

To: The Bank of East Asia, Limited (the "Bank")

## Application For Collection Services

Merchant/Organisation Information	
Account Name	: _____
Account Number / FPS ID	: _____
Name of Contact Person	: _____
Phone Number	: _____
Email Address	: _____
Merchant/Organisation Name (if different from the Account Name)	: _____
Nature of Payment	: _____

  

Services
I/We hereby request to use the following service of the Bank. (Please <input checked="" type="checkbox"/> where appropriate)
<input type="checkbox"/> <b>CyberPayment / CyberDonation Collection Service</b> The Bank will act on behalf of our company/organisation to collect payments/donations received through the Bank's Cyberbanking
<input type="checkbox"/> <b>BEA JET Payment Collection Service</b> The Bank will act on behalf of our company to collect payments through Joint Electronic Teller Services Limited ("JETCO").
<input type="checkbox"/> <b>Faster Payment System (FPS) QR Code Collection Service</b> Customer is required to apply for its FPS ID in the Corporate Cyberbanking (CCB) and receive the payments through the FPS QR Code Collection Service (the "Payments"). The Payments collected through the FPS QR code generated from the FPS merchant app is provided by the Bank's authorised vendor. By requesting to use this service, I/we agree that the FPS ID under the above Account Number will only be used to accept the Merchant Collection Payments.

### General Terms and Conditions:

1. I/We acknowledge and agree that the Bank shall assume no liability or responsibility concerning the accuracy of any information/details/data (including but not limiting to the accuracy of account numbers or transaction amount being put in or provided by my/our clients or donors) in using the above chosen service by me/us and/or my/our clients or donors. For the avoidance of doubt, the Bank shall in no circumstances be liable for any loss and/or damages (whether direct or indirect, special or consequential) as a result of any error, failure, omission or delay arising from or in connection with the accuracy of such information/details/data (including but not limiting to the accuracy of account numbers or transaction amount being put in or provided by my/our clients or donors) or related to my/our and/or my/our clients' or donors' use of the above chosen service. I/We shall indemnify the Bank and keep the Bank fully indemnified in respect of any claim, loss and/or liability incurred by the Bank in connection with the aforesaid.
2. I/We acknowledge and agree that the Bank shall assume no liability or responsibility concerning any incident, arising out of or in relation to the FPS merchant app (the "App") provided by the Bank's authorised vendor, including but not limited to fraudulent transactions resulting from manipulation of the App by hackers and unsuccessful transactions. I/We shall indemnify the Bank and keep the Bank fully indemnified against any claim, loss and/or liability incurred by the Bank in connection with the aforesaid.

3. I/We acknowledge and agree that the Bank shall be entitled at any time and without prior notice, to debit my/our abovementioned account with any sum wrongly credited to the abovementioned account by reason of my/our clients or donors having keyed in an incorrect account number or incorrect amount and resulting in I/we receiving a sum which I/we am/are not entitled to receive.
4. I/We acknowledge and agree that I/we may obtain the transaction record for reference from the available means as provided by the Bank from time to time on the first working day or such other number of working days as determined by the Bank from time to time after the transaction day but the proceeds will only be credited to the abovementioned account after receipt of payment by the Bank.
5. I/We authorise the Bank to debit the abovementioned account with any charges, costs and expenses from time to time pertinent to the above chosen service(s).
6. I/We understand and acknowledge that either party may terminate this arrangement on giving at least 30 days' prior notice in writing to the other party which shall be sent by ordinary post to the last recorded address. I/We further agree and acknowledge that the Bank reserves the right to suspend or terminate this arrangement forthwith without prior notice in exceptional circumstances as determined by the Bank at its sole discretion, including but not limited to (i) compliance with legal or regulatory requirements, and (ii) petitioning bankruptcy or winding up against me/us, without incurring any liability in relation thereto. Any termination shall not relieve my/our duty to pay to the Bank in respect of any charges, costs, and expenses mentioned in clause 5 above and my/our any other liability or obligation arising prior to the termination.
7. I/We understand and acknowledge that the Bank reserves the right to vary the terms and conditions contained herein from time to time upon giving reasonable notice to me/us which shall be deemed to be effective and binding on me/us after the effective date thereof.
8. I/We shall notify the Bank in writing of any change of address or other pertinent information and the Bank is entitled to rely on such information as true and accurate until the Bank receives such written notification of change from me/us.
9. No person other than I/we or the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of the terms and conditions contained herein.
10. I/We further declare that I/we have read and understood the aforesaid and agree to be bound by the terms and conditions governing the above chosen service including but not limited to the Terms and Conditions for Corporate Cyberbanking Service.
11. (Applicable to the use of Faster Payment System (FPS) QR Collection Service only):
  - (i) I/We hereby authorise the Bank to activate the "Request to Pay" ("RTP") function in Corporate Cyberbanking Addressing Service on my/our behalf for the FPS QR Code Collection Service.
  - (ii) I/We understand and acknowledge that either party may terminate the FPS QR Code Collection Service and deactivate the RTP function in Corporate Cyberbanking Addressing Service on giving at least 30 days' prior notice in writing to the other party which shall be sent by ordinary post to the last recorded address of the other party. Irrespective of whether the termination is requested by me/us or the Bank, I/we hereby authorise the Bank to deactivate the RTP function on my/our behalf.
  - (iii) I/We agree that the Bank may suspend or terminate the FPS QR Code Collection Service and deactivate the RTP function forthwith without prior notice in exceptional circumstances as determined by the Bank at its sole discretion, including but not limited to (i) compliance with legal or regulatory requirements, and (ii) petitioning bankruptcy or winding up against me/us, without incurring any liability in relation thereto. For the aforesaid purposes, I/we hereby authorise the Bank to deactivate the RTP function on my/our behalf.
  - (iv) I/We agree that any suspension or termination of the FPS QR Code Collection Service shall not affect the rights and obligations of the parties accrued prior to the suspension or termination of the FPS QR Code Collection Service.

---

Authorised Signer(s)\* and Chop

Date: \_\_\_\_\_

\* For partnership account, ALL partners should sign.

## 託收服務申請表

商號 / 公司 / 機構資料	
賬戶名稱	: _____
賬戶號碼 / 轉數快號碼	: _____
聯絡人姓名	: _____
電話號碼	: _____
電郵地址	: _____
商號 / 公司 / 機構名稱 (若與賬戶名稱有別)	: _____
繳費性質	: _____

  

所需服務	
本商號 / 公司 / 機構謹要求使用以下東亞銀行服務。(請在適當方格內加☑)	
<input type="checkbox"/>	<b>電子繳費 / 電子捐款託收服務</b> 東亞銀行代本商號 / 公司 / 機構經東亞銀行電子網絡銀行收取繳費 / 捐款。
<input type="checkbox"/>	<b>東亞銀行繳費易託收服務</b> 東亞銀行代本商號 / 公司 / 機構收取經由銀聯通寶有限公司（「繳費易」）所繳交之費用。
<input type="checkbox"/>	<b>轉數快二維碼收款服務</b> 客戶須透過企業電子網絡銀行申請轉數快號碼以接受經轉數快二維碼收款服務的收款。有關收款是透過由東亞銀行特許供應商提供之轉數快商戶應用程式產生之轉數快二維碼收取。當客戶要求使用此服務，即表示客戶同意上述賬戶號碼的轉數快號碼只用作商戶收款用途。

### 章則及條款：

- 一. 本商號 / 公司 / 機構確認及同意東亞銀行並無責任及義務確保任何有關由本商號 / 公司 / 機構或本商號 / 公司 / 機構之客戶或捐款者因使用選擇之服務所提供資料（包括但不限於由本商號 / 公司 / 機構之客戶或捐款者所輸入或提供之賬戶號碼或交易金額）之準確性。為免產生疑問，無論在任何情況下，東亞銀行亦無須負責就本商號 / 公司 / 機構及 / 或本商號 / 公司 / 機構之客戶或捐款者使用選擇之服務所提供資料（包括但不限於由本商號 / 公司 / 機構之客戶或捐款者所輸入或提供之賬戶號碼或交易金額）之準確性所產生或有關之任何錯誤、不足、遺漏或延誤而引致之損失及 / 或損害（直接、間接、特別或任何後果）。因以上所引致之索償、損失及 / 或責任，本商號 / 公司 / 機構均會向東亞銀行作出彌償及讓東亞銀行得到全數彌償。
- 二. 本商號 / 公司 / 機構確認及同意東亞銀行就任何有關由本商號 / 公司 / 機構或本商號 / 公司 / 機構之客戶因使用東亞銀行特許供應商二維碼收款應用程式（「該程式」）之服務所產生之任何情況，包括但不限於因網絡黑客操作該程式造成之詐騙交易及所有不成功交易，均無需負上任何責任或義務。東亞銀行因以上情況所引致之索償、損失及 / 或責任，本商號 / 公司 / 機構均會向東亞銀行作出彌償及讓東亞銀行得到全數彌償。
- 三. 本商號 / 公司 / 機構確認及同意東亞銀行有權隨時於上述賬戶扣除因本商號 / 公司 / 機構之客戶或捐款者輸入不正確戶口號碼或銀碼而錯誤地存入不屬於本商號 / 公司 / 機構之款項，而無須預先通知本商號 / 公司 / 機構。

- 四. 本商號/公司/機構確認及同意本商號/公司/機構可於交易日期之後第一個工作天，或由東亞銀行不時訂定之工作天，經東亞銀行不時提供之途徑，獲取有關交易記錄以作參考，但經東亞銀行託收之款項須待東亞銀行收妥後方可入賬。
- 五. 本商號/公司/機構授權東亞銀行由上述賬戶收取與選擇之服務有關之一切收費、支出及費用。
- 六. 本商號/公司/機構明白及確認任何一方均有權提出終止服務，並於生效日期前30天郵寄書面通知至對方最後記錄之通訊地址。本商號/公司/機構進一步同意及確認東亞銀行有權在特殊情況下可自行決定立即暫停或終止服務而不作另行通知，其中包括但不限於(i) 遵守法律或監管規定；及(ii) 本商號/公司/機構被呈請破產或清盤，而東亞銀行對本商號/公司/機構不須承擔因此而產生的任何責任。服務之任何終止並不解除本商號/公司/機構履行繳付上述條款五內所提及之一切收費、支出及費用及終止服務前所產生之責任及義務。
- 七. 本商號/公司/機構明白及確認東亞銀行有權不時向本商號/公司/機構發出合理時間通知以更改此等章則及條款，而有關修訂將於生效日期起被視為有效，並對本商號/公司/機構具有約束力。
- 八. 本商號/公司/機構會以書面通知東亞銀行任何有關地址或其他有關資料之變更。東亞銀行保留確認該等資料之真確性，直至東亞銀行接獲本商號/公司/機構以書面通知有關資料之變更。
- 九. 除本商號/公司/機構及東亞銀行以外，並無其他人士有權按《合約(第三者權利)條例》(香港法例第623章)強制執行此等章則及條款的任何條文，或享有此等章則及條款的任何條文下的利益。
- 十. 本商號/公司/機構重申本商號/公司/機構已閱悉並同意遵照以上一切有關選擇之服務以及企業電子網絡銀行之所有章則及條款。
- 十一. (只適用於使用轉數快二維碼收款服務)
  - (甲) 本商號/公司/機構就轉數快二維碼收款服務在此授權東亞銀行透過本商號/公司/機構的企業電子銀行戶口替本商號/公司/機構啟動在賬戶綁定服務內之要求收款服務(RTP)的功能。
  - (乙) 本商號/公司/機構明白及確認任何一方均有權提出終止服務，並於生效日期前30天郵寄書面通知至對方最後記錄之通訊地址。無論任何一方提出服務之任何終止，本商號/公司/機構授權東亞銀行為終止服務替本商號/公司/機構取消啟動在賬戶綁定服務內之要求收款服務(RTP)的功能。
  - (丙) 本商號/公司/機構同意東亞銀行在特殊情況下可自行決定立即暫停或終止轉數快二維碼收款服務，而不作另行通知，其中包括但不限於(i) 遵守法律或監管規定；及(ii) 本商號/公司/機構被呈請破產或清盤，而東亞銀行對本商號/公司/機構不須承擔因此而產生的任何責任。就上述的目的，本商號/公司/機構授權東亞銀行代表本商號/公司/機構取消啟動有關要求收款(RTP)的功能。
  - (丁) 本商號/公司/機構同意任何暫停或終止轉數快二維碼收款服務不影響在暫停或終止轉數快二維碼收款服務前累計的各方的權利及義務。

日期：\_\_\_\_\_

\_\_\_\_\_  
授權人士簽署\*及印鑑

\*如申請商號為合夥商號，所有合夥人均須簽署。