

DBS BANK (HONG KONG) LIMITED CORPORATE INTERNET BANKING (CIB) SERVICES

TERMS AND CONDITIONS

These DBS Bank (Hong Kong) Limited Corporate Internet Banking ("CIB") Services Terms and Conditions ("Terms and Conditions") contain the general terms and conditions governing the provision of CIB Services by DBS Bank (Hong Kong) Limited in Hong Kong.

In these Terms and Conditions, "you" and "your" means the customer and its successors and assigns. "We", "our", "us" and "the Bank" refers to DBS Bank (Hong Kong) Limited and its successors and assigns or to any "Bank Member" (as defined below) if any services are being provided by a Bank Member under these Terms and Conditions. A "Party" may refer either to the customer or DBS Bank (Hong Kong) Limited and its successors and assigns.

1. INTERPRETATION

1.1 In these Terms and Conditions, unless the context otherwise requires:

"Account" means any account of yours maintained with us which is accessed by you through the CIB Services, and includes the Accounts referred to in **Clause 6.4** and any other Account in addition to or in substitution for the Account originally accessed by you through the CIB Services;

"Bank Member" means any of our subsidiaries, our ultimate holding company, any corporation in our group (being a corporation in which an equity interest is held by any of the foregoing entities) or any bank or member of a bank group with whom we have entered or may enter into any form of alliance;

"Channel" means the internet website at <https://newideal.dbs.com> from time to time as well as such other prescribed location, venue or resource of ours on the internet which is similar or functionally analogous or associated to such internet website;

"CIB Services" means the services that we make available to you under these Terms and Conditions;

"Content" means any information, images, links, sounds, graphics, video, software or other materials, including quotes, news and research data, make available through the CIB Services;

"Digital Signature" has the meaning ascribed in Section 2 of the Electronic Transactions Ordinance (Chapter 553);

"Electronic Instructions" means any communication, instruction, order, message, data, information or other materials received by us via the CIB Services and referable to your Security Codes or those of your Users (including use of your Security Codes or those of your Users by any person, whether authorized or unauthorized by you or your Users), from you or purporting to come from you or from your Users or purporting to come from your Users;

"File Transfer" means a batch of instructions in respect of the CIB Services contained in a file downloaded from your database;

"Login ID" means a sequence of numbers and/or letters and/or a set of challenges and responses generated by the System or a Security Device being identification for purposes of logging on to the CIB Services;

"Mandate" means all written authorizations and mandates provided by you to us, whether by way of a board resolution from your company or otherwise;

"Providers" means:

- (a) any person, firm, company or organisation in Singapore or otherwise, including any third party, which, from time to time, participates or is involved, directly or indirectly, in providing services or products through the CIB Services;
- (b) any person or organisation to whom we outsource certain functions or activities or who provide administrative, telecommunication, computer, payment, collection, security, clearing, credit reference or checking, or other services or facilities to us relating to operation of our business;
- (c) any digital certification authority, regulatory authority, electronic, computer, telecommunication, financial or card institution, data centre, facilities management or hosting service provider, call centre, outsourced service provider, internet service provider, equipment and software providers and other service provider and/or network provider involved in providing the CIB Services or any other ancillary or supporting service from time to time; and
- (d) our agents or storage or archival service providers (including but not limited to any provider of any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storage, and/or filing any documents or items on which your name and/or other particulars appear, or any data or records or any documents whatsoever;

"Security Code" means the Login ID and any other personal or log-on identification numbers or passwords, Security Devices and other codes and access procedure for use in connection with access to and use of the CIB Services issued by us from time to time;

"Security Device" refers to a security token, any electronic device with encoded electronic strip and/or chip to provide user identification and/or digital signature generation or such other device, equipment, machine or

method which we provide to you from time to time for accessing and/or using (as the case may be) the CIB Services when used together with the Login ID;

"System" refers collectively to the hardware, server system, data processing system, security system, computer teletransmission and telecommunications system, operating system, dedicated applications and all software, as may be upgraded, modified or altered from time to time, used for the purpose of providing, supporting and/or otherwise referable to the CIB Services;

"Terms and Conditions" means these provisions and all amendments made in accordance with **Clause 16.6**;

"Transactions" means any transaction or operation made or performed, processed or effected through the CIB Services by you or any person purporting to be you, by any of your Users or any person purporting to be your User, acting on your behalf or purportedly acting on your behalf, with or without your consent, including:

- (a) any payment or fund transfers from the Account; and
- (b) factoring and trade finance transactions; and
- (c) any administrative function including without limitation the request for issuance of new Security Codes and unlocking of any Account or Security Device; and
- (d) any other banking transaction that may be made available through the CIB Services from time to time;

"User Guide" means such User Guide or document (including electronic records), setting out instructions on the use of the CIB Services, as may be amended by us from time to time;

"Users" means the persons whom you have authorized or are deemed to have authorized to access and use the CIB Services on your behalf including person(s) whom you have authorized or are deemed to have authorized to act as your administrator(s) to administer certain administrative functions relating to the access and use of the CIB Services including, without limitation, submitting request for issuance of new Security Codes and unlocking of any Account or Security Device. Any person entering a Login ID and using or entering its corresponding Security Code provided to any person authorized by you will be deemed to be authorized by you.

1.2 Words importing the singular also import the plural and vice versa. References to natural persons include bodies corporate and vice versa; and references to one gender include a reference to the other.

2. SECURITY

2.1 You shall comply with all requirements, instructions and specifications relating to Security Devices and/or Security Codes (including without limitation any registration and activation procedures) as we may prescribe at any time and from time to time at our sole and absolute discretion. Without prejudice to the generality of the foregoing, you shall and you shall procure that none of your Users shall at no time (a) activate or attempt to activate or register a Security Device and/or Security Code issued to another person or (b) permit a Security Device and/or Security Code issued to you or your Users to be activated or registered by another person.

2.2 The Security Codes may be dispatched by us to you and your Users, at your risk: by mail to your last known address or in such other manner as we may prescribe. You agree to hold us harmless if any other person obtains possession of any of the Security Codes to you and your Users.

2.3 You are responsible for the confidentiality and use of your and your Users' Security Codes. You will use the best endeavors to preserve the integrity and security of the CIB Services and maintain such integrity by ensuring no unauthorized use of any Security Code, Security Device or the CIB Services. **Provided you comply with this obligation and Clause 2.7 below, and have not been dishonest or grossly negligent, you shall not be liable for any unauthorized transactions due to:**

- (a) a crime that is not prevented by the security system of the CIB Services; or
- (b) a human or system error caused by or which is under our control; or
- (c) negligence or fraud of us or our staff; and

you shall be entitled to reimbursement from us for any direct loss suffered by you as a result of unauthorized transactions if the loss is attributable to any of the foregoing causes **but we shall not have any further or other obligations or liabilities to you howsoever arising.**

2.4 Unless we receive written notice from you under **Clause 3.1**, we may rely and act on the correct entry of a Login ID together with the use or entry of the corresponding Security Code(s) as conclusive evidence of the authenticity of the data or instruction and authority of the originator of such data or instruction and hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you or your Users and you waive all rights and remedies against us, our Bank Members and the Providers in respect of any loss, damage or expense thereby arising. You will be responsible and shall be liable for all Transactions.

- 2.5 You agree to use Digital Signatures and/or the Security Codes as a security procedure in relation to all instructions and data which are signed with Digital Signatures and/or referable to your or your Users' Security Codes. Unless we receive written notice from you under **Clause 3.1**, we may rely on such Digital Signatures and/or Security Codes as conclusive evidence as against you that data and instructions signed with such Digital Signatures and/or referable to your or your Users' Security Codes are authorized by you.
- 2.6 We may at any time and from time to time at our sole discretion cancel without notice the use, or require the replacement or modification, of any Security Device and/or Security Codes and we shall not be liable to you for any loss or damage as a result thereof.
- 2.7 You acknowledge and confirm that your Users are severally and/or jointly (as the case may be) empowered and authorized to give orders or instructions through CIB Services on your behalf, even if such orders or instructions conflict with the terms of any other mandates given by you at any time concerning your accounts. You further acknowledge and confirm that your Users shall act as your agent when accessing and/or using the CIB Services, in relation to your Account. All use and/or access of the CIB Services by your Users shall be deemed your use. All references to your use of the CIB Services shall be deemed to include your Users' use and/or access where applicable. You shall procure and ensure that each of your Users is aware of, subject to and complies with the terms of these Terms and Conditions in relation to your Account. If any User to whom the Security Codes are given is no longer authorized to use the CIB Services in relation to your Account, you shall immediately notify us.
3. **UNAUTHORISED ACCESS TO SECURITY DEVICES**
- 3.1 You will notify us immediately if you reasonably believe that any Security Device is compromised or if there has been any unauthorized use of the Security Codes. Oral notice must be followed within 24 hours by written notice.
- 3.2 Once you notify us under **Clause 3.1** of a compromised Security Device or any unauthorized use of the Security Codes, we will as soon as reasonably practicable cancel the compromised Security Device and/or Security Codes and use all reasonable endeavors to stop the processing of outstanding instructions originating from the compromised Security Device and/or Security Codes. If you wish any such instructions to be carried out, any person duly authorized to act on your behalf in this respect may re-instruct us to carry out those instructions. **You will be bound by all instructions and Transactions resulting from any instruction made which are referable to your or your Users' Security Code which we relied upon prior to such cancellation, or the processing of which we, using all reasonable endeavors, were unable to stop. Following the occurrence of any event referred to in this Clause, we may at our discretion issue replacement Security Device and/or Security Codes and charge a replacement fee.**
- 3.3 We are not deemed to have received any notice given under **Clause 3.1** unless we have acknowledged receipt in writing. Such notice will be acknowledged as soon as reasonably practicable.
4. **ELECTRONIC INSTRUCTIONS**
- 4.1 We, our Bank Members and the Providers are under no obligation to investigate the authenticity or authority of persons effecting the Electronic Instructions or to verify the accuracy and completeness of the Electronic Instructions. Accordingly, we, our Bank Members and the Providers may treat the Electronic Instructions as valid and binding on you notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the terms of the Electronic Instructions. You agree that we shall not be liable for any loss, damage or expense suffered by you as a result of:
- Electronic Instructions being inaccurate, inadequate or incomplete in any way; or
 - any failure, refusal, delay or error by any third party through whom any such Electronic Instruction is transacted.
- 4.2 If you request us to cancel or amend the Electronic Instructions, we will endeavour to give effect to such request on a commercially reasonable effort basis. However, we are not obliged to give effect to any request to cancel or amend any Electronic Instructions.
- 4.3 You acknowledge and agree that we may at any time:
- at our sole discretion and without stating reasons, require that you identify yourself by alternative means;
 - require any Electronic Instructions to be confirmed through alternative means (in writing given in person at a branch, by fax, and etc.);
 - decline to act on the Electronic Instructions at any time without prior notice or giving any reason, including to:
 - refrain from acting promptly upon any Electronic Instructions in order to verify the authenticity thereof; or
 - decline to act on the Electronic Instructions where they are ambiguous, incomplete or inconsistent with your other Electronic Instructions or instructions, information and/or data; or
 - decline to act on the Electronic Instructions which may have lapsed, been rendered invalid due to failure to comply with applicable conditions or are cancelled by the relevant regulatory or governmental body; or
 - decline to act where any Electronic Instructions would cause you to exceed your applicable transaction or Account limits; or
 - decline to act where any Electronic Instructions would result in any insufficiency of funds; or
 - determine the order of priority in effecting the Electronic Instructions, the Transactions and other existing arrangements you have made with us (for example, cheques, standing orders and Interbank transfers);
- without incurring any responsibility for loss, liability or expense arising out of so declining to act.
- 4.4 You agree and acknowledge that Electronic Instructions may not be received by us, processed immediately, around the clock or in a timely manner, and that we will not thereby be liable for any loss, damage or expense.
- 4.5 Where we choose to act on Electronic Instructions, we act on a commercially reasonable effort basis and are not responsible for any acts and omissions while acting in a reasonable manner in discharging the Electronic Instructions.
- 4.6 Notwithstanding the termination of these Terms and Conditions, we may (but are not obliged to) carry out any outstanding Electronic Instructions made prior to the termination of the CIB Services.
5. **HARDWARE AND SOFTWARE REQUIREMENTS**
- 5.1 You will provide your own facilities (including terminal, ancillary basic software, modem, and telecommunications facilities) for accessing and using the CIB Services. We will notify you of the minimum hardware and software requirements from time to time in connection with the CIB Services (the "**Minimum Requirements**").
- 5.2 We may at any time upgrade, modify or alter the CIB Services by giving you at least one month's notice. You will make any necessary alteration to your own facilities to facilitate continued access to and use of the CIB Services. For one month after such upgrade, modification or alteration, we will provide you with reasonable assistance in the event of any resulting difficulties.
- 5.3 At your request, we may at our sole discretion agree to license to you any software we may have developed for the CIB Services (the "**Software**") together with the User Guide containing the Software's features, functions and operation instructions. The licensing will be on the following terms:
- You must specify in your request the number of copies of Software required, the machines and the location of the machines on which each copy is to be installed;
 - We will deliver to you such number of copies of the Software which we agree to provide, for installation on such machines as we are agreeable to;
 - We will, upon delivery of the Software to you, grant you a non-exclusive royalty free right for the term of these Terms and Conditions to use the Software solely on the machines referred to in **Clause 5.3(b)** above;
 - You undertake not to make copies of, distribute, modify, or reverse engineer the Software;
 - All warranties made by us and all responsibilities and/or liabilities of ours have been expressly set out in these Terms and Conditions and all implied warranties, responsibilities and/or liabilities on our part (whether implied by law or otherwise) are expressly and absolutely excluded;**
 - We warrant we are the lawful licensee of or have all legal rights to make available to you use of the Software in accordance with these Terms and Conditions.
- 5.4 At your request, we may at our sole discretion assist you to install the Software on the following terms and conditions:
- We will assist you to install the Software on the machines referred to in **Clause 5.3(b)** at such dates and times as agreed, provided that we will not install the Software at a date and time outside our business hours;
 - We are not required to:
 - ensure that the Software is compatible with or able to run on your computer system and that your computer system is configured to run the Software;
 - ensure that your computer system or any programmes on your computer system will not cause conflicts with the Software;
 - correct errors or defects to your computer system or any programmes on your computer system howsoever caused; or
 - ensure software support and maintenance of the Software on your computer system or of your computer system;
 - We may impose a charge/fee for assisting you to install the Software;**
 - We will appoint an employee or agent to assist you in installation. You will appoint an employee or agent to liaise with our employee or agent. You will procure that your employee or agent cooperates with our employee or agent and complies fully and promptly with all reasonable directions given by our employee or agent or by us in respect of the installation of the Software;
 - While it is our policy to ensure that the installation of the Software is carried out with due diligence and care, we do not warrant the quality of the installation and expressly exclude all implied warranties (whether implied by law or otherwise). We**

- have no responsibility or liability to you in contract, tort (including negligence or breach of statutory duty) or otherwise for any damages expenses or costs (whether direct or indirect, or whether foreseeable or not) which you may suffer or incur arising from or referable to the installation of the Software or the operation of the Software, unless this is caused by our negligence or fraud or that of our officers, employees or agents.**
- 5.5 You will comply with the User Guide and keep, and use best endeavors to procure any person given access to the User Guide keep, confidential all information contained in the User Guide, unless such information is already in the public domain through no breach of yours or your employees, agents or other representatives. You must not, nor permit any person to, make copies of all or part of any User Guide other than for the purpose of your own access or use of the CIB Services.
6. **ESTABLISHMENT OF SERVICES AND ACCOUNTS MANDATES**
- 6.1 You will provide us in writing the Mandate for each CIB Services and each User and you will provide, and if required by us, procure that each of your Users provide, an acknowledgement in writing of receipt of the Security Device and the Security Codes issued by us in the form and manner prescribed by us from time to time. Upon our receipt of the duly completed Mandate and, where required by us, subject to our receiving the duly signed acknowledgement in writing of the Security Device and the Security Codes issued by us to the relevant parties, we will input such information into the System and activate the System to capture the same as soon as reasonably practicable.
- 6.2 We are not obliged to input any of the information or to activate the System if we are of the view that there is any discrepancy, ambiguity, or contradiction in such information. **However, we will not be liable for any losses, damages, costs and expenses which you may suffer or incur if we reasonably proceed to input any of the information or to activate the System despite such discrepancy, ambiguity, or contradiction.**
- 6.3 The Mandate for each CIB Services and of each User applies only in relation to the CIB Services. Any change to the Mandate for an CIB Services will in no way affect the Mandate for any other service provided by us (whether it be another CIB Services or a service provided under other agreements), and *vice versa*.
- 6.4 You shall open and/or maintain an account or accounts (hereinafter called "the said Account") with us in accordance with our standard terms and conditions governing accounts. In the event that your close the said Account, the CIB Services will also be terminated and the provisions of **Clause 13.3** will apply.
7. **USE OF CIB SERVICES**
- 7.1 We are not deemed to have properly received any data or instructions transmitted via the CIB Services until the CIB Services indicates that such data or instructions are received by the host system of the CIB Services. We will as soon as reasonably practicable transmit an acknowledgement of such receipt. This acknowledgement only confirms that we have received such data or instruction.
- 7.2 Data or instructions given and received through the CIB Services after the relevant cut-off time on any day (as determined by us and notified to you in advance) will be treated as data or instructions given and received on the next day on which we are open for business. We may process such data or carry out such instructions on such next day provided that such data or instructions may still be feasibly and reasonably processed or carried out (as we may determine in our sole discretion). If such data or instructions cannot be feasibly and reasonably processed or carried out (as we may determine in our sole discretion), we may refrain from carrying out such data or instructions without notice to you.
- 7.3 You acknowledge that banking and other services made available via the CIB Services are subject to limitations and that you may not be able to effect certain transactions via the CIB Services even if such transactions could be effected when instructions are given to us otherwise than via the CIB Services. You also recognize that there may be occasions where the CIB Services are disrupted or delayed from time to time for whatever reason and are not available for access or use. We will, on such occasions, use all reasonable endeavors to re-establish the CIB Services as soon as reasonably practicable.
- 7.4 We may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the Channel, the CIB Services, the Security Codes or any information, services or products provided therein and shall not be liable if any such upgrade, modification, suspension or alteration prevents you from accessing the CIB Services. The information provided through the CIB Services including the specifications, prices, availability and other details of the products and services provided through the CIB Services may be modified, deleted, or replaced from time to time and at any time at our absolute discretion.
- 7.5 We do not warrant that the CIB Services or any of the Content or the Security Codes will be provided uninterrupted or free from errors or that any identified defect will be corrected; further, no warranty is given that the CIB Services, the Security Codes and the Content is free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros.
- 7.6 We, our affiliates and the Providers shall in no event be liable to you or any other person for:
- any indirect, incidental, special, consequential, punitive or economic loss, expense or damage arising from or in connection with any access, use or the inability to access or use the Channel, the CIB Services, the Content, or reliance on the Content, howsoever caused and regardless of the form of action (including tort or strict liability); and/or
 - any downtime costs, loss of revenue or business opportunities, lost profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment including software; even if we are advised of, or otherwise might have anticipated, the possibility of such loss, damage or expense.
- 7.7 You must ensure that only Users with proper and valid authority (in quantum, type of transaction and howsoever otherwise) send or transmit or authorize the sending or transmission (within any limits set by you on the relevant Users) of data and instructions, created online real-time or via a File Transfer, to us.
8. **BLANKET TRUST RECEIPT**
- 8.1 In consideration of the Bank, at your request agreeing to deliver to you the merchandise or document(s) of title thereto as set out in the documentary credit details list, provided from time to time to the Bank online under the CIB services and to be pledged to the Bank as security for the due payment of Bill(s) of Exchange under any Letter(s) of Credit which the Bank may agree to open at your request under the CIB service and for the repayment of advances made by the Bank against such bills, letters of credit and/or other liabilities or indebtedness due and owing by you to the Bank, you hereby undertake and agree:
- To receive, land, store or warehouse and hold the said merchandise or document(s) of title thereto as Trustee(s) for the Bank and on the Bank's behalf at your sole risk and expense and in the event of the said merchandise or any portion thereof being sold before repayment in full of the said advances with interest and charges and/or other liabilities or indebtedness aforesaid the proceeds of such a sale, which shall not be for an amount less than the invoice value stated in the Documentary Credit details provided online under the CIB service unless otherwise authorized by the Bank in writing, shall be received by you as Trustee(s) for the Bank and on the Bank's behalf and shall be paid over to the Bank specifically and immediately as and when the same are received;
 - Not to mortgage, charge, pledge or otherwise encumber nor sell nor dispose of all or any of such merchandise or any interest therein on credit or otherwise without the Bank previous consent in writing;
 - To keep the proceeds of any sale of such merchandise separate and apart from any other funds at the Bank's entire disposal;
 - To insure and at all times keep insured such merchandise against all insurable risks including fire and any other risk which the Bank may think fit to their full insurable invoice value at your cost and expense with an insurance company approved by the Bank and to hold the insurance policy(ies) and any proceeds received thereunder as Trustee(s) for and on the Bank's behalf and in the event of loss or damage to collect the insurance money as speedily as possible and to hand over to you any amounts received from the insurance company;
 - That the Bank has the full liberty and authority to cancel this Trust at any time;
 - That if the whole or any part of such merchandise is sold, that the Bank are hereby granted full authority to collect the proceeds of sale or payment thereof directly from the purchaser(s) of such merchandise without reference to you;
 - To surrender to the Bank without reserve on demand by the Bank all merchandise (or documents of title thereto) or proceeds of sale of the same in the event of any bankruptcy, winding-up, dissolution, suspension or failure or assignment for the benefit of your creditors or appointment of a receiver of any of your goods or property or on the non fulfillment of any obligations or on the nonpayment at maturity of any bills or drafts drawn on or accepted or endorsed by you under any documentary credit issued by the Bank on your account or on non-payment or non-satisfaction of any indebtedness or liabilities due from you to the Bank. Upon any such events aforesaid, all your obligations, acceptances, indebtedness and liabilities whatsoever whether actual or contingent now or hereafter due and owing to the Bank shall thereupon (with or without notice by the Bank) mature and become forthwith due and payable and the Bank may debit your account with the Bank for the same accordingly.
9. **DISCLOSURE AND SECURITY**
- 9.1 We and our officers, employees and agents are authorized to provide or disclose:
- necessary for the purpose of giving effect to any instruction given using the CIB Services or complying with the order of any court or government or regulatory authority in any jurisdiction, to any person;
 - to any agent, contractor or correspondent engaged by the Bank for the purpose of carrying out or procuring the carrying out of any of the matters under or contemplated in these Terms and Conditions (including the CIB Services);

- (c) to any digital certificate authority, regulatory authority, electronic, computer, telecommunication, financial or card institution involved in the CIB Services from time to time; or
- (d) to any Bank Member;
- any information whatsoever relating to you and your account(s) as we may, in our discretion, consider necessary to provide or disclose.
- 9.2 We will take all commercially reasonable precautions to preserve the integrity and confidentiality of information relating to you and your account(s) provided to us pursuant to these Terms and Conditions.
- 9.3 We (or our officers, employees or agents) may be required to disclose information to persons whose principal place of business is outside your jurisdiction of incorporation, place of business or location of account(s) (the "Relevant Jurisdiction") and such information, once disclosed, may be collected, held, processed or used by the recipient in whole or part outside the Relevant Jurisdiction.
10. **REPRESENTATIONS AND WARRANTIES**
- 10.1 You represent and warrant at all times that:
- all particulars of yours that you give us from time to time for purposes of or in connection with the CIB Services are accurate;
 - you are (i) validly existing; (ii) not insolvent; and (iii) legally capable and has the power to enter into and perform and comply with its obligations under these Terms and Conditions; and
 - all conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order (i) to enable you to lawfully enter into and perform and comply with its obligations under these Terms and Conditions; and (ii) to ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.
- 10.2 You undertake to ensure, and represent and warrant, that all instructions bearing your Login ID and corresponding Security Code (and in the case of instructions sent via a File Transfer, both as a whole and in respect of each instruction comprising the file) sent to us using the CIB Services and all Transactions using the CIB Services are and will be:
- complete, accurate, true and correct (and we have no obligation to check any such information and/or instructions to ascertain their completeness, veracity and accuracy); and
 - duly authorized or sent or transmitted or authorized to be sent or transmitted by such persons as are duly authorized by it to send or transmit or authorize the sending or transmission of such instructions.
11. **LIMITATION OF LIABILITY**
- 11.1 **You acknowledge there are certain security, corruption, transmission error and access availability risks associated with using open networks and expressly assume such risks. We make no warranty or representation as to the foregoing. You are satisfied with the adequacy and suitability of the CIB Services as a delivery mechanism for data and instructions and of the security procedures.**
- 11.2 **Notwithstanding anything to the contrary, we are not liable for (except to the extent that the same is caused by our negligence or fraud) any damages, losses, costs and expenses (whether direct or indirect, and whether foreseeable or not) which you may suffer or incur arising from:**
- any errors, defect, breakdown, deficiency, malfunction or failure in respect of the System, the Software, Security Device, Security Code or any other equipment software or telecommunication system (whether belonging to or operated by us or otherwise) howsoever caused;
 - any act or failure to act by any other financial institution or other third party;
 - any event or circumstance beyond the Bank's control;
 - loss of profit or any indirect, special or consequential loss or damage, regardless of the form of action;
 - any breach of security or unauthorized use, delay, corruption or transmission error and unavailability of access associated with using the CIB Services; or
 - any information in relation to the System being inaccurate in any manner whatsoever;
- whether or not we had notice of the same.
- 11.3 We may use agents, contractors or correspondents (collectively the "Sub-contractors") to carry out or procure the carrying out of any of the matters under or contemplated in these Terms and Conditions (including the CIB Services) provided that we use reasonable care in selecting the Sub-contractors.
12. **CHARGES AND TAXES**
- 12.1 **You must pay all our charges for providing the CIB Services and any and all ancillary services (including any transaction processing fee/charge) in accordance with the scale of charges agreed between the Parties. If we cannot reach agreement on any increase to such charges, then we may immediately suspend or terminate these Terms and Conditions and/or your access to the CIB Services or any individual module or electronic banking service comprising the CIB Services without any liability in which case the provisions of Clause 13.3 will apply. You authorize us to debit such charges, costs and expenses, and any GST (as defined in Clause 12.2), from any of your account(s) with us without reference to you (unless we receive your instruction that a specified account will be used for such purpose.**

Provided always that if the funds in such specified account are insufficient to settle such charges, costs, expenses and GST, you agree that we are at liberty to debit your other account(s) with us for settling such charges, costs, expenses and GST without further notice to you). At your request, we will furnish a list of all charges, costs and expenses applicable to this Clause 12 and the respective prices.

- 12.2 **If any goods and services tax ("GST") (which expression includes any tax, by whatever name called, of a similar nature that may be substituted for it or levied in addition to it) is now or subsequently chargeable by law on any payment, you will pay such GST in addition to all other sums payable by you. If we are required by law to collect and make payment in respect of such GST, you will indemnify us against such payments.**
13. **TERMINATION**
- 13.1 You may give us not less than 14 days' written notice at any time to:
- terminate your use of the CIB Services; or
 - terminate your use of any individual module or electronic banking service comprising the CIB Services; or
 - withdraw any particular banking account of yours maintained with us for the CIB Services.
- 13.2 We may at any time by not less than 14 days' written notice to you suspend or terminate:
- your access to the CIB Services; or
 - your access to any individual module or electronic banking service comprising the CIB Services without any liability.
- No termination or suspension will affect any instruction given by you which is properly received by us prior to expiry of such notice.
- 13.3 If either Party gives notice to terminate access or use of the CIB Services or any individual module or electronic banking service (as the case may be), you agree that:
- 24 hours before the expiry of such notice of termination, you will cease to use any Security Device in respect of such module or electronic banking service and/or the CIB Services (as the case may be); and
 - if your access or use of the CIB Services is terminated, you will return to us the User Guide, all copies (if any) and all Security Device(s) and all materials containing all Software (if any) and all copies (if any). You will also delete such Software from any system and pay all charges, costs and/or expenses due to us under these Terms and Conditions.
14. **RECORDS CONCLUSIVE**
- 14.1 You accept our records of any and all instructions, communications, operations or transactions made or performed, processed or effected through the CIB Services or relating to the CIB Services (except for manifest error) as final and conclusive and the same are binding on you for all purposes. The Parties agree that all such records are relevant and admissible in evidence and that neither will dispute the accuracy nor the authenticity of the contents of such records merely on the basis that such records were produced by or are the output of a computer system, and waive any of their rights (if any) to so object.
- 14.2 Without prejudice to Clause 14.1, where you receive or download from the System any statements or records of any of the aforesaid instructions, communications, operations or transactions, you must inform us of any mistake or omission or disagreement within 90 days from the date the relevant instructions, communications, operations or transactions were executed. If you fail to do so, you agree you no longer have the right to dispute the accuracy of such statement of record. We will treat your silence as a representation from you that such statement or record is accurate.
15. **NOTICES**
- 15.1 Unless these Terms and Conditions state otherwise, all notices, demands or other communications ("Notices") required or permitted to be given or made under these Terms and Conditions:
- by us may be in writing and delivered personally or sent by post or by prepaid registered post or by facsimile or by electronic mail addressed to the intended recipient and sent to the address, facsimile number or electronic mail address last registered with us; and
 - by you will (unless these Terms and Conditions otherwise specify) be in writing (other than by electronic means) and in relation to the CIB Services provided by us in Hong Kong, delivered personally or sent by post or by prepaid registered post to the address stated below (or such other address as notified by us to you):
 DBS Bank (Hong Kong) Limited
 16th Floor, The Center
 99 Queen's Road Central
 Central, Hong Kong
 Attention to: Global Transaction Services
- 15.2 You are deemed to receive any Notice sent by us in respect of the CIB Services two days after the date of posting (if sent by post) or immediately (if delivered personally, by facsimile transmission or by electronic mail). We are deemed to receive any Notice sent by you only on actual receipt.
- 15.3 This Clause 15 relates only to Notices in respect of matters concerning these Terms and Conditions. Unless these Terms and Conditions state

otherwise, the means of communications in respect of services made available by us via the CIB Services are governed by the terms of the relevant agreement between us relating to such services.

- 15.4 **Governing Language:** The Chinese version of these terms and conditions are for reference only. If there are inconsistencies between the English and Chinese versions, the English version shall prevail for all purpose.
16. **MISCELLANEOUS**
- 16.1 **Rights to Software, User Guide, Security Devices:** You acknowledge that you do not acquire any proprietary rights (including intellectual property rights) in and to the Software, the User Guide or any Security Device. To the extent that you may acquire any such rights, you agree to transfer and assign and do hereby transfer and assign these rights to us, and to sign any additional documents we may require to effect this.
- 16.2 **Information Transmitted by Us:** Any data information or message transmitted to you through the System is confidential and intended for the sole use of the intended recipient. If you are not the intended recipient, you should notify us immediately. You will not disclose copy disseminate or use the same but will immediately delete the same (and all copies) from your computer system and destroy all hard copies.
- 16.3 **Continuing Effect:** The termination of your access to and use of the CIB Services will not affect any provision of these Terms and Conditions which is capable of being performed and/or which survive, operate or continue to have effect after such termination. Termination will not prejudice any right of action already accrued to a Party in respect of any breach of the provisions of these Terms and Conditions by the other Party.
- 16.4 **Severability:** If any provision of these Terms and Conditions is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from these Terms and Conditions and rendered ineffective where possible without modifying the other terms of these Terms and Conditions.
- 16.5 **Prevailing Terms and Conditions:** In addition to these Terms and Conditions, our prevailing terms and conditions governing your account(s) and the various services available on CIB Services will apply and bind you. If there is any conflict between the said terms and conditions and these Terms and Conditions the latter will prevail.
- 16.6 **Amendments and Variations:** We may, by notice to you, add to, amend or vary these Terms and Conditions or the User Guide at our absolute discretion. Such notice or amendments or a set of the revised Terms and Conditions will be given, exhibited and/or publicized in the form set out in **Clause 15** or via the CIB Services or any graphical user interface or electronic text page set up in or as part of the CIB Services or through any media. Upon the giving, exhibition or publication of such notice, amendments or revised Terms and Conditions, you and any User shall be deemed to have notice of such amended Terms and Conditions. If you or any User continue to use the CIB Services after the effective date of such addition, amendment or variation you are conclusively deemed to have agreed to the same.
- 16.7 **Assignment and Transfer:** Use of and access to the CIB Services is personal to you. You may not assign any benefit which you may receive under these Terms and Conditions to any third party without our written consent. We may transfer any or all of our rights and obligations under these Terms and Conditions without your consent to any Bank Member. Once we notify you of the transfer, the transferee will assume all transferred rights and obligations and we will cease to be entitled to the transferred rights and be released from the transferred obligations, from the date of the transfer.
- 16.8 **Personal Data:** You agree to be bound by the Bank's Data Policy which will apply to all data provided by you as well as to data arising as a result of use of the CIB Services. A copy of which is available from the Bank's website: www.dbs.com/hk or at any branch of the Bank in Hong Kong.
- 16.9 **Governing Law and Submission to Jurisdiction:** These Terms and Conditions are governed by the laws of Hong Kong and you agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

條款及細則

星展銀行(香港)有限公司商業網上理財服務條款及細則包含了適用於星展銀行(香港)有限公司於香港提供的商業網上理財服務的一般條款及細則。

就本條款而言，“您”和“您的”意指客戶及其繼任者、指定者。“我們”、“我們的”和“本行”意指星展銀行(香港)有限公司及其繼任者、指定者，或在本條款下提供任何服務的任何銀行成員(定義如下)。“當事人”可指客戶或可指星展銀行(香港)有限公司及其繼任者和指定者。

1. 釋義

1.1 就本條款而言，除非上下文另有規定：

“**賬戶**”意指您可通過商業網上理財服務查閱 / 取用您在本行開立的任何賬戶，及包括在下述第 6.4 條規定的賬戶及任何其他新增或取代您可通過商業網上理財服務查閱 / 取用的原有賬戶的賬戶；

“**銀行成員**”意指我們的任何分行、最終控股公司、我們集團的任何公司(由上述任何實體持股的公司)，或者任何我們已經或可能與之組成任何形式的聯盟的銀行或銀行集團成員；

“**頻道**”意指互聯網網址 <https://newideal.dbs.com> 及我們在互聯網上與此互聯網網址相似或具有類似功能或有聯繫的其他地點或資源；

“**商業網上理財服務**”意指我們依據本條款向您提供的服務；

“**內容**”意指通過商業網上理財服務提供的任何信息、圖像、連結、聲音、圖形、視像、軟件或其他資料包括報價、新聞及研究數據；

“**數碼簽署**”含義見《電子交易條例》第 2 條 (第 553 章)；

“**電子指令**”意指我們經商業網上理財服務收到的任何通訊、指令、命令、消息、數據、信息或其他資料及可歸結由您或聲稱由您或由您的用戶或聲稱由您的用戶發出您的或您的用戶的保安編碼(包括無論由您或由您的用戶授權或不授權的任何其他人仕使用您的或您的用戶的保安編碼)；

“**文件傳輸**”意指包含在從您的數據庫中下載的一個文件中的關於商業網上理財服務的一組指令；

“**登入編號**”意指為用作進入商業網上理財服務系統身份證明的一系列數字和 / 或字母和 / 或一組由系統或保安裝置編製的進入號碼及交易編碼；

“**委託指令**”意指由您提供給我們的一切書面授權和命令，不論是以您公司董事會決議的形式或其他形式；

“**供應商**”意指：

(a) 直接或間接地參與或牽涉通過商業網上理財服務提供產品或服務的位於星加坡或其他地方的任何人仕、商行、公司或組織，包括第三方；

(b) 承接我們外判某些功能或活動的任何人士或組織，或與我們業務操作有關而向我們提供行政、電信、電腦、付款、收款、保安、結算、信貸參考或檢測或其他服務或設備的人士；

(c) 不時牽涉提供商業網上理財服務或任何其他附屬或支援服務的任何數碼授權當局、監管當局、電子、電腦、電信、金融或制卡機構、數據中心、設備管理或主辦服務供應商、熱線中心、外判服務供應商、互聯網服務供應商、設備及軟件供應商及其他服務供應商和 / 或網絡供應商；及

(d) 負責執行、列印、郵寄、儲存、和 / 或歸檔有您的名稱和 / 或其他細節出現的任何文件或項目或任何數據或記錄或任何形式的文件的我方代理或儲存或檔案服務供應商(包括但並不限於任何電子儲存，檔案或記錄設備供應商)；

“**保安編號**”意指我們不時發出用作進入和使用商業網上理財服務的登入編號及任何其他個人或登入識別碼或密碼，保安裝置及其他編號和進入程序；

“**保安裝置**”意指保安編碼機，即任何採用編碼電子帶和 / 或芯片提供用戶識別碼和 / 或數碼簽署過程的電子裝置，或我們不時提供

給您與登入編號一起用來進入和 / 或使用(視情況而定)商業網上理財服務的其他類似裝置、設備、機器或方法；

“**系統**”統指需要不時升級、修改和 / 或變更的，用於提供、支持商業網上理財服務和 / 或其他可歸結為商業網上理財服務的硬件、服務器系統、數據處理系統、安全系統、電腦遠程傳輸和電信系統、操作系統、專用應用程序和所有軟件；

“**條款**”是指本條款規定和根據第 16.6 條所作的一切修訂；

“**交易**”意指由您或聲稱是您的任何人仕，由您的任何用戶或聲稱是您的用戶的任何人士，代表或聲稱代表您，無論是否經您同意通過商業網上理財服務產生或執行，處理或生效的任何交易或操作，包括：

- (a) 任何由賬戶產生的付款或轉賬；及
- (b) 發票理財及貿易融資交易；及
- (c) 任何管理功能包括但不限於申請發出新保安編號及任何賬戶或保安裝置解鎖；及
- (d) 不時可通過商業網上理財服務提供的任何其他銀行業務交易；

“**用戶指南**”意指不時可由我們負責修訂的，在商業網上理財服務使用說明中列明的用戶指南或文件(包括電子記錄)；

“**用戶**”意指獲得您的授權或被認為已經獲得授權，代表您進入及使用商業網上理財服務的人士，包括獲得您的授權或被認為已經獲得授權，作為您的管理員的人士，管理有關進入及使用商業網上理財服務的某些管理功能包括但不限於遞交出新保安編號及任何賬戶或保安裝置解鎖的申請。任何輸入登入編號，以及使用或輸入由您授權提供的相關保安編號的人士，都將被認為已經獲得您的授權。

1.2 有單數含義的詞彙也包含複數含義，反之亦然。指向自然人的定義也指向公司法人，反之亦然；指向一種性別的定義也指向另一種性別。

2. 保安

2.1 您將遵從我們隨時及不時自行規定有關保安裝置和 / 或保安編號(包括但不限於任何登記及啟動程序)的要求、指令及說明。在不違背上述情況下，您將及您將督促您的用戶在任何時間都不會 (a) 啟動或企圖啟動或登記發給其他人仕的保安裝置和 / 或保安編號或(b) 允許其他人仕啟動或登記發給您的或您的用戶的保安裝置和 / 或保安編號。

2.2 您將承擔由我們派遞保安編號給您及您的用戶的風險；以郵遞或我們規定的其他方式送至您最後通知我們的地址。如果任何其他人士擁有您的及您的用戶的保安編號，您同意我們不必就此承擔任何責任。

2.3 您應對您的及您的用戶的保安編號機密性及使用負責。您應盡最大努力維護商業網上理財服務的完整與安全，確保無未經授權而使用任何保安編號、保安裝置和商業網上理財服務。**倘若您遵從此項義務和以下第 2.7 條，並且沒有不誠實和顯著的疏忽，您將不會被要求因以下三種情況造成的未經授權的交易負責：**

- (a) **商業網上理財服務的安全系統沒有阻止的犯罪行為；或者**
- (b) **我們控制下的人為或系統錯誤引起；或者**
- (c) **我們或我們員工的疏忽或欺詐行為；而且**

您將有權要求我們對因上述原因引起的未經授權的交易對您造成的直接損失進行償付，**不過我們不應承擔更多其它的義務或債務。**

2.4 除非依據第 3.1 條我們收到您的書面通知，否則我們可根據和依照登入編號的正確輸入和相關保安編號的使用或輸入行事，並將其作為數據或指令真實性及其發出人的授權的不可推翻的證據及要求您對此負責，正如該些指令是由您或您的用戶執行或傳輸的。您同意放棄一切因此而要求我們、我們的銀行成員及供應商賠償任何損失、損害或費用的權利。您應對所有交易負責及承擔所有責任。

- 2.5 您同意使用數碼簽署和 / 或保安編號作為以數碼簽署和 / 或可歸結由您或您的用戶保安編碼發出的指令和數據的安全程序。除非依據**第 3.1 條**我們收到您的書面通知，否則我們可將該數碼簽署和 / 或保安編號作為不可推翻的證據，證明該數碼簽署和 / 或可歸結由您或您的用戶保安編碼發出的數據和指令已獲得了您的授權。
- 2.6 我們可隨時及不時自行決定取消任何保安裝置和 / 或保安編號的使用或所需更換或修改，並且不必通知您，及因而對您引起的任何損失或損害我們均不承擔責任。
- 2.7 您承認及確認您的用戶各自和 / 或共同(視情況而定)獲得准許及授權代表您通過商業網上理財服務發出命令或指令，即使該等命令或指令與您於任何時間就您的任何賬戶給予的委託指令中的條款有所抵觸。您進一步承認和確認您的用戶於進入和 / 或使用有關您的賬戶的商業網上理財服務時作為您的代理。您的用戶在商業網上理財服務內的所有使用和 / 或進入都將被認為是您的使用。在可適用的情況下，所有關於您使用商業網上理財服務都將被認為包括您的用戶的使用。您應督促及保證您的每一位用戶知悉及遵從本條款內有關您的賬戶的條款。如有任何獲發保安編號的用戶不再獲得授權使用有關您的賬戶的商業網上理財服務，您應立刻通知我們。
3. **未經授權而接觸保安裝置**
- 3.1 如果您有理由相信任何保安裝置受到危害或任何保安編號未經授權而使用，您應立刻通知我們。口頭通知後 24 小時內，必須進行書面通知。
- 3.2 一旦您依據**第 3.1 條**通知我們保安裝置受到危害或任何保安編號未經授權而使用，我們將在合理可行的範圍內，盡快撤銷受損保安裝置和 / 或保安編號，並採取合理措施停止對受損保安裝置和 / 或保安編號所發出的指令的處理。如果您希望執行任何此類指令，則可以通過在此方面的授權代表，重新指示我們執行這些指令。**對於在撤銷您的或您的用戶的保安編碼之前的指令及交易或我們採取合理行動仍未能停止處理的指令及交易，您將受到約束。在本條款引述的任何事件發生後，我們可自行決定是否更換保安裝置和 / 或保安編號及收取更換費用。**
- 3.3 除非有我們的書面確認，否則不得認為我們收到依據**第 3.1 條**所發出的任何通知。我們將在合理可行的範圍內，盡快確認此類通知。
4. **電子指令**
- 4.1 我們、我們的銀行成員及供應商沒有義務調查電子指令的真實性或執行電子指令的人是否獲授權或核對電子指令的精確性及完整性。我們、我們的銀行成員及供應商可視電子指令為合法及對您具約束力，不論在電子指令內有任何錯誤、欺詐、偽造、欠缺清晰或誤解。您同意我們均不須就您遭受由下述情況所引致的任何損失、損害或費用承擔任何責任：
- (a) 在任何情況下，電子指令不準確、不充分或不完整；或
- (b) 通過任何第三方辦理任何電子指令引致的任何失誤、拒絕、遲延或錯誤。
- 4.2 若您要求我們取消或修改電子指令，我們將在商業上合理可行的範圍內，盡力辦理該要求。但是，我們沒有義務辦理任何取消或修改任何電子指令的要求。
- 4.3 您承認及同意我們可隨時：
- (a) 自行決定並不須註明原因，要求您以其他方式證明身份；
- (b) 要求以其他方式(書面方式並親身交往分行、發送傳真、及其他等)確認任何電子指令；
- (c) 在沒有事前通知或註明任何原因下隨時拒絕辦理電子指令，包括：
- (i) 為核對電子指令真實性而避免迅速辦理電子指令；或
- (ii) 拒絕辦理含糊、不完整或與您其他的電子指令或指令、信息和 / 或數據不一致的電子指令；或
- (iii) 拒絕辦理因無法遵從適用細則或被有關監管或政府機構取消而被視為不合法或已失效的電子指令；或
- (iv) 拒絕辦理導致超過您適用的交易或賬戶限額的電子指令；或
- (v) 拒絕辦理導致資金不足的電子指令；或
- (vi) 判斷電子指令、交易及其他您與我們定下的現有安排(例如：支票、常行指示及跨行轉賬)的辦理優先權。我們均不負責因拒絕辦理而引起的損失、責任或費用。
- 4.4 您同意及確認我們可能無法收到、無法立刻、日以繼夜或及時處理電子指令，及我們均不承擔任何因此而引致的損失、損害或費用。
- 4.5 當我們選擇辦理電子指令，我們將在商業上合理可行的範圍內辦理，並不對在合理的情況下履行該電子指令而引致的任何行動及遺漏負責。
- 4.6 即使本條款的終止，我們可(但是我們沒有義務)在商業網上理財服務終止前執行任何未完成的電子指令。
5. **硬件和軟件要求**
- 5.1 您應自行準備設備(包括終端、附屬基礎軟件、調制解調器和電信設備)用於進入和使用商業網上理財服務。我們將就商業網上理財服務的軟、硬件的最低要求(“最低配置要求”)不時通知您。
- 5.2 我們可能隨時升級、修改或變更商業網上理財服務，並至少提前一個月通知您。您應對自己的設備作必要調整，以便繼續進入和使用商業網上理財服務。若導致您發生困難，我們將在升級、修改或變更後一個月內，提供合理的協助。
- 5.3 應您的要求，對於我們為商業網上理財服務所開發的任何軟件(“軟件”)以及包括軟件特徵、功能和操作說明的用戶指南，我們將自行決定是否許可您使用。使用許可應基於下列條款：
- (a) 您必須在您的申請書中明確說明所需軟件的數量、機器和每份軟件安裝的機器地點；
- (b) 我們交付的軟件，為我們同意在認可的機器上安裝的數量；
- (c) 一旦交付軟件，我們即根據本服務條款，免費授予了您對軟件的非專屬特許權，並僅供在上述**第 5.3(b) 條**規定的機器上使用；
- (d) 您保證不對軟件進行複製、散佈、修改，或反向編譯；
- (e) **我們已在本服務條款中明確列出了我方所作的一切保證和所有責任和 / 或義務，並明確絕對排除了我方的一切隱含的保證、責任和 / 或義務(無論是法律規定或其他方式隱含)；**
- (f) 我們保證，在本服務條款下，我們是軟件的合法獲許可人或具備允許您使用軟件的一切合法權利。
- 5.4 應您的要求，我們可按照下列條款，自行決定向您提供安裝軟件的協助：
- (a) 除我們不在工作日以外的日期和時間安裝軟件外，我們將在商定的日期和時間，協助您將軟件安裝在**第 5.3(b) 條**規定的機器上；
- (b) 我們不應被要求：
- (i) 確保軟件能與您的電腦系統兼容，或能在其中運行，以及確保您的電腦系統配置適合運行軟件；
- (ii) 確保您的電腦系統，或您的電腦系統中的任何程序，不會與軟件發生衝突；
- (iii) 負責糾正任何原因引起的，您的電腦系統或您電腦系統中的，任何程序的錯誤或缺陷；或
- (iv) 確保對您的電腦系統中的軟件或您的電腦系統，提供支持 and 維護。
- (c) **對安裝軟件的協助，我們會向您收取一定費用 / 手續費；**
- (d) 我們將指派一名僱員或代理協助您安裝。您應指派一名僱員或代理，負責與我方僱員或代理聯絡。您應督促您的僱員或代理與我方僱員或代理合作，並且在安裝軟件方面，完全遵照我方僱員或代理或者我們的一切合理的指導迅速地行事；
- (e) **盡管我們的政策是確保我們努力及謹慎地進行軟件安裝，然而我們並不保證安裝的質量，並明確排除了一切隱含的保證(無論是法律規定或其他方式隱含)。除非是由我們或我們的僱員或代理的疏忽或欺詐所導致，否則我們在合同、侵權(包括疏忽或違反法定職責)或其他方面，對您因軟件安裝或軟件操作而遭受或引起的損害、損失、費用或成本(不論直接的還是**

間接的，不論可預見的還是不可預見的)，均不承擔任何責任和義務。

5.5 您應遵照用戶指南行事，對用戶指南中的一切信息保密，並應盡最大努力，敦促有權接觸用戶指南的所有人對其中的一切信息保密，除非這些信息已經公開，並且不是由於您或您的僱員、代理或其他代表的失職所導致。除用於您自己進入或使用商業網上理財服務外，您不得，也不得允許任何人，對任何用戶指南的全部或部分內容進行複制。

6. 服務和賬戶委託指令的建立

6.1 您應採用我們不時規定的形式和方式，對每一項商業網上理財服務和每一位用戶，向我們提供書面委託指令，及您會提供，或應我們要求，促使您的每一位用戶提供用作確認收到我們發出的保安裝置及保安編號的書面確認。一旦我們收到完整的委託指令，及應我們的要求，收到由有關人士簽署用作確認收到我們發出的保安裝置及保安編號的書面確認，我們將把這些信息輸入系統並在合理可行的範圍內盡快啓動系統以捕捉相同的信息。

6.2 如果我們認為這些信息中存在偏差、模稜兩可或矛盾，那麼我們就沒有義務輸入任何信息或啓動系統。儘管這些信息中存在偏差、模稜兩可或矛盾，假若我們合理地輸入信息或啓動系統，對您可能遭受或招致的任何損失、損害、成本和費用，我們不負任何責任。

6.3 對每一項商業網上理財服務和每一位用戶的委託指令，僅僅應用在該商業網上理財服務方面。對商業網上理財服務委託指令的任何變更，都不可能影響對我們所提供的其他任何服務的委託指令(不論是其他種類的商業網上理財服務，還是在其他協議下提供的服務)，反之亦然。

6.4 您應根據我們的賬戶標準條款及細則，在我行開立和 / 或保留一個或數個賬戶(下面稱“所述賬戶”)。如果您關閉所述賬戶，商業網上理財服務也將終止，並適用**第 13.3 條**。

7. 商業網上理財服務的使用

7.1 除非商業網上理財服務顯示出數據或指令已被其主系統接收，否則不得認為我們已經恰當地收到了任何經由商業網上理財服務傳輸的數據和指令。我們將在合理可行的範圍內，盡快發送接收確認書。該確認書僅用於確認我們已收到該數據或指令。

7.2 通過商業網上理財服務發出或收到的數據或指令，一旦遲於任何一天的相應的截止時間(由我們決定並事先通知您)，就將被視為在我們的下一個營業日發出或收到。如果這些數據和指令仍然可行並可以合理處理或執行(我們自行判斷決定)，那麼我們會在第二天處理這些數據或執行這些指令。如果這些數據和指令不可行，並且不能被合理處理或執行(我們自行判斷決定)，我們會避免執行這些數據或指令，並且不必通知您。

7.3 您承認通過商業網上理財服務獲得的銀行業務和其他服務存在侷限性，因此您可能不能通過商業網上理財服務辦理某些業務，但通過其他途徑作出指令卻可以辦理。您也認識到，商業網上理財服務有時會由於某些原因出現中斷或遲延，而不能進入或使用。這時我們將採取一切合理行動，在合理可行的範圍內，盡快重建商業網上理財服務。

7.4 我們可不時不註明原因或事前不發通知升級、修改、變更、暫停、終止提供或移除，無論全部或部分的頻道、商業網上理財服務、保安編號或任何提供的信息、服務或產品及我們不承擔因升級、修改、暫停或變更而引致您無法使用商業網上理財服務的責任。我們可不時及隨時自行決定修改、刪除或取代通過商業網上理財服務提供的資料包括產品及服務的說明、價格、存在性及其他詳情。

7.5 我們不保證商業網上理財服務或任何內容或保安編號可無間斷提供或毫無錯誤或會糾正任何已發現的缺陷；再者，我們不對商業網上理財服務、保安編號及內容不存在任何電腦病毒或其他惡意、破壞或舞弊的編碼、代理、程式或巨集作任何保證。

7.6 我們、我們的成員及供應商在任何情況下不必因下述事件向您或任何人負責：

- (a) 無論由何種原因及任何形式(包括侵權或嚴格法律責任)導致任何進入或使用或不能進入或不能使用頻道、商業網上理財服務、內容或依靠內容而引起的任何間接、附帶引起的、特殊的、結果導致的、懲罰性的或經濟損失、費用或損害；和 / 或

- (b) 任何停機時間、收入或營商機會的損失、經濟損失、預期存款或營商損失、數據損失、商譽損失或包括軟件的任何設備的價值損失；

即使我們已被通知或可能已預計該損失、損害或費用的可能性。

7.7 您必須確保，唯有具備恰當合法授權(在業務數量、種類和其他方面)的用戶，才能將在系統上即時創建或通過文件傳輸創建的數據和指令，發送或傳輸或者授權發送或傳輸(在您對有關用戶設置的任何權限內)給我們。

8. 綜合信託收據

8.1 當本行應您之要求同意向您提交信用證(根據商業網上理財服務的規定不時在網上向本行提供，作為本行因應您根據商業網上理財服務提出要求而開立的任何信用證所涉匯票的到期款項、以及本行就該等票據、信用證而提供的墊款及 / 或您欠負本行的其他負債或債項還款之抵押)所載商品或所有權文件時，您承諾及同意：

- (a) 以本行信託人身份代表本行收取、運送、儲存、倉儲或持有該等商品或所有權文件，而有關風險及開支概由您承擔。假若在該等墊款連利息及費用及 / 或該等其他負債或債項全數償還前出售該等商品的全部或任何部份，則您應以本行信託人身份代表本行收取出售所得款項(除非本行以書面批准，否則不得少於根據商業網上理財服務在網上提供的信用證所列的發票值)，並於收取款項後立即交付本行；

- (b) 在未經本行事先書面同意，不會對該等商品或其任何部份或當中任何的債權或其他權益進行按揭、抵押、質押或以其他方式附加債權、出售或處置；

- (c) 獨立保管出售該等商品所得任何款項，將之與存於本行的任何其他資金分開處理；

- (d) 就該等商品的一切可予投保風險(包括火險及本行認為應予投保的風險)，按該等商品的全數可予投保發票值，向本行批准的保險公司購買保險及持續投保，而有關費用及支出概由您承擔，並以本行信託人身份代表本行持有保單及據此所收取的任何款項。於申索損失或賠償時，您須盡快收回保險賠償金及將自保險公司取得的任何款項交付本行；

- (e) 本行享有絕對權力隨時取消本信託；

- (f) 於出售該等商品的全部或任何部份時，本行可在毋須通知您的情況下全權直接向該等商品的買主收取出售所得款項或付款；

- (g) 倘若遇上破產、清盤、解散、經營中止、失誤、您權益轉歸您債權人、您任何貨物或財產受委於接管人、您因應本行為您發出的任何信用證而接受或接納或背書的任何票據或匯票，當中任何責任未獲履行或於到期時未能付款、您未能償付或償還欠負本行的任何債項或負債等情況，則您在本行要求時須無條件地向本行交出所有商品(或所有權文件)或有關的出售所得款項。在出現上述任何情況時，您欠負本行的一切債務、承兌、債項及負債(不論當時實際欠負或日後或然欠負)均視作即時到期(不論本行有否發出通知)應付，而本行可就此在您的本行的賬戶扣除有關數額。

9. 披露和安全

9.1 我們和我們的僱員和代理有權：

- (a) 向任何人提供和披露必需的信息，以便於執行採用商業網上理財服務作出的指令或執行法院或政府或監管機構所作的裁定；

- (b) 向銀行的任何代理人、承辦人或代理行提供和披露信息，以便於完成或促成本服務條款規定事務或條款中預期的事務(包括商業網上理財服務)；

- (c) 向不時參與商業網上理財服務的數碼授權當局、監管當局、電子、電腦、電信、金融或制卡機構提供和披露信息；或

- (d) 向任何銀行成員提供和披露信息。

9.2 我們將採取一切商業上合理的預防措施，對按照本條款提供給我們的有關您和您的賬戶信息的完整性和機密性作出保護。

9.3 我們(或我們的僱員或代理)可被要求向在您成立地方、經營場所、或賬戶地點(“相關管轄權”)以外的人披露信息，這些信息一旦披露可在相關管轄權之外被信息接收人全部或部分的收集、持有、處理或使用。

10. 陳述和擔保

10.1 在任何時候，您均陳述和擔保：

- (a) 您爲了或關於商業網上理財服務，所提供的所有細節都是準確的；
- (b) 您是 (i) 合法存在；(ii) 有償債能力；並 (iii) 具有法定行爲能力，能承擔履行和遵守您在本服務條款下的義務；或
- (c) 爲了 (i) 使您合法地承擔並履行和遵守本服務條款下的義務，並 (ii) 確保義務的合法性、約束性和強制性，您已經採取、履行和完成了一切應採取、履行和完成的條件和事務(包括獲得任何必需的許可)。
- 10.2 您對通過商業網上理財服務發送給我們的，所有具有您的登入編號和相應的保安編號(如果通過文件傳輸發送指令，則既包括整個文件也包括組成文件的每個指令)的指令和所有使用商業網上理財服務的交易，均保證、並陳述和擔保，其是並且將會是：
- (a) 完整、準確、真實和正確(我們沒有檢查該信息和 / 或指令以確定其完整性、準確性和精確性的義務)；和
- (b) 被授權或由被授權去發送或傳輸或授權發送或傳輸這些指令的人發送或傳輸。
- 11. 責任的限度**
- 11.1 您承認，使用開放的網絡存在安全、舞弊、傳送錯誤和可存取性風險，並明確承擔此類風險。我們對前述風險不作任何保證或陳述。對作為數據和指令的傳送機制的商業網上理財服務以及安全程序的充分性和適當性，您均表示滿意。**
- 11.2 不論任何相反規定，對您可能遭受的或由下列原因引起的任何損害、損失、成本和費用(無論直接的還是間接的，無論可預見的還是不可預見的)，我們均不承擔責任(除因我們疏忽或欺詐所導致外)：**
- (a) 無論由於何種原因導致的，關於系統、軟件、保安裝置、保安編號或其他設備軟件或電信系統(無論是否屬於我們還是由我們操作還是其他的)的錯誤、缺陷、損壞、瑕疵、故障或失量；
- (b) 其他金融機構或其他第三人的任何作為或不作為；
- (c) 銀行控制之外的任何事件或環境；
- (d) 任何形式的營商損失或間接、特殊或結果導致的損失或損害；
- (e) 與使用商業網上理財服務相關的保安違規或未經授權而使用、遲延、舞弊或傳輸錯誤以及不能進入 / 使用商業網上理財服務；或
- (f) 有關系統存在任何形式的不準確性的信息。
- 11.3 如果我們合理謹慎地選擇代理人、承辦人或代理行(統稱“次承辦人”)，我們可使用次承辦人完成或促成完成本條款之下的或預期在本服務條款的一切事務。**
- 12. 費用和稅金**
- 12.1 您必須根據當事人之間商定的收費標準，對我們提供的商業網上理財服務和所有附屬服務(包括所有業務處理手續費)支付全部費用。如果我們不能就增加收費達成協議，那麼我們可以立刻暫停或終止本條款，和 / 或暫停或終止您使用商業網上理財服務或組成商業網上理財服務的任何個別模塊或電子銀行業務，而不負任何責任，在這種情況下，第 13.3 條將適用。您授權我們扣除您在我行開立的任何賬戶以收取手續費、成本和費用以及任何GST(定義見第 12.2 條) (除您給予我們指示註明指定賬戶用作扣除該些手續費、成本、費用及GST外。倘若指定賬戶存款不足以支付手續費、成本、費用及GST時，您同意我們有權於您在我行開立的其它任何賬戶扣除有關手續費、成本、費用及GST，而不另發通知)。應您**

的要求，我們將提供據本第 12 條所收取的所有手續費、成本和費用和各自價格的清單。

- 12.2 如果現在或隨後法律規定對任何付款徵收商品及服務稅(“GST”) (本表述包括任何性質相似的，可以替代或加徵的稅收，而不論其名稱)，那麼您除應支付所有其他應支付的金額之外，還應支付該 GST。如果法律規定我們就該GST收繳款項，您應補償我們的開支。**
- 13. 終止**
- 13.1 您可在任何時間，至少提前 14 天書面通知我們：**
- (a) 終止使用商業網上理財服務；或
- (b) 終止使用組成商業網上理財服務的任何個別模塊或電子銀行業務；或
- (c) 撤銷您在本行爲商業網上理財服務開立的任何特別銀行賬戶。
- 13.2 我們可在任何時間，至少提前 14 天書面通知您暫停或終止：**
- (a) 您對商業網上理財服務的進入；或
- (b) 您對任何組成商業網上理財服務的個別模塊或電子銀行業務的進入，而不負任何責任。
- 在書面通知到期之前，任何您所給出的並被我們完整接收的指令，均不會終止或暫停。
- 13.3 如果有任何一方作出通知終止對商業網上理財服務或任何個別模塊或電子銀行業務(視具體情況而定)的進入或使用，您即同意：**
- (a) 在該終止通知到期之前的 24 小時，您將停止使用與這些模塊或電子銀行業務和 / 或商業網上理財服務(視具體情況而定)相關的任何保安裝置；和
- (b) 如果您對商業網上理財服務的進入或使用已經終止，您應退回用戶指南及其所有副本(如有)、所有保安裝置和含有所有軟件(如有)的所有資料及其所有副本(如有)。您也應從所有系統中刪除這些軟件並支付我們在本服務條款下的一切手續費、成本和 / 或費用。
- 14. 法定性記錄**
- 14.1 對於我們通過商業網上理財服務所產生或執行、處理或生效的或者與商業網上理財服務有關的任何和全部指令、通訊、操作或業務的記錄(明顯錯誤除外)，您均接受其作爲終局和決定性記錄，並對您在各方面具有約束力。當事人同意所有這些記錄都是相關的可接受的證據，雙方不會僅僅因爲這些證據是由電腦系統產生或輸出的，便就記錄內容的準確性或可靠性提出爭議，並放棄對此提出爭議的一切權利(如有)。**
- 14.2 在不違背第 14.1 條的情況下，如果您於系統收取或下載任何上述指令、通訊、操作或業務的報告或記錄，您必須在有關指令、通訊、操作或業務執行之日起的 90 天內，通知我們其中存在的錯誤或遺漏或不同意見。否則，您同意不再擁有爭辯這些報告或記錄正確性的權利。您的沉默將被認作對這些報告或記錄正確的表示。**
- 15. 通知**
- 15.1 除非本服務條款另有規定，本服務條款所要求或允許提供或制作的一切通知、請求或其他溝通方式(“通知”)：**
- (a) 我們均以書面方式出具，並親自遞送或郵寄或通過預付費掛號信或發送傳真或電子郵件給預定接收人，並送至在本行最近一次登記的地址、傳真號或電子郵件地址；和
- (b) 您(除非本條款另有指定)應以書面方式(除電子方式外)出具並親自遞送或郵寄或通過預付費掛號信送至下述地址(或我們通知您的其他地址)：
- 星展銀行(香港)有限公司
香港中環皇后大道中 99 號
中環中心 16 樓
致：環球交易服務
- 15.2 我們發送的任何關於商業網上理財服務的通知自郵寄之兩日後(如果通過郵寄)或立刻(如果親自遞送、發送傳真或電子郵件)認定您已收到。任何您發送的通知只有被我們真正收到才可認定我們已收到。**

- 15.3 **本第 15 條** 僅涉及本條款事項的通知。除非本服務條款另有規定，我們通過商業網上理財服務所提供的服務的溝通方式的含義由我們之間的相關業務協議的條款決定。
- 15.4 **語言**：本條款及細則的中文譯本僅作參考用途。如中英文本有任何歧異，概以英文本為準。
16. **其他事項**
- 16.1 **軟件、用戶指南、保安裝置的權利**：您承認您在或對軟件、用戶指南或任何保安裝置方面未獲得所有權(包括知識產權)。在您可能獲得該權利的範圍內，您同意出讓和轉讓並由此確實出讓和轉讓這些權利給我們，並簽署我們要求的任何附屬文件以達到上述目的。
- 16.2 **我們的信息傳輸**：任何通過系統傳輸給您的數據信息或消息，均具有保密性並僅提供指定接收人單獨使用。如果您不是指定接收人，您應立刻通知我們。您不應洩露、複製、散佈或使用，而應立刻從您的電腦系統中刪除這些數據信息或消息(和所有副本)，並毀除所有的印刷品。
- 16.3 **繼續生效**：您對商業網上理財服務的進入和使用的終止，不會影響本條款中任何能夠履行的規定和 / 或在終止後仍繼續存在、發生作用和繼續生效的規定。終止將不會損害一方因另一方違反本服務條款的規定而獲得的訴訟權。
- 16.4 **部分有效**：如果根據適用法律，本服務條款的任何規定為非法或無效，那麼在法律允許的範圍內，該規定將被從本條款中分離出來並判決無效，而不需更改本條款的其他規定。
- 16.5 **通行條款**：除本服務條款外，您亦受我們的賬戶條款及細則和通過商業網上理財服務提供的各種服務的條款及細則所約束。如果該條款與本服務條款發生衝突，那麼後者適用。
- 16.6 **續訂和變更**：我們可自行增加、修改或變更本條款或用戶指南，並通知您。有關通知或有關修改或已修訂的條款將採用第 15 條規定的形式發出，或者通過商業網上理財服務或為商業網上理財服務組成部分的用戶畫面或電子文頁，或其他媒體發出。在發出有關通知、修改或已修訂的條款後，您或其他任何用戶將被認為已收到有關條款變更通知。如您或其他任何用戶在增加、修改或變更條款的生效日期後繼續使用商業網上理財服務，您將被認為已同意該修訂。
- 16.7 **轉讓和出讓**：商業網上理財服務供您個人使用和進入。未經我們書面同意，您不能將您在本條款下得到的任何權益轉讓給任何第三方。對於我們的在本條款下任何或一切權利和義務，我們可以讓與任何銀行成員，而不需經過您的同意。一旦我們將所作的出讓通知您，那麼從出讓之日起，受讓人將承擔一切受讓後的權利和義務，我們將停止享有所轉讓的權利並免除所轉讓的義務。
- 16.8 **個人資料**：您同意受本行的資料政策約束，該政策會適用於您所提供的一切資料，以及由於使用商業網上理財服務而產生的資料。您可於本行網站 www.dbs.com/hk 下載或於本行於香港各分行索取該資料政策。
- 16.9 **適用法律和司法管轄**：本服務條款適用於香港法律。您同意服從香港法院的非專屬司法管轄權。