

Terms and Conditions of Application for Advance Against USD Cheques/Drafts

1. Applications for same day value is subject to the cut-off time specified by BEA from time to time. Applications received by BEA after the cut-off time will be valued and processed on BEA's next business day.
2. BEA shall not be liable to the applicant of this application (the "Applicant") under the enclosed cheque(s)/draft(s) and for any action taken or not taken by it unless directly caused by BEA's gross negligence or willful misconduct. BEA is also not liable for any loss or damage (whether direct or consequential) due to declared or undeclared war; censorship; blockade; insurrection; civil commotion; or any law, decree, regulation, control, restriction or other act of a domestic or of foreign government regulatory authority, court, tribunal or other group or groups exercising governmental powers complying with any court order or applicable laws and regulations, whether de jure or de facto, or any act or event beyond BEA's control.
3. The Applicant agrees to indemnify BEA and its delegate(s) on demand (on a full indemnity basis) or provide BEA with any cash or collateral in such form and value as BEA may require against (without limitation) all claims, demands, payments, losses, liabilities, damages, charges, expenses and costs, proceedings or actions which BEA or BEA's delegate(s) may suffer or incur under or in connection with this application or such cheque/draft.
4. BEA shall have full recourse against the Applicant by debiting any of the Applicant's account(s) maintained at BEA and the Applicant shall on demand refund BEA for any amount advanced to the Applicant and pay BEA any charges and interest as determined by BEA.
5. In the event of fraud or suspected fraud or any other reasons, the original cheque/draft may be detained by the collecting bank/agent/clearing institute/local authority whatsoever BEA shall not be liable and the Applicant shall not hold BEA responsible for any loss or damage resulting from and/or in connection with such detention.
6. The Applicant confirms that it is either the payee of the cheque(s)/draft(s) or has duly acquired the ownership of the cheque(s)/draft(s) by payment in good faith and without any notice of fraud. The Applicant further confirms that BEA has duly negotiated the cheque(s)/draft(s).
7. If at any time any of these terms and conditions is or becomes illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the validity of any of the other terms and conditions of this Application.
8. If this application is signed by more than one applicant, their liability shall be joint and/or several.
9. If the USD or other currency cheque attached with this application, which has been negotiated by BEA, is returned unpaid for whatever reason(s), the returned item may consist of a substitute cheque, which is a paper reproduction of the original cheque that can be created from an electronic image according to the relevant clearing system arrangement, instead of original paper cheque. The Applicant agrees to accept such arrangement and BEA shall have no liability whatsoever in relation thereto.
10. This application is subject to the General Customer Agreement and any other agreements previously signed and executed by the Applicant. In case of conflicts, terms of this application shall prevail to the extent of conflict.
11. This application is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.
12. If there is any conflict between the English and the Chinese versions of these terms and conditions, the English version shall prevail.

美元支票 / 匯票預支申請之條款及細則

1. 即日收妥之申請，受東亞銀行所訂之截數時間限制。東亞銀行於截數時間後所收到之申請，一律會視下一個東亞銀行工作收妥日及作處理。
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3. 申請人有責任於東亞銀行要求下全數償還東亞銀行或其代理在此申請書或該支票 / 匯票所引致之所有支出及根據任何東亞銀行要求提供現金或抵押。該等支出包括但不限於東亞銀行及其代理因此貸款或此支票 / 匯票所招致或引起的所有申索、索求、付款、虧損、責任、損害、賠償、收費及費用、法律程序及訴訟。
4. 東亞銀行擁有全數追索申請人之權利及可扣除任何申請人於東亞銀行開設之賬戶之存款。申請人須按東亞銀行之要求償還東亞銀行所有預付予申請人之金額及所有由東亞銀行確定之相關手續費及利息。
5. 如涉及欺詐或懷疑欺詐或任何情況，原本之支票 / 匯票可能會被代理銀行 / 代理人 / 結算機構 / 當地執法機構拘押。東亞銀行無需對此拘押而帶來之損失及損害負責。
6. 申請人確認申請人是該支票 / 匯票之受款人或申請人在不知悉有任何欺詐之情況下已經善意的透過付款獲取了該支票/匯票之所有權。申請人確認東亞銀行已議付了該支票 / 匯票。
7. 即時在任何時間此申請書之任何一條條款為或變為非法、無效或不能強制執行，此非法、無效或不能強制執行的條款不影響本申請書之其他任何條款。
8. 如本申請書以超過一名申請人簽署，申請人均有個別及 / 或聯同之責任。
9. 東亞銀行由申請人買入之美元或其他貨幣支票如遇有被退回之情況，根據當地票據交換系統之安排，申請人或只可取回由電子影像複製之支票副本代替正本支票。申請人同意並接受以上之安排而東亞銀行就以上之安排不負有任何之責任。
10. 此申請是受制於 **General Customer Agreement** 及任何申請人已簽署及執行之文件所約束。若有任何衝突，就該衝突而言，以此申請書之條款為準。
11. 此申請書是受中華人民共和國香港特別行政區法律所監管及解釋。
12. 本申請書之中文譯本如與英文本有異，蓋以英文本之條款為準。