactions

本聲明書只扼要敘述買賣期權及衍生工具的風險，並不盡錄與此相關的所有風險和其他重要事項。客戶在進行交易前，必須先瞭解合約性質(及合約關係)以及客戶就此須承擔的風險程度。期權及衍生工具買賣對很多公眾投資者都不適合。因此，客戶在買賣前應研究及理解期權及衍生工具，以及根據本身的財政狀況、投資經驗、投資目標及其他相關條件，仔細考慮這種買賣是否適合他。如果客戶買賣期權，便應熟悉行使期權及期權到期時的程序，以及客戶在行使期權及期權到期時的權利與責任。This brief statement does not disclose all of the risks and other significant aspects of trading in options and derivatives. In light of the risks, Customer should undertake such transactions only if the Customer understands the nature of the contracts (and contractual relationships) into which he is entering and the extent of his exposure to risk. Trading in options and derivatives is not suitable for many members of the public. Customer should therefore study and understand the options and derivatives before he trades and carefully consider whether such trading is suitable in the light of his own financial position, investment experience, objectives and other relevant circumstances. If the Customer trades options he/she should inform himself/herself of exercise and expiration procedures and his rights and obligations upon exercise or expiry.

### 4. 不同風險程度 Variable Degrees of Risk

買賣期權的風險非常高。投資者不論是購入或沽出期權，均應先瞭解他們打算買賣的期權類別(即認沽期權或認購期權)以及相關的風險。客戶應連同期權金及所有交易成本，計算出期權價值必須增加多少才能獲利。Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of options (i.e. put or call) which they contemplate trading and the associated risks. Customer should calculate the extent to which the value of the options must increase for his position to become profitable, taking into account the premium and all transaction costs.

購入期權的投資者可選擇沽出作平倉或行使期權又或任由期權到期作廢。如期權持有人選擇行使期權，就必須進行現金交收又或是購入或交出相關的資產。若購入的是期貨投資的期權，期權持有人將獲得期貨倉位，並附帶相關的按金責任(見上文「期貨」一節)。如所購入的期權在到期時已沒有價值，客戶需承受投資上的損失，包括所有期權金和交易費用。假如客戶擬購入極價外期權，必須注意這類期權要變成有獲利的機會極微。The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the options is on futures, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, Customer will suffer a total loss of his/her investment which will consist of the options premium plus transaction costs. If Customer is contemplating purchasing deep-out-of-the-money options, he should be aware that the chance of such options becoming profitable ordinarily is remote.

出售(「沽出」或「賣出」)期權承受的風險要比買入期權高得多。雖然賣方能收到定額期權金，但所承受的損失可能比這還高。倘若市況不利期權賣出者時，他必須投入額外按金補倉。此外，期權賣出者還需承擔買方行使期權時的風險，就是在買方行使時以現金結算又或履行買入或交出相關資產的責任。若賣出的是期貨投資的期權，則期權賣出者將獲得期貨倉位並附帶保證金責任(見上文「期貨」一節)。若期權賣方持有相應數量的相關資產又或期貨或其他期權作「備兌」，則所承受的風險或會減少。若期權並沒有被「備兌」，則虧損風險可以是無限大。Selling ('writing' or 'granting') options generally entail considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the options and the seller will be obligated to either settle the options in cash or to acquire or deliver the underlying interest. If the options is on futures, the seller will acquire a position in futures with associated liabilities for margin (see the section on Futures above). If the options is 'covered' by the seller holding a corresponding position in the underlying interest or a futures or another options, the risk may be reduced. If the options is not covered, the risk of loss can be unlimited.

某些國家的交易所容許買方延遲支付期權金，令買方支付保證金費用的責任不超過期權金。儘管如此，買方最終仍須承受虧損期權金和交易費用的風險。當期權被行使又或到期時，買方有需要支付當時餘下未繳付的期權金。Certain exchanges in some jurisdictions permit deferred payment of the options premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the options is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

### 5. 合約的條款及細則 Terms and Conditions of Contracts

客戶要向為客戶做買賣的經紀行查詢所買賣的期權及衍生工具合約的條款及細則，以及有關責任(例如期權的到期日以及行使的時間限制)。交易所或結算公司在某些情況下，或會修訂現有合約的細則(包括期權行使價)，以反映合約所涉及資產的改變。Customer should ask the firm with which he/she deals about the Terms and Conditions of the specific options which he/she is trading and associated obligations (e.g. in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an options) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

### 6. 暫停或限制交易以及價格關係 Suspension or Restriction of Trading and Pricing Relationships

市場情況(例如市場流通量不足)及/或某些市場的規則運用(例如因為價格限制或一些「停板」的措施，而暫停任何合約或合約月份的交易)，都可以令損失的風險增加，因為在此等情況下，投資者將難以完成甚或不能完成交易或平指/抵銷倉盤。如果客戶賣出期權後遇上這情況，損失的風險也可能較大。Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or 'circuit breakers') may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If Customer has sold options, this may increase the risk of loss.

此外，相關資產與期權之間的正常價格關係也可能不存在。譬如，期貨期權所涉及的期貨合約須受價格限制而定，但期權本身則不受限制。缺乏相關資產參考價格會叫投資者難以判斷「公平」價格的水平。Further, normal pricing relationships between the underlying interest and the options may not exist. This can occur when, for example, the futures contract underlying the options is subject to price limits while the options are not. The absence of an underlying reference price may make it difficult to judge 'fair' value.

### 7. 存放的款項及財產 Deposited Cash and Property

對於因應本地或外國的交易而存放的款項或其他財產會有多少保障，尤其是遇上有關公司破產或無力償還債務的時候，客戶必須瞭解清楚。能取回多少款項或財產可能要受特別的規例或當地法例所規管。在某些地區的法例，收回的款項或財產如有不足之數，則可認定屬於客戶的資產也會像現金一樣按比例分配予他。Customer should familiarize himself/herself with the protections given to money or other property he/she deposits for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which he/she may recover his/her money or property may be governed by

specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as his/her own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

8. 佣金及其他收費 Commission and Other Charges

在開始交易之前，客戶先要清楚瞭解需要繳付的所有佣金、費用或其他收費。這些費用將直接影響純利(如有)或增加客戶的損失。Before Customer begins to trade, he/she should obtain a clear explanation of all commission, fees and other charges for which he will be liable. These charges will affect his/her net profit (if any) or increase his loss.

9. 在其他司法地區進行交易 Transactions in Other Jurisdictions

在其他司法地區的市場(包括與本地市場有正式連繫的市場)進行交易，或會帶來額外的風險。根據這些市場的規例，投資者享有的保障程度或會有所不同，甚或有所下降。交易之前，必先要查明有關該項交易的所有規則。投資者本身所在地的監管機構將不能迫使進行交易的其他司法地區的監管機構或市場執行有關規則。故交易之前，應先向經紀行查詢本身國家所屬的司法地區以及其他司法地區所提供的賠償及補救措施種類詳情。Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose the Customer to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before the Customer trades, he should enquire about any rules relevant to his particular transactions. The Customer's local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where his transactions have been effected. Customer should ask the firm with which he/she deals for details about the types of redress available in both his/her home jurisdiction and other relevant jurisdictions before he starts to trade.

10. 貨幣風險 Currency Risks

以外幣計算的合約買賣所帶來的利潤或虧蝕(不論交易是否在本身所在的司法地區或其他地區進行)，均會在需要將合約的單位貨幣轉為另一種貨幣時，受到匯率波動的影響。The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in the Customer's own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

11. 交易設施 Trading Facilities

電子交易的設施，莫不由電腦系統來進行買賣盤傳遞、執行、配對、登記或交易結算等工作。但所有設施及系統，均有可能遇到臨時中斷或失靈，而客戶在此等情況下所能取得的賠償或會受到系統供應商、市場、交易所、結算公司及/或交易所參與者所負的有限責任所限制。由於這些有限責任可以各不相同，投資者請向經紀行查詢有關詳情。Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Customer's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the exchange, the clearing house and/or Exchange Participants. Such limits may vary: Customer should ask the firm with which he/she deals for details in this respect.

12. 電子交易 Electronic Trading

透過電子交易系統做的買賣，可能會和在其他電子交易系統進行的交易不一樣。若選擇透過某電子交易系統做買賣，就要承受該系統帶來的風險，包括系統硬件或軟件的失靈。系統失靈可能會導致客戶的買賣盤不能根據指令執行，甚或沒有執行。Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If Customer undertakes transactions on an electronic trading system, he/she will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that Customer's order is either not executed according to his/her instructions or is not executed at all.

13. 不承擔責任聲明 Disclaimer

在接納任何服務、設立任何貨幣/利率/指數/股票掛鉤投資、或與銀行或通過銀行進行任何衍生工具交易同時，客戶明白及同意：In accepting any services, establishing any Currency / Interest Rate / Index / Equity Linked Investment or entering into any derivative transaction with or through the Bank, Customer understands and agrees that:

13.1 客戶就有關投資或買賣交易自行作出判斷；Customer makes his own judgement in relation to investment or trading transactions;

13.2 銀行並無責任作出或給予意見或建議；The Bank assumes no duty to make or give advice or recommendations;

13.3 不論是否在客戶要求下若銀行作出任何提議，銀行不會對客戶在聽取有關提議後所進行之投資或交易承擔任何責任；If the Bank makes any such suggestions, whether or not at the Customer's request, the Bank assumes no responsibility for any investment or transaction which may be made by the Customer following such suggestion;

13.4 銀行與其附屬公司可持與銀行發出之建議不一致，或引致客戶有所損失之投資倉盤；The Bank and its affiliates may hold positions which may not be consistent with any advice given by the Bank and which may result in losses on the Customer's part;

13.5 由銀行代表客戶所進行之任何交易或投資而引致客戶承受任何損失風險均由客戶自行承擔。Any risk associated with any losses suffered as a result of the Bank entering into any transactions or investments on the Customer's behalf are for the Customer's account.

14. 本簡短聲明並不足以披露所有風險及有關投資基金交易、證券交易、貨幣/利率/指數/股票掛鉤投資及衍生工具交易之其他方面。客戶應在進行投資基金交易、證券交易、設立任何貨幣/利率/指數/股票掛鉤投資或進行任何衍生工具交易前向個別之金融分析專家索取意見。This brief statement cannot, of course, disclose all the risks and other aspects in relation to Investment Funds Transactions, Securities Transaction, Currency / Interest Rate / Index / Equity Linked Investment and Derivative Transactions. Customer should accordingly obtain independent expert financial advice before engaging in any Investment Funds Transaction, Securities Transaction, establishing any Currency / Interest Rate / Index / Equity Linked Investment or entering into any Derivative Transaction.

15. 重要事項 Important

在作出「資產掛鉤投資」時，客戶會承擔市場風險，而顧客在「資產掛鉤投資」下所能取得之價值將會由該掛鉤交易之特定財經市場之轉變所決定，而客戶會受該市場價格的快速轉變所影響。因此在「資產掛鉤投資」到期日，客戶未必能取得任何投資數目或金錢。客戶在「資產掛鉤投資」到期日可以收取的任何資產可能會大幅度低於投資數目之價值。在某些情況下，客戶在「資產掛鉤投資」到期日收取的資產可能沒有任何兌現價值。In making an asset-linked investment, Customer is undertaking market risk whereby the determination of the value the Customer receives under an asset-linked investment is related to changes in the particular financial market to which the transaction is linked and Customer is exposed to price volatility in that market. Therefore, Customer may not receive any of the Investment Amount or any cash on the maturity of an asset-linked investment. Any assets the Customer may receive at maturity of an asset-linked Investment may be worth substantially less than the Investment Amount. In some cases, the assets the Customer receives at maturity of an asset-linked investment may not have any realisable value.

### 資產掛鉤投資的受保障地位 Protection status of Asset-Linked Investment

資產掛鉤投資(包括但不只限於外幣掛鉤投資、外幣掛鉤保本投資、股票掛鉤投資及個別可贖回目標存款)並非存款產品，故不會被列入澳門特區政府存款保障之範圍。Asset-Linked Investment (including but not limited to Currency-Linked Investment, Currency Linked Principal Guaranteed Investment, Equity-Linked Investment and specific Callable Target Deposit) is not a deposit product and will not be included in the Deposit Protection provided by the Macao SAR Government.

### 投資服務 Investment Services

1. 客戶已經收妥、閱讀及明白並同意接受“投資服務條款”內適用的條款，及銀行不時的修訂的約束。Customer has received, read, understand and agree to be governed by the Terms for Investment Services (each as amended from time to time).

2. 客戶已收到及閱讀風險披露聲明，並明白及同意其所載內容。客戶確認已按客戶所選擇的語言(英文或中文)獲提供風險披露聲明及獲邀請閱讀該風險聲明、提出問題及徵求獨立的意見(如客戶有此意願)。客戶明確同意銀行按風險披露聲明中所述方式行事，並放棄由於銀行按該方式行事而引致客戶現在或將來可能對銀行所提出之所有及任何申索、要求、起訴及訴訟。Customer has received and read a copy of the Risk Disclosure Statements and understands and agrees with its contents. Customer confirms that the Risk Disclosure Statements was provided to him/her in a language of his/her own choice

(English or Chinese) and he/she was invited to read the Risk Disclosure Statements, to ask questions and take independent advice if he/she wish. Customer hereby expressly consent to the Bank acting in the manner referred to in the Risk Disclosure Statements and hereby waive all and any claims, demands, actions and proceedings which he/she may now or in the future have against the Bank by reason of the Bank acting in such manner.

3. 客戶聲明及保證客戶是所有投資交易之主事及最初負責為發出指示負責之人士，亦是獲取及承擔投資交易之商業及經濟利益及風險之人士。客戶承諾若客戶並非與投資交易有關之該位人士，除非客戶已向銀行提供有關人士之全名、地址及聯絡資料，否則客戶將不會要求銀行進行該投資交易。Customer represents and warrants that in respect of investment transactions, unless the Bank has been notified otherwise by his/her in writing, Customer is acting as principal and is the person ultimately responsible for originating instructions in relation to all such investment transactions and is the person who stands to gain the commercial and economic benefit and benefit the commercial and economic risks of such investment transactions. Customer undertakes that if he/she is not such a person in relation to any investment transaction, he/she will not request the Bank to accept such an instruction unless he/she has provided the full name, address and contact details of the relevant persons to the Bank.
4. 客戶特此確認客戶並非：(a) 《1986年美國國內收入法》（經修訂）第7701(a)(30)條及其相關規定或《美國證券法》S規例第902(k)條規則所界定的美國人士，或 (b) 《1986年美國國內收入法》（經修訂）第1471(d)(3)及第1473(2)條及其相關規定所界定的美國擁有的外國實體。客戶亦確認客戶並非作為代理人代表任何美國人士或任何美國擁有的外國實體行事。如客戶（在作為聯名戶口持有人的情況下，客戶等任何一人）未來成為美國人士或美國擁有的外國實體，客戶承諾將立即通知銀行。客戶亦確認客戶並非加拿大居民或加拿大居民之代理人。Customer hereby confirms that he/she is not: (a) a U.S. Person within the meaning of Section 7701(a)(30) and the regulations thereunder of the United States Internal Revenue Code of 1986 (as amended) or Rule 902(k) of Regulation S of the United States Securities Law, or (b) a U.S. owned foreign entity, as defined in Sections 1471(d)(3) and 1473(2) and the regulations thereunder of the United States Internal Revenue Code of 1986 (as amended). Customer also confirms that he/she is not acting as agent on behalf of any U.S. Person or any U.S. owned foreign entity. Customer undertakes to immediately notify the Bank should he/she (in case of joint account holders, any one of the customers) become or is deemed to be a U.S. Person or a U.S. owned foreign entity at any future time. Customer also confirms that he/she is not a resident or an agent for a resident of Canada.

### 投資基金戶口 Investment Fund Account

客戶同意除客戶以書面方式另行通知銀行外，所有分派、股息或其他權利均以該基金貨幣派付，並將自動再投資於同一基金類別的單位。在任何情況下，若有關分派、股息或其他權利相等或少於有關基金之最低分派金額要求，該等款項將自動再投資於該基金類別的單位。客戶明白並同意銀行可拒絕接受客戶以現金方式派付之要求而無需給予任何原因。Customer agrees that all distributions, dividends or other entitlements which may be declared or paid by the fund(s) will be paid in the base currency of the fund(s) and will be reinvested automatically in further units of the same fund(s) unless he/she informs the Bank otherwise in writing. In the event, if such distributions, dividend or other entitlements are less than the relevant funds' minimum requirement, they will be reinvested automatically in such further units. Customer understands and agrees that the Bank may refuse to accept his/her request for cash distributions without giving any reason.

### 「資產掛鉤投資」及「結構性產品」 Asset-Linked Investments and Structured Products

1. 客戶承認已閱讀過風險聲明並明白作出「資產掛鉤投資」及「結構性產品」所涉及的風險。客戶同意在作出「資產掛鉤投資」及「結構性產品」的決定時及在是否徵詢專業意見一事上客戶承擔個人責任（而銀行並不會提供該專業意見）。Customer acknowledges that he/she has read the risks warning and understand the risks involved in making an asset-linked investment or structured product. Customer accepts that it is his/her sole duty and responsibility to decide whether or not to make an asset-linked investment or structured product and whether or not to take professional advice (which advice will not be provided by the Bank).
2. 客戶將會於作出「資產掛鉤投資」及「結構性產品」前閱讀並充分瞭解有關之認購文件（包括所載的全部風險披露聲明），並同意接受認購文件所載之條款。Customer will read and fully understand the related offering document (including all the risk disclosure statements contained in it) and agrees to accept the related Terms and Conditions set out in the offering document before making an asset-linked investment or structured product.
3. 客戶同意資產掛鉤投資條款適用於「結構性產品」。Customer agrees that the Terms for Asset Linked Investments apply to Structured Products.
4. 客戶確認已收到通知，並明白資產掛鉤投資（包括但不只限於外幣掛鉤投資、股票掛鉤投資及個別可贖回目標產品[在有關之條款書列明]）並非存款產品，故不會被列入澳門特區政府存款保障之範圍。Customer acknowledges that he/she has received and understand that Asset-Linked Investment (including but not limited to Currency-Linked Investment, Equity-Linked Investment and specific Callable Target Deposit [specified in respective term sheet]) is not a deposit product and will not be included in the Deposit Protection provided by the Macao SAR Government.

### 債券/票據戶口 Bonds / Notes Account

1. 客戶開立債券/票據戶口，此戶口為「投資服務條款」內所述之證券戶口，並同意遵從銀行的「投資服務條款」及其不時修改的版本。Customer opens a Bonds / Notes Account, which is a Securities Account referred to in the "Terms for Investment Services", in his/her name and agrees to be bounded by the "Terms for Investment Services" of the Bank (as amended from time to time).
2. 客戶明白及接納客戶購買的債券/票據之發行人、擔保人、安排人、配售代理或任何其他聯繫人概不就銀行提供之銀行服務及託管服務，或因使用銀行之銀行戶口及債券/票據戶口或託管服務引致或產生之後果承擔任何責任。Customer understands and accepts that neither the Issuer, the Guarantor, the Arranger, the Placing Agent of the bonds / notes purchased by him/her nor any of its or their affiliates accepts any responsibility for the provision of bank services and custody services by the Bank or for any consequences of, or arising from the use of the bank account and Bonds / Notes or custody services of the Bank.
3. 客戶同意銀行、或客戶購買的債券/票據之安排人、配售代理、擔保人代理及發行人、及彼等各自之董事、管理人員、代理、代名人及聯繫人概不以任何方式向任何人士因銀行根據客戶在其開設之銀行戶口及債券/票據戶口之操作條款及條件出售客戶之債券/票據而可能蒙受之任何損失而負責。Customer agrees that none of the Bank, or the Arranger, Placing Agent, Guarantor and Issuer of the bonds / notes purchased by him/her, and their respective directors, officers, agents, nominees and affiliates will be liable to any persons in any way for any loss which may be suffered as a result of the sale by the Bank of his/her bonds / notes in accordance with the Terms and Conditions of the operation of his/her bank account and bonds / notes with the Bank.
4. 客戶僅此確認，客戶認購債券/票據之決定乃根據個人判斷，而非依靠任何由銀行或債券/票據之發行人（包括彼等各自之代理人或僱員）提供的通訊（文字或口述）以作投資意見或作為認購債券/票據之建議。客戶亦沒有獲得由銀行提出有關債券/票據之任何預期淨回報保證，及客戶充分了解客戶認購的債券/票據之性質及附帶風險。就有關之債券/票據是否適合或適宜客戶，發行人或銀行並無對客戶之個別情況作出任何聲明。客戶沒有倚賴從發行人或銀行收到之任何（書面或口頭）通訊作為投資意見或購買有關之債券/票據之推薦。發行人或銀行並無就有關之債券/票據向客戶提供任何稅務、法律或財務意見；客戶瞭解，因客戶投資有關之債券/票據而須承受之損失風險，以及就客戶之財務狀況、環境及目標而言，客戶是否適合承受該等風險。Customer confirms that his/her decision to subscribe for the bonds / notes is based on his/her own judgment without relying upon any communication (written or oral) of the Bank or the Issuer of the bonds / notes (including their respective agents or employees) as investment advice, or as recommendation or whatsoever, to subscribe for the bonds / notes nor has he/she received any assurances from the Bank concerning the expected net return on the bonds / notes, and he/she is fully aware of the nature of the bonds / notes subscribed and the risks associated with the bonds / notes. Neither the Bank nor the Issuer of the bonds / notes has made any representations to him/her with regard to the suitability or appropriateness of the related investment to his/her individual circumstances. Neither the Bank nor the Issuer of the bonds / notes has provided him/her with any tax, legal or financial advice in relation to his/her investment in the related investment. Customer understands the extent of the risk of loss to which he/she is exposed as a result of his/her investment in the related investments and the extent to which such risk is appropriate for me/us in light of his/her financial sophistication, circumstances and objectives.

本人(等)同意使用一次性密碼以確認及接受貴行電子綜合章則及條款的内容和法律目的，包括作為法律程序中的證據，及將之等同本人(等)真實並具有同等的法律效力的簽名。I/we expressly agree the using of One-Time-Password to confirm my/our acceptance of the Bank's Electronic Master Terms and Conditions and shall be considered, for all contractual and legal purposes, including for evidence in legal proceedings, as being a truth and valid signature of mine/us to which the signature is attributed, binding me/us to the terms and conditions set in the Electronic Master Terms and Conditions.

本人(等)確認已閱讀並完全明白綜合章則及條款的内容，並同意將本人(等)簽名附加在綜合章則及條款的最後一頁上。本人(等)進一步同意，銀行可能會不時修改綜合章則及條款，並以任何方式將修改提前30天通知本人(等)，如本人(等)不提出任何問題或在通知後的30天內終止簽訂合同，則視為同意受其修正的約束。I/we confirm having read and fully understood the contents of this Master Terms and Conditions and agree to be bound by the same by attaching my/our signature on the last page of the Master Terms and Conditions. I/we further agree that the Bank may revise the Master Terms and Conditions from time to time, and the amendments shall be notified 30 days in advance to me/us by any method, and if I/we don't raise any questions nor terminate the contract within 30 days after notified, it's deemed to agree to be bound by the amendments thereto.

S.V.

客戶簽署 Customer(s)' Signature(s)

日期 Date (日 DD / 月 MM / 年 YY)