

#### Conditions on Outward Remittance

1. In the absence of specific instructions to the contrary, the remittance will be effected in the currency of the country in which payment is to be made.
2. The Bank reserves the right to draw an outward remittance on a different place from that specified by the remitter if operational circumstances so require.
3. The Bank may send any message relative to a telegraphic transfer in explicit language, code, or cipher and is not liable for errors, neglect, or default of any correspondent, sub-agent, or other agency.
4. Except for loss or damage due to the Bank's negligence, fraud, or wilful default, the Bank shall not be liable for any loss or damage (whether direct, indirect, or consequential and including, without limitation, loss of profit or interest) due to delay in payment or in giving advice of payment; delay, or failure in processing any payment messages or other information or communication; loss of items in transit or otherwise, mutilation, error, omission, interruption, or delay in transmission or delivery of any item, letter, telegram, or cable or the actions of our correspondents, sub-agent, or other agency; or 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 or other group or groups exercising governmental powers, whether de jure or de facto, or any act or event beyond our control; or from its being misinterpreted upon receipt; or any steps which the Bank, in its sole and absolute discretion, considers appropriate to take in any particular circumstance.
5. Any request for amendment or cancellation has to be made by the remitter in person upon production of proper identity documents, and refund can only be made by the Bank upon receipt of its correspondent's effective confirmation of cancellation and at the Bank's current buying rate for the currency of the remittance at the time of refund. The Bank is entitled to reimbursement from the remitter of the expenses so incurred by itself and its correspondents or agents. All cable/postage charges and commission collected are not refundable.
6. Remitter should note that charges may be levied by the Bank's correspondents or agents, which vary from time to time. All charges incurred outside Hong Kong are for the account of the beneficiary unless specified. However, the Bank is entitled to reimbursement from the remitter for expenses incurred by the Bank, its correspondents, and/or agents.
7. Applications for same day value are subject to cut-off times related to the geographical location of the destination.
8. Instruction for stop payment normally will not be accepted by the Bank unless the draft is lost. Notwithstanding the aforesaid, the Bank shall have the absolute discretion to accept or reject any instruction for stop payment. Where such instruction is accepted, the Bank may charge such fees as it considers appropriate.
9. The Bank will not be responsible for mail service failure if demand draft is despatched on behalf of the remitter.
10. If available and appropriate, draft with drawee agent's name and address preprinted, and relevant magnetic ink characters recognition (MICR) encoded will be issued to the remitter. Upon remitter's request on drawing a draft at a place where the above preprinted draft is not available, draft without MICR encoded shall be issued and remitter should note that the clearing time for such draft will normally be longer than that for draft with MICR encoded.
11. The Bank reserves the right to revise all fees and charges from time to time with prior notice to the customer in accordance with the applicable code of practice.
12. The Bank will only provide services or accept instructions insofar as it is (in the Bank's reasonable opinion) practicable and reasonable to do so, having regard to its regular business practice and procedure. The Bank may at all times and from time to time in its sole discretion without having to state the grounds for such refusal and without any liability whatsoever, refuse to act upon any instructions or such part thereof as the Bank thinks appropriate. The Bank shall comply with laws, rules, regulations, guidelines, requests, and/or recommendations of any organisation or authority that regulates the conduct of banking and/or the provision of remittance service contemplated under the account. The Bank reserves the right to prescribe any conditions subject to which it provides any services or accepts any instruction or to refuse any services or act on any instruction to ensure its compliance with any such applicable laws, rules, regulations, guidelines, requests, and/or recommendations.
13. The Bank shall act in accordance with the laws, rules, regulations, guidelines, requests, and/or recommendations of public and regulatory organisations or authorities operating in various jurisdictions, which relate to, amongst other things, the prevention of money laundering, terrorist financing, and the provision of financial and/or other services to any persons or entities which may be subject to sanctions. The Bank may take any action (including but not limited to the suspension or closure of customer's account) which it, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, rules, regulations, guidelines, requests, and/or recommendations. Such action may include, but is not limited to, the disclosure, interception, and/or investigation of any payment messages and other information or communications sent to or by the customer or on the customer's behalf via the systems of the Bank or any member of the Bank group; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.
14. Remittance messages may, for the purpose of complying with any applicable laws, rules, regulations, guidelines, and requests and/or recommendations contain personal data and/or information of the remitter such as address, date of birth, and the number of the identification document held by the remitter. Such personal data and/or information will be seen or accessed by the beneficiary bank and the beneficiary and to the extent required or permitted by any applicable laws, rules, regulations, guidelines, and requests and/or recommendations be made available, disclosed, and transferred to the other parties or appropriate organisations or authorities, whether located in or outside Hong Kong.
15. The remitter must ensure the beneficiary's information (including but not limited to the detail of intermediary bank, beneficiary bank and beneficiary's name and account number) provided is complete, accurate and valid. The Bank shall not be liable for any losses, damages, or claims that may arise as a result of any rejection, return and or delay due to incomplete, inaccurate or invalid information provided by the remitter and any charges imposed by the related parties arising therefrom shall be borne by the remitter.
16. Relating to any transaction of cross-border remittance to Mainland China under the "Cross-border RMB Trade Settlement Pilot Scheme" where exchange for Renminbi is required, the remitter is required to submit sufficient supporting documents including but not limited to any third party documents to prove to the Bank's satisfaction the genuineness of the underlying cross-border trade transaction. The Bank reserves the right to unwind any transaction in relation to the cross-border remittance to Mainland China for and on behalf of the remitter without incurring any liability, expenses and charges in case such transaction is eventually being classified as non cross-border trade-related as determined by the Bank at its sole discretion, and the Bank is entitled to claim reimbursement from the remitter of the expenses and charges (if any) so incurred by itself, its correspondents and/or its agents. The remitter may suffer a loss in the reversal transaction due to exchange rate fluctuation.
17. The remitter declares and confirms that the cross-border remittance to Mainland China adheres to and is in full compliance with all relevant legal and regulatory requirements of Mainland China and Hong Kong. The remitter further confirms and acknowledges that (i) approval from the relevant Mainland banks and/or Mainland authorities may need to be obtained for the cross-border remittance; and (ii) should the cross-border remittance be rejected by the Mainland banks and/or Mainland authorities, the remitter shall be fully liable and responsible for all the possible consequences (including but not limited to payment of all the relevant charges).
18. No person other than the Customer 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.

(In case of inconsistency between the English version and Chinese version, the English version shall prevail.)

#### 匯款條款

1. 如無特別之指示，匯款將以付款國家之貨幣交付。
2. 如因操作情況所需，本行保留權利支付匯款於匯款人指定以外之地點。
3. 有關電匯之一切電文，本行可自行選用言語、暗碼、或密碼發出；對於代理同業之一切錯誤、疏忽或過失，本行概不負責。
4. 除因本行之疏忽、詐騙或故意失責引致之損失或損害，倘因下列情形而引致之任何損失（不論是直接、間接或相應產生的及包括但不限於利潤或利益的損失），包括：款項交付或通知延誤；任何付款訊息或其他資料或通訊處理延誤或沒有被處理；書函、電報或其他文件在寄發或傳送途中遺失、殘缺、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、規令、條例、管制及其他難以控制之事故；或於收到時誤解；或本行按其獨有及絕對酌情權認為在任何特定情況下為恰當的任何步驟；本行概不負責。
5. 此匯款如需更改或取消，匯款人須備同身份證明文件親到本行辦理，並須候本行接到外國同業通知證明匯款已取消及根據外國同業實際退回之款項依照本行當日買入價折算退回匯款人。本行有權要求匯款人負擔所有因此由其或代理人所招致之費用。所有電報費、郵費及佣金恕不退還。
6. 匯款人應注意代理同業銀行可能徵收不同之費用。在香港以外引致之一切收費，除特別聲明外該由收款人支付，但本行保留權利要求匯款人負擔所有因此匯款而引起之一切費用。
7. 即日收款之匯款申請，須受目的地當之地理時間截限制。
8. 除遺失匯票外，本行一般不會接受停止支付匯票之指示。縱使有前述的規定，本行有絕對酌情權接納或拒絕停止支付匯票之指示。倘指示被接納，本行有權收取其認為適當之費用。
9. 如匯票是代匯款人寄出，本行不負郵誤之責。
10. 在適合的情況下，本行會發出預先印上代理同業銀行名稱、地址及有關磁墨壓印字之匯票予匯款人。如因匯款人有特別指定而本行並無上述之適合匯票，本行將發出無上述預印之匯票，但匯款人應注意此類匯票所需之票據交換時間較一般長。
11. 本行保留權利調整一切費用及收費，並按照適用銀行營運守則須事先通知客戶。
12. 本行將按照慣常業務手法及程序，只在（本行合理認為）可行及合理情況下提供服務或接受指示。本行可隨時及不時自行決定在不給予原因及無須負責的情況下，拒絕執行任何或部份本行認為不當之指示。本行須遵從任何規管銀行營運及/或匯款服務的機構或機關的法律、規則、規例、指引、要求及/或建議。本行保留權利訂立其提供任何服務或接受任何指示或拒絕提供任何服務或執行任何指示所須遵守的任何條款，以確保其遵從任何該等適用的法律、規則、規例、指引、要求及/或建議。
13. 本行須按照在各個司法管轄區的公眾及/或監管機構或機關的與防止洗黑錢活動、為恐怖份子提供資金及向受制裁人士或實體提供財務及其他服務有關的法律、規則、規例、指引、要求及/或建議行事。本行可採取按其獨有及絕對酌情權根據所有法律、規則、規例、指引、要求及/或建議認為恰當的任何行動，包括但不限於暫停或終止客戶之賬戶。該行動可包括但不限於披露、截取及調查通過銀行或集團任何其他成員的系統向客戶發出或由客戶或代客戶發出的任何付款訊息及其他資料或通訊；及就該位人士的姓名或實體的名稱是否屬於受制裁的個人或實體作進一步查詢。
14. 為遵從任何適用法律、規則、規例、指引、要求及/或建議，匯款訊息可載有匯款人的個人資料及/或資訊，如地址、出生日期及其持有的身份證明文件號碼。受款銀行及受款人將查閱或存取該等個人資料及/或資訊至適用法律、規則、規例、指引、要求及/或建議所規定或容許之程度，並向香港以內或以外的其他方或適當的機構或機關提供及披露。
15. 匯款人必須確保所提供之收款人的資料（包括但不限於收款銀行之代理行、收款人之銀行和收款人姓名及賬戶號碼的資料）是完整、準確及有效的。由於匯款人所提供的收款人的資料是不完整、不準確或失效而導致拒收，退回及或延誤所引致之損失，損害或索償，本行概不負責；而所引致之相關的費用，一概由匯款人承擔。
16. 有關「跨境人民幣貿易結算試點計劃」項下之跨境匯款至中國內地並需要兌換人民幣之任何交易，匯款人需向本行提交足夠並符合本行要求之文件，其包括但不限於任何第三方文件，向本行證明其相關的跨境貿易交易之真實性。若該交易最終被本行按其全權酌情決定為不是與跨境貿易有關的，本行保留一切權利代表匯款人沖銷其任何與跨境匯款至中國內地相關的交易而無須負上任何責任及費用，並且本行有權要求匯款人支付所有因此而引起由本行、其代理行及/或代理人所承擔之開支及費用（如有）。匯款人亦有可能在沖銷交易上因匯率波動而蒙受損失。
17. 匯款人聲明及確認其跨境匯款至中國內地依賴及完全符合中國內地和香港之所有相關的法律及監管規定。匯款人進一步確認及承認(i)跨境匯款可能需要獲得中國內地有關銀行及/或有關當局的批准；及(ii)若跨境匯款被中國內地有關銀行及/或有關當局拒絕，匯款人必須完全承擔及負責所有可能因此而引起的後果（包括但不限於支付相關費用）。
18. 除客戶及東亞銀行以外，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）強制執行本條款的任何條文，或享有本條款的任何條文下的利益。

（中英文版本如有歧異，應以英文版本為準。）