

**PLEASE READ THESE SUPPLEMENTAL TERMS AND CONDITIONS CAREFULLY AND MAKE SURE YOU UNDERSTAND THEM BECAUSE THEY FORM PART OF OUR AGREEMENT WITH YOU AND PROVIDE INFORMATION ABOUT OUR SERVICES**

### **SUPPLEMENTAL TERMS AND CONDITIONS FOR E-CHEQUES SERVICES**

#### **1. e-Cheques Services provisions - applicability and definitions**

- (a) The provisions in these Supplemental Terms and Conditions apply to the Bank's services relating to e-Cheques. These Supplemental Terms and Conditions supplement and form part of the "General Terms and Conditions for Accounts" (the "**Existing Terms**") of Agricultural Bank of China Limited, Hong Kong Branch (the "**Bank**", including its successors and permitted assigns). The provisions of the Existing Terms which apply to paper cheques or generally to the Bank's services continue to apply to e-Cheques and the Bank's e-Cheques Services to the extent that they are relevant and not inconsistent with the provisions in these Supplemental Terms and Conditions. The provisions of these Supplemental Terms and Conditions prevail if there is any inconsistency between them and the provisions of the Existing Terms with respect to the e-Cheques Services.
- (b) Unless otherwise expressly stated herein, words and expressions defined in the Bank's "General Terms and Conditions For Accounts" shall have the same meanings in these Supplemental Terms and Conditions.
- (c) For the purpose of the e-Cheques Services, the following terms have the following meanings:

"Bills of Exchange Ordinance" means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.

"Certification Authority" means a certification authority (including its successors and assigns) which is acceptable to the Bank for the purposes of these Supplemental Terms and Conditions.

"Clearing House" means Hong Kong Interbank Clearing Limited and its successors and assigns.

"Deposit Channel" means any channel offered by the Bank from time to time for presentment of e-Cheques for deposit, including the channel provided under the e-Banking Services.

"e-certificate" means a certificate recognized by the Clearing House from time to time for the purpose of issuing e-Cheques that is issued by a Certification Authority.

"e-Cheque" means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi.

"e-Cheque Drop Box" or "e-Cheque Drop Box Service" means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Account" means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Terms" means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.

"e-Cheques Issuance Services" and "e-Cheques Deposit Services" mean the services offered by the Bank to customers from time to time for issuing e-Cheques (including any services relating to e-certificates) and depositing e-Cheques respectively, and "e-Cheques Services" means collectively the e-Cheques Issuance Services and the e-Cheques Deposit Services.

"Industry Rules and Procedures" means the rules and operating procedures governing the handling of e-Cheques adopted by the Clearing House and the banking industry from time to time.

"Payee Bank" means the bank at which a Payee Bank Account is held.

"Payee Bank Account" means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with the Bank into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.

"Payer Bank" means the bank which digitally signed an e-Cheque created by its customer.

## 2. Nature and scope of e-Cheques Services

- (a) The Bank may provide e-Cheques Services at the Bank's discretion. If the Bank provides e-Cheques Services to the Accountholder, the Accountholder may issue e-Cheques and deposit e-Cheques. In order to use the e-Cheques Services, the Accountholder has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank, the relevant Certification Authority and the Clearing House respectively from time to time. The Accountholder may also be required to sign and/or agree to be bound by other terms and conditions, forms and documents prescribed by the Bank and/or the relevant Certification Authority from time to time.
- e-Cheques Issuance Services allow the Accountholder to (i) apply to a Certification Authority through the Bank for issuance of an e-certificate to the Accountholder (only for the purpose of issuing e-Cheques drawn on the Bank through the e-Banking Services); and (ii) issue e-Cheques drawn on the Bank, in accordance with Clause 3 below. Unless otherwise agreed by the Bank, the Accountholder is only allowed to use an e-certificate which is applied for through the e-Cheques Issuance Services for issuing e-Cheques drawn on the Bank.
- (b) e-Cheques Deposit Services allow the Accountholder and other persons to present e-Cheques (whether payable to the Accountholder and/or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Bank's Deposit Channels, in accordance with Clause 4 below.
- (c) The Bank may provide e-Cheques Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time, including Hong Kong dollars, US dollars or Renminbi.
- (d) The Bank has the right to set or vary from time to time the conditions for using the e-Cheques Services. These conditions may include the following (or any of them):
- (i) the service hours of the e-Cheques Services (including cut-off times for issuing, countermanding or presenting e-Cheques);
  - (ii) any maximum total amount or total number of e-Cheques which the Accountholder may issue in any specified period; and
  - (iii) any fees and charges payable by the Accountholder for the e-Cheques Services.

## 3. e-Cheques Issuance Services

- (a) Format of and steps for issuing an e-Cheque
- (i) The Accountholder is required to issue an e-Cheque in the format with such layout specifications and following the steps and inputting the details prescribed by the Bank from time to time. The Accountholder is not allowed to add to, remove from or modify the contents, format, layout or image of an e-Cheque.
  - (ii) Each e-Cheque must be signed by the Accountholder (as payer) and by the Bank (as Payer Bank) with the Bank's respective digital signatures in the sequence set by the Bank, except that the payer's digital signature may not be required for an e-Cheque that is a cashier's order.
  - (iii) Where the Accountholder is allowed to draw an e-Cheque on a joint account, the Accountholder is solely responsible for ensuring that the e-Cheque is signed by such person(s) following such signing arrangement or instruction as authorized or agreed by the joint account holders in respect of the e-Banking Services from time to time.
  - (iv) Where the Accountholder is a corporation, a sole proprietorship or partnership firm or any other entity, the Accountholder is solely responsible for ensuring that each e-Cheque is signed on the Accountholder's behalf by such person(s) following such signing arrangement or instruction as

- authorized or agreed by the Accountholder in respect of the e-Banking Services from time to time.
- (v) Unless otherwise agreed by the Bank, the Accountholder shall not issue any post-dated or back-dated e-Cheque.
- (b) e-certificate
- (i) The Accountholder's digital signature on an e-Cheque must be produced by an e-certificate that is valid (and not expired or revoked) at the time of producing that digital signature. The Bank may pay an e-Cheque upon presentation for payment notwithstanding that the related e-certificate has expired or has been revoked at the time of presentation of the e-Cheque for payment.
- (ii) Subject to the Bank's approval, the Accountholder's digital signature on an e-Cheque may be produced by either a general purpose e-certificate or a specific usage e-certificate.
- (iii) If the Bank approves and the Accountholder chooses to produce the Accountholder's digital signatures by a general purpose e-certificate, the Accountholder is required to maintain a valid general purpose e-certificate on an on-going basis in compliance with Clause 3(b)(i) above.
- (iv) The Bank may provide services relating to the specific usage e-certificate at the Bank's discretion. The Bank's services may include applying for, holding, maintaining, renewing, revoking and managing (or any of the above) a specific usage e-certificate for the Accountholder. If the Bank provides such services and the Accountholder chooses to produce the Accountholder's digital signatures by a specific usage e-certificate, the Accountholder directs and authorizes the Bank to:
- (1) provide such services in the scope and manner set by the Bank from time to time, which may include holding the specific usage e-certificate and the corresponding key and/or password for the Accountholder, and effect and produce the Accountholder's digital signatures on e-Cheques on the Accountholder's behalf as instructed by the Accountholder from time to time; and
- (2) on the Accountholder's behalf (A) apply to the Certification Authority for issuance, maintenance, amendment, renewal, suspension, revocation and any other dealings of or relating to the specific usage e-certificate and in that connection enter into any agreement if required; and (B) take any step (including providing any information and personal data of, relating to or provided by the Accountholder to the Certification Authority or using them) for any purpose relating to the specific usage e-certificate.
- (v) In applying for a specific usage e-certificate for the Accountholder, the Bank is entitled to rely on the information provided by the Accountholder (whether on the Bank's record or otherwise provided by the Accountholder at the time of application). The Accountholder is solely responsible for providing the Bank with correct and up-to-date information. If the Bank obtains a specific usage e-certificate based on incorrect or outdated information provided by the Accountholder, the Accountholder is still bound by any e-Cheque signed by digital signatures produced by that e-certificate.
- (vi) An e-certificate is issued by the relevant Certification Authority. The Accountholder is bound by the terms and conditions (including those terms and conditions in any subscriber agreement or any related rules, certification practice statements or guidelines issued by that Certification Authority in relation to the Accountholder's e-certificate (whether specified by it at the time of application for issuance or subsequently from time to time). The Accountholder is solely responsible for complying with the Accountholder's obligations under those terms and conditions.
- (vii) The Accountholder acknowledges and agrees that the Bank may be appointed and act as a contractor or a sub-contractor of the Certification Authority in relation to the Accountholder's e-certificate for any matter and the Accountholder waives any right whatsoever the Accountholder may have against the Bank arising from or in connection with any such appointment or action.
- (c) Sending e-Cheques to payees
- (i) Once the Accountholder confirms to issue an e-Cheque, the Bank will generate the e-Cheque file. The Accountholder may download the e-Cheque file for delivery to the payee. Alternatively, the Bank may send the e-Cheque file to the payee by electronic means on the Accountholder's behalf, if the Bank offers this service.

- (ii) The Accountholder should not issue an e-Cheque (or instruct the Bank to issue an e-Cheque on the Accountholder' s behalf, if the Bank offers this service) to a payee unless the payee agrees to accept e-Cheques. The Accountholder is solely responsible for:
  - (1) before issuing an e-Cheque (or instructing the Bank to issue an e-Cheque on the Accountholder' s behalf, if the Bank offers this service) to a payee, informing the payee that he may agree or decline to accept the e-Cheque;
  - (2) using secured electronic means and taking appropriate email encryption and other security measures in sending the e-Cheque file; and
  - (3) providing the Bank with correct and up-to-date contact information of a payee to enable the Bank to send the e-Cheque file to the payee by electronic means on the Accountholder' s behalf, if the Bank offers this service.
- (iii) The e-Cheque file will be regarded as having been delivered to the payee upon the Bank sending it to the payee by electronic means using the payee's contact information provided by the Accountholder. The Bank does not have any duty to verify whether the payee has actually received the e-Cheque file. The Bank advises the Accountholder to check with the payee whether he has actually received the e-Cheque file and whether it is sent by the Accountholder or by the Bank.
- (d) **Waiver of presentment requirements**  
Each e-Cheque is only required to be presented by sending it in the form of an electronic record in accordance with the Industry Rules and Procedures. The Bank is entitled to pay each e-Cheque against presentation of its electronic record in that manner without requesting any other form of presentation. Without reducing the effect of Clause 3(a)(i) above and Clauses 5(a) and 5(b) below, the Accountholder expressly accepts the waiver of presentment requirements set out on an e-Cheque from time to time.

#### 4. e-Cheques Deposit Services

- (a) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Bank' s Deposit Channels.
- (b) **e-Cheque Drop Box Service**
  - (i) The e-Cheque Drop Box Service is provided by the Clearing House. The Accountholder is bound by the e-Cheque Drop Box Terms in relation to the Accountholder' s use of the e-Cheque Drop Box Service. The Accountholder is solely responsible for complying with the Accountholder' s obligations under the e-Cheque Drop Box Terms.
  - (ii) In order to use the e-Cheque Drop Box Service, the Accountholder is required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. The Accountholder is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is the Accountholder' s same-name account or an account other than the Accountholder' s same-name account. The Accountholder is responsible for the presentment of all e-Cheques by the Accountholder or any other person using the Accountholder' s e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than the Accountholder' s same-name account).
  - (iii) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but have no obligation to) provide reasonable assistance to the Accountholder. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Accountholder' s request, the Bank may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Accountholder' s e-Cheque Drop Box Account.
  - (iv) The Bank gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, the Accountholder bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which the Accountholder

or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

- (c) The Bank's Deposit Channels  
The Bank may specify or vary from time to time (i) the available Deposit Channels without notice; and (ii) the terms governing the use of any Deposit Channel.

## 5. Handling of e-Cheques, associated risks and the Bank's liabilities

### (a) Handling of e-Cheques

The Accountholder understands that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques drawn by the Accountholder or payable to the Accountholder. Accordingly, the Bank is entitled to pay and collect e-Cheques for the Accountholder in the following manner even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques:

- (i) pay any e-Cheque drawn by the Accountholder on the Bank upon presentment of that e-Cheque to the Bank in accordance with the Industry Rules and Procedures; and
- (ii) collect any e-Cheque payable to the Accountholder by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures.

### (b) Restriction of the Bank's liability

Without reducing the effect of the provisions of the Existing Terms or any other rights that the Bank may have:

- (i) the Bank is not liable for loss, damage or expense of any kind which the Accountholder or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques issued by the Accountholder or presented by the Accountholder or any other person using the Deposit Channels provided by the Bank to the Accountholder, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents;
- (ii) in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Accountholder or any other person may incur or suffer arising from or in connection with the following (or any of them):
  - (1) use of the e-Cheque Drop Box Service by the Accountholder or any other person, or the e-Cheque Drop Box Terms;
  - (2) the Accountholder's failure to comply with the Accountholder's obligations relating to the e-Cheques Services, including the Accountholder's obligation to safeguard against issuance of e-Cheques by unauthorized persons;
  - (3) presentment of any e-Cheque issued by the Accountholder or payable to the Accountholder in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
  - (4) any failure or delay in providing the e-Cheques Services, or any error or disruption relating to the e-Cheques Services, caused by or attributed to any circumstance beyond the Bank's reasonable control; and
- (iii) in no event will the Bank be liable to the Accountholder or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

### (c) The Accountholder's confirmation and indemnity

- (i) The Accountholder accepts the restriction of liabilities and disclaimers imposed by the Bank, the relevant Certification Authority and the Clearing House in relation to the e-Cheques Services and the services provided by the relevant Certification Authority and the Clearing House respectively. The Accountholder accepts and agrees to bear the risks and the liabilities for issuing and depositing e-Cheques.
- (ii) Without reducing the effect of any indemnity given by the Accountholder under the Existing Terms or any other rights or remedies that the Bank may have, the Accountholder will indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any



kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank' s provision of the e-Cheques Services or the Accountholder' s use of the e-Cheques Services.

- (iii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank' s negligence or wilful default or that of the Bank' s officers, employees or agents.
- (iv) The above indemnity shall continue to have effect after the termination of the e-Cheques Services.

**6. Governing law and submission to jurisdiction**

These Supplemental Terms and Conditions are governed by and construed in accordance with the laws of Hong Kong and the Accountholder agrees to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

**7. Language**

In the event of any discrepancies between the English version and the Chinese version of these Supplemental Terms and Conditions, the English version shall prevail.