

BOCOM FORTUNE SERVICES TERMS AND CONDITIONS

3. **BOCOM FORTUNE Customer**
 - 1.1 Subject to these Terms and Conditions, the Bank may designate a customer as a BOCOM FORTUNE Customer if he satisfies a set of pre-designated criteria (the "Relevant Criteria"). The Relevant Criteria, which include the value of assets deposited by a customer with the Bank, will be determined and may be varied by the Bank from time to time. The currently applicable Relevant Criteria are available from the Bank upon request.
 - 1.2 *The Bank may require a customer who satisfies the Relevant Criteria to complete such forms or provide such information and documents as the Bank reasonably considers necessary before designating him as a BOCOM FORTUNE Customer.*
2. **BOCOM FORTUNE Services**
 - 2.1 In addition to the services and products offered by the Bank to customers generally (the "Common Services"), the Bank may offer such other services, products, facilities, benefits and privileges exclusively to BOCOM FORTUNE Customers subject to these Terms and Conditions (the "BOCOM FORTUNE Services"). A description of the BOCOM FORTUNE Services currently offered by the Bank are available from the Bank upon request.
 - 2.2 Availability and use of the BOCOM FORTUNE Services or any of them may be subject to such terms and conditions as the Bank may reasonably specify. *The BOCOM FORTUNE Customer should read and understand these Terms and Conditions and any terms and conditions governing any BOCOM FORTUNE Services before using the relevant BOCOM FORTUNE Services. Use by the BOCOM FORTUNE Customer of any BOCOM FORTUNE Services shall constitute acceptance by him of all applicable terms and conditions and the BOCOM FORTUNE Customer shall be bound by them.*
 - 2.3 If the Customer consists of two or more persons, the Bank may designate any one or more of the persons constituting the Customer as BOCOM FORTUNE Customer and offer BOCOM FORTUNE Services to any one or more of the persons constituting the Customer.
3. **Applicable terms and conditions**
 - 3.1 Availability of and use by the BOCOM FORTUNE Customer of any Common Services shall be subject to the terms and conditions governing the relevant Common Services. Insofar as any BOCOM FORTUNE Services are concerned, these Terms and Conditions and any terms and conditions governing such BOCOM FORTUNE Services shall prevail over the terms and conditions governing any Common Services in case of inconsistency.
 - 3.2 Any card issued by the Bank to the BOCOM FORTUNE Customer for use in connection with the ATM Services shall be subject to the terms and conditions governing the use of cards for use in connection with the ATM Services, issued by the Bank.
4. **Instructions and Authorized Person**
 - 4.1 The BOCOM FORTUNE Customer directs and authorizes the Bank to act on any instruction relating to the BOCOM FORTUNE Customer arrangement or the BOCOM FORTUNE Services given by him or any person authorized by him to give such instructions (an "Authorized Person").
 - 4.2 *The BOCOM FORTUNE Customer shall notify the Bank of any Authorized Person appointed by him from time to time in such form and manner as the Bank may reasonably specify.*
 - 4.3 *Any instruction given and any transaction pursuant to such instruction as understood and executed by the Bank in good faith shall be irrevocable and binding on the BOCOM FORTUNE Customer whether given by him or any Authorized Person or any other person purporting to be him or any Authorized Person.*
 - 4.4 *Any instruction, to be effective, must be given in such form and manner as the Bank may reasonably specify.* Any instruction given to the Bank may not be amended or withdrawn without the Bank's consent. For the avoidance of doubt, Clause 13.1 shall not apply to the giving of instructions by the BOCOM FORTUNE Customer or any Authorized Person.
5. **Information, prices or quotations**
 - 5.1 Any information, prices or quotations provided by the Bank to the BOCOM FORTUNE Customer are for reference purposes only. The Bank is not bound by such information, prices or quotations unless the Bank has expressly confirmed it.
6. **Fees and expenses**
 - 6.1 *The BOCOM FORTUNE Customer shall pay the Bank a periodic maintenance fee, if the Relevant Criteria are not met by the BOCOM FORTUNE Customer in full at any time.*
 - 6.2 *The Bank reserves the right to prescribe, from time to time, any fees and charges payable by the BOCOM FORTUNE Customer in respect of the BOCOM FORTUNE Customer arrangement or any BOCOM FORTUNE Services subject to the Bank's notice for a period of at least 30 days for any variation of such fees and charges which is within the Bank's control.*
 - 6.3 *The Bank reserves the right to require the BOCOM FORTUNE Customer to pay fees and charges payable by customers generally if the Relevant Criteria are not met by the BOCOM FORTUNE Customer in full at any time.*
 - 6.4 *A list of the currently applicable fees and charges is available from the Bank upon request.*
 - 6.5 *All expenses of reasonable amount (legal or otherwise) and reasonably incurred by the Bank in connection with providing the BOCOM FORTUNE Services (including exercise or enforcement of any power or right of the Bank in relation to the BOCOM FORTUNE Services) shall be borne by the BOCOM FORTUNE Customer.*
 - 6.6 *The Bank is authorized at any time without prior notice to the BOCOM FORTUNE Customer to charge to and/or debit from any account maintained by him with the Bank for any fees, charges and expenses payable by him.*
7. **Exclusion of liability**
 - 7.1 *Unless due to the gross negligence or wilful default of the Bank or any of its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom, the Bank shall not be liable for any loss or damage incurred or suffered by the BOCOM FORTUNE Customer as a result or arising out of his use of the BOCOM FORTUNE Services.*
 - 7.2 *The BOCOM FORTUNE Customer shall indemnify the Bank and its officers and employees and hold them harmless from and against any claim, demand, dispute, litigation, loss and damage which they may incur or suffer, and all costs, charges and expenses (legal or otherwise) of reasonable amount and reasonably incurred by them as a result or arising out of any failure of the BOCOM FORTUNE Customer or any Authorized Person to comply with the terms and conditions governing the BOCOM FORTUNE Customer arrangement or the BOCOM FORTUNE Services.*
 - 7.3 *This Clause shall continue to have effect notwithstanding the termination of the BOCOM FORTUNE Customer arrangement or the BOCOM FORTUNE Services.*

8. **Set-off**
 - 8.1 *The Bank is entitled to, at any time and without prior notice to the BOCOM FORTUNE Customer, apply, combine or consolidate the accounts maintained by him with the Bank and apply, set off, debit, withhold or transfer any credit balance in such accounts in or towards satisfaction of any indebtedness owed by the BOCOM FORTUNE Customer singly or jointly with any other person to the Bank in any capacity or manner.*
9. **Amendments**
 - 9.1 The Bank may revise any terms and conditions governing the BOCOM FORTUNE Customer arrangement or the BOCOM FORTUNE Services and/or introduce additional terms and conditions at any time and from time to time. Any revision and/or addition to such terms and conditions shall become effective subject to the Bank's notice (for a period of at least 30 days for any variation affecting fees and charges, the liabilities or obligations of the BOCOM FORTUNE Customer which is within the Bank's control). Any such variation shall be binding on the BOCOM FORTUNE Customer if he continues to maintain the BOCOM FORTUNE Customer arrangement or use any BOCOM FORTUNE Services after the effective date of such variation.
10. **Severability**
 - 10.1 Each of the provisions of these Terms and Conditions is severable and distinct from the others. In the event that any one or more of the provisions contained in these Terms and Conditions shall be held invalid, illegal or unenforceable in any respect under the law of any applicable jurisdiction, the validity, legality and enforceability of the remaining provisions under the law of such jurisdiction and of these Terms and Conditions under the law of any other jurisdiction shall not in any way be affected or impaired.
11. **No waiver**
 - 11.1 The terms and conditions governing the BOCOM FORTUNE Customer arrangement or the BOCOM FORTUNE Services and the Bank's rights, powers and remedies shall not in any respect be waived, altered or modified unless agreed by the Bank in writing.
12. **Termination**
 - 12.1 The BOCOM FORTUNE Customer arrangement or any BOCOM FORTUNE Services may be terminated by the Bank or the BOCOM FORTUNE Customer at any time by giving to the other party reasonable prior written notice.
 - 12.2 Any termination of the BOCOM FORTUNE Customer arrangement or any BOCOM FORTUNE Services shall be without prejudice to the rights and obligations of the Bank or the BOCOM FORTUNE Customer which have accrued or arisen prior to termination.
13. **Notice**
 - 13.1 All notices and communications in connection with the BOCOM FORTUNE Customer arrangement or the BOCOM FORTUNE Services may be sent by facsimile transmission or mailed or sent by such other means as the Bank may reasonably specify from time to time. Any notice or communication sent by the Bank to the BOCOM FORTUNE Customer in accordance with the contact details last notified by him to the Bank shall be deemed to be given on the date actually delivered. Any notice or communication sent by the BOCOM FORTUNE Customer to the Bank shall be sent to the Bank at its principal place of business or such other sub-branches or offices in Hong Kong as the Bank may specify, and shall be deemed to be given on the date actually delivered.
 - 13.2 Notwithstanding Clause 13.1, the Bank reserves the right to give notices relating to the BOCOM FORTUNE Customer arrangement or the BOCOM FORTUNE Services by display at the banking hall of the Bank or by advertisement or other means of notification including statement insert or display on ATM sites or screens.
14. **Governing law and jurisdiction**
 - 14.1 The terms and conditions governing the BOCOM FORTUNE Customer arrangement and the BOCOM FORTUNE Services shall be construed in accordance with Hong Kong laws.
 - 14.2 The BOCOM FORTUNE Customer and the Bank submit to the non-exclusive jurisdiction of the Hong Kong courts.
15. **Miscellaneous**
 - 15.1 The terms and conditions governing the BOCOM FORTUNE Customer arrangement and the BOCOM FORTUNE Services shall be binding on and enure to the benefit of the BOCOM FORTUNE Customer and his legal representatives and successors, and the Bank and its successors and assigns notwithstanding the absorption or amalgamation of the Bank by or with any other person.
 - 15.2 The rights, powers and remedies conferred on the Bank by the terms and conditions governing the BOCOM FORTUNE Customer arrangement or any BOCOM FORTUNE Services are cumulative and are not exclusive of any other rights, powers and remedies available under law or other arrangements.
 - 15.3 *The BOCOM FORTUNE Customer shall not assign any of his rights and obligations under the terms and conditions governing the BOCOM FORTUNE Customer arrangement or any BOCOM FORTUNE Services without the prior written consent of the Bank.* The Bank may at any time after giving to the BOCOM FORTUNE Customer notice of its intention to do so, assign and transfer all or any of its rights and obligations to any person.
 - 15.4 In the terms and conditions governing the BOCOM FORTUNE Customer arrangement and any BOCOM FORTUNE Services, "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China, and unless the context otherwise requires:
 - (a) any words importing the singular include the plural and vice versa and any words importing a gender include every gender;
 - (b) any references to clauses are to the clauses of the relevant terms and conditions;
 - (c) any clause headings are inserted for ease of reference only and do not affect the interpretation of such terms and conditions; and
 - (d) any reference to "include" or "including" shall be interpreted to include the words "without limitation" immediately following such reference.
 - 15.5 The terms and conditions governing the BOCOM FORTUNE Customer arrangement or any BOCOM FORTUNE Services may be translated into Chinese but, in case of any inconsistency, the English version shall prevail.



BOCOM FORTUNE SERVICES TERMS AND CONDITIONS

交銀理財服務條款及條件

1. 交銀理財客戶
 - 1.1 如客戶符合一套預定準則（「有關準則」），銀行可按本條款及條件的條文指定該客戶為交銀理財客戶。銀行可不時訂定及修改有關準則。有關準則則包括客戶存放於銀行的資產的價值。現時適用的有關準則可向銀行索取。
 - 1.2 在指定客戶為交銀理財客戶前，銀行可要求符合有關準則的客戶填寫或提供由銀行不時合理地認為需要的表格、資料及文件。
2. 交銀理財服務
 - 2.1 除銀行向所有客戶提供的服務及產品（「一般服務」）外，銀行可按本條款及條件的條文向交銀理財客戶提供他們專享的其他服務、產品、設施、利益及優惠（「交銀理財服務」）。銀行現時提供的交銀理財服務的資料可向銀行索取。
 - 2.2 任何交銀理財服務的提供及使用均由銀行可合理地訂定的條款及條件限制。在使用任何交銀理財服務前，交銀理財客戶須閱讀及明白本條款及條件及監管任何交銀理財服務的任何條款及條件。交銀理財客戶一經使用任何交銀理財服務，即會構成交銀理財客戶接納所有適用的條款及條件，交銀理財客戶並須受其約束。
 - 2.3 如客戶由兩名或以上人士組成，銀行可指定構成客戶中任何一位或多位賬戶持有人為交銀理財客戶及向構成客戶任何一位或多位賬戶持有人提供交銀理財服務。
3. 適用條款及條件
 - 3.1 一般服務的提供及交銀理財客戶使用一般服務均受監管有關一般服務的條款及條件限制。本條款及條件及監管交銀理財服務的任何條款及條件跟監管任何一般服務的條款及條件如有歧異，就有關任何交銀理財服務的問題上，均以本條款及條件及監管交銀理財服務的條款及條件為準。
 - 3.2 由銀行向交銀理財客戶發出的可使用自動櫃員機服務的任何卡均受監管由銀行發出的使用自動櫃員機的任何卡的條款及條件限制。
4. 指示及獲授權人士
 - 4.1 交銀理財客戶指示及授權銀行執行由交銀理財客戶或經他授權的任何人士（「獲授權人士」）發出有關交銀理財客戶安排或交銀理財服務的任何指示。
 - 4.2 交銀理財客戶須按銀行可合理地指定的方式及形式通知銀行經他不時委任的任何獲授權人士。
 - 4.3 經銀行真誠理解的任何指示及按該指示由銀行真誠進行的任何交易均屬不可撤回及對交銀理財客戶具約束力，不論該指示由交銀理財客戶或任何獲授權人士發出，或由自認為交銀理財客戶或獲授權人士的任何其他人上發出。
 - 4.4 任何指示必須按銀行可合理地指定的方式及形式發出方為有效。向銀行發出的任何指示須由銀行同意方可修改或取消。為免疑慮，交銀理財客戶或任何獲授權人士發出指示時不受第 13.1 條限制。
5. 資料、價位或報價
 - 5.1 銀行向交銀理財客戶提供的任何資料、價位或報價只供參考之用。該等資料、價位或報價除非經銀行明確確認，否則對銀行並無約束力。
6. 費用及開支
 - 6.1 如交銀理財客戶在任何時候未能完全符合有關準則，交銀理財客戶須向銀行定期支付服務費。
 - 6.2 銀行保留權利不時訂定交銀理財客戶就交銀理財客戶安排或任何交銀理財服務須支付的任何費用及收費，惟銀行在作出銀行控制內的修改前須給予最少 30 日通知。
 - 6.3 如交銀理財客戶在任何時候未能完全符合有關準則，銀行保留權利要求交銀理財客戶支付其他客戶一般須支付的費用及收費。
 - 6.4 現時適用的費用及收費可向銀行索取。
 - 6.5 有關提供交銀理財服務（包括銀行行使或執行其有關交銀理財服務的任何權力或權利）而由銀行合理支付而金額合理的所有支出（不論法律或其他性質），須由交銀理財客戶承擔。
 - 6.6 銀行獲授權毋須事先通知交銀理財客戶隨時把交銀理財客戶應支付的任何費用、收費及支出從交銀理財客戶在銀行開立的任何賬戶中支取及/或扣除。
7. 免責
 - 7.1 交銀理財客戶由於使用交銀理財服務而引致或承受的任何損失或損害，銀行均毋須負責，除非該等損失或損害由銀行或其任何人員或僱員的嚴重疏忽或故意失責造成（但在該情況下，銀行只需對直接及純粹因此而造成的，並屬直接及可合理預見的損失及損害（如有）負責）。

7.2 就銀行及其人員及僱員因交銀理財客戶或任何獲授權人士未能遵守監管交銀理財客戶安排或交銀理財服務的條款及條件，而引致或承受的任何索償、要求、糾紛、訴訟、損失及損害，及合理地引致而金額合理的所有成本、收費及開支（不論法律或其他性質），交銀理財客戶必須作出彌償。

7.3 本條文在交銀理財客戶安排或交銀理財服務終止後繼續有效。

8. 抵銷

8.1 銀行有權在任何時間並毋須向交銀理財客戶發出事先通知，把交銀理財客戶在銀行開立的任何賬戶中的正數結餘應用、結合或合併，並抵銷、扣除、扣起或轉移任何金額用作清還交銀理財客戶個人或與任何其他人士共同地以任何身份或方式欠銀行的任何債務。

9. 修訂

9.1 銀行可隨時及不時修訂監管交銀理財客戶安排或交銀理財服務的條款及條件及/或引入增訂的條款及條件。對該等條款及條件的任何修訂及/或增訂應在銀行發出通知後生效（任何影響費用及收費或交銀理財客戶的責任或義務，而又在銀行控制內的修訂須給予最少 30 日通知）。如果客戶在任何該等修改的生效日期後繼續維持交銀理財客戶安排或使用交銀理財服務，則該等修改即對交銀理財客戶具約束力。

10. 可分割性

10.1 本條款及條件的每項條文均可分割及獨立於其他條文。本條款及條件的任何一項或多項條文的任何方面如因任何適用司法管轄區的法律被判定為無效、不合法或不可強制執行，本條款及條件的其餘條文在該司法管轄區的法律下及本條款及條件在任何其他司法管轄區的法律下均不應受任何影響或損害。

11. 不作寬免

11.1 除非由銀行書面同意，監管交銀理財客戶安排或交銀理財服務的條款及條件，及銀行的權利、權力及補救，在任何方面均不得寬免、改變或修改。

12. 終止

12.1 銀行或交銀理財客戶可向對方發出合理書面通知後終止交銀理財客戶安排或任何交銀理財服務。

12.2 交銀理財客戶安排或任何交銀理財服務的終止均不影響在終止前銀行或交銀理財客戶已累算或產生的權利及責任。

13. 通知

13.1 有關交銀理財客戶安排或交銀理財服務的所有通知及通訊可傳真或郵寄或用銀行可合理地不時指定的其他方式傳送。由銀行向交銀理財客戶按其最後通知銀行的聯絡資料發出的任何通知或通訊，在實際送達後被視為經已發出。由交銀理財客戶向銀行發出的任何通知或通訊須傳送到銀行的主要營業地點，或由銀行指定的其他在香港的支行或辦事處，並在實際送達後被視為經已發出。

13.2 儘管第 13.1 條，銀行保留權利在銀行大堂張貼告示或以廣告或其他通知方式（包括隨月結單附上或在自動櫃員機或其螢幕展示），發出有關交銀理財客戶安排或交銀理財服務的通知。

14. 法律及司法管轄區

14.1 監管交銀理財客戶安排及交銀理財服務的條款及條件須按香港法律詮釋。

14.2 交銀理財客戶及銀行均接受香港法庭的非專屬司法管轄權管轄。

15. 其他

15.1 監管交銀理財客戶安排及交銀理財服務的條款及條件對交銀理財客戶及其遺產執行人及繼承人，及對銀行及其繼承人及受讓人（儘管銀行被或與任何其他人士吸納或合併）均具約束力，並惠及該等人士。

15.2 監管交銀理財客戶安排或任何交銀理財服務的條款及條件賦予銀行的權利、權力及補救均可累積，而並非排除法律或其他安排賦予銀行的其他任何權利、權力及補救。

15.3 除非得到銀行事前書面同意，交銀理財客戶不得把其在監管交銀理財客戶安排或交銀理財服務條款及條件項下的任何權利及責任轉讓。銀行可在給予交銀理財客戶通知後隨時出讓及轉讓其全部或任何權利及責任予任何人士。

15.4 監管交銀理財客戶安排及任何交銀理財服務的條款及條件中，「香港」指中華人民共和國香港特別行政區。除文意另有所需：

- (a) 任何單數詞的含意包括複數，反之亦然。任何具性別含意的文字包括每種性別；
- (b) 對條文的任何引述指對有關條款及條件的條文的引述；
- (c) 任何標題只為方便引述，並不影響該等條款及條件的詮釋；及
- (d) 對「包括」一詞的任何引述應被詮釋為在緊隨該詞後包括「但不限於」一詞。

15.5 監管交銀理財客戶安排或任何交銀理財服務的條款及條件可被翻譯成中文。但如有任何歧異，應以英文本為準。



交銀理財服務條款及條件

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