



**中国农业银行**

AGRICULTURAL BANK OF CHINA

**香港分行**

HONG KONG BRANCH

中國農業銀行股份有限公司香港分行

**Agricultural Bank of China Limited Hong Kong Branch**

Incorporated in the People's Republic of China with limited liability

**Terms and Conditions for Online Account**  
**Opening Pre-Application Service**  
**线上预开户服务条款及细则**

The Online Account Opening Pre-Application Service (as defined in Clause 1) is provided by the Bank (as defined in Clause 1) in accordance with these Terms and Conditions for Online Account Opening Pre-Application Service (hereinafter referred to as the "**Terms and Conditions**"), and the Customer (as defined in Clause 1) shall be bound thereby. Customers are advised to read and understand these Terms and Conditions carefully before using the Online Account Opening Pre-Application Service.

## 1. Definition

1.1. In these Terms and Conditions, unless the context otherwise requires:

"Accounts" means the designated bank accounts that the Customer may open with the Bank through the Online Account Opening Pre-Application Service, each of which is an "Account";

"App" means the application through which the Bank provides its Mobile Banking Service;

"Applicable Law" means, in relation to any person, act or matter, the following which is applicable from time to time to the relevant person, act or matter of a specific matter:

- (a) any law, rules or regulation of any country (or political division of a country) or jurisdiction;
- (b) any duties and obligations imposed by any charter document of any country (or political division of a country) or jurisdiction; and
- (c) any lawful and binding judgment, decision, order, ruling, guidance or direction of any regulatory body or court or authority of any country (or political subdivision of a country) or jurisdiction;

"Application" means the application submitted by the Customer in advance through the Online Account Opening Pre-Application Service for the opening of any Account;

"Bank" means the Agricultural Bank of China Limited, Hong Kong Branch, and any or all of its subsidiaries and/or associated companies;

"China" means the People's Republic of China;

"Compatible Device" means a compatible Apple device, Android device, Huawei HarmonyOS device or any other electronic device or equipment used by the Customer, for the Online Account Opening Pre-Application Service, that runs the operating system versions specified by the Bank from time to time;

"Customer" means a person who submits information in advance through the Online Account Opening Pre-Application Service for the purpose of opening an Account with the Bank;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Mobile Banking Service" means the services provided by the Bank to its Customers so that such Customers can access their Account(s) with the Bank and connect to other services or facilities that the Bank may provide by using mobile phones and/or other online tools permitted by the Bank from time to time, subject to the Terms and Conditions for Use of Mobile Banking Application, Terms and Conditions for use of Biometric Authentication for Mobile Banking, etc.;

"Other Applicable Terms" means any other applicable terms and conditions applicable to the Accounts, products, services, loans and financing provided by the Bank as amended from time to time, including but not limited to the Terms and Conditions for Use of Mobile Banking Application, Terms and Conditions for use of Biometric Authentication for Mobile Banking, etc.; and

"Online Account Opening Pre-Application Service" means the online account opening pre-application service or arrangement provided by the Bank to the Customer at any time through Mobile Banking Service, through which the Customer may submit information in advance for the opening of Account(s) with the Bank.

1.2. Unless otherwise expressly provided to the contrary, in these Terms and Conditions:

- (a) the terms referred to are the terms set out in these Terms and Conditions; and
- (b) any word in the singular includes the plural, and vice versa; any word referring to a specific gender or the neuter includes all genders and the neuter.

1.3. These Terms and Conditions supplement any Other Applicable Terms. In the event of any inconsistency between the provisions of these Terms and Conditions and the provisions of any Other Applicable Terms, the provisions of these Terms and Conditions shall prevail in relation to the Online Account Opening Pre-Application Service.

## **2. Use of the Online Account Opening Pre-Application Service**

2.1. Online Account Opening Pre-Application Service is a function and service under the Bank's Mobile Banking Service. Customers can make an appointment to open Account(s) through the App, and fill in the required personal information and upload the documents required by the Bank from time to time in advance for the Bank's preliminary review.

2.2. If a Customer submits an Application to the Bank through the Online Account Opening Pre-Application Service, the Customer must from time to time provide the Bank with such documents and information as specified in the App and as determined by the Bank from time to time. Customers may be required to provide their identification documents (including but not limited to their Hong Kong Permanent Identity Card, Chinese Resident Identity Card, Chinese Passport or Exit-Entry Permit for Travelling to and from Hong Kong and Macao, etc.) for identity verification and the Bank's preliminary review.

2.3. The data of the identification documents and related information provided by the Customer will be transmitted to and temporarily stored with the Bank, relevant service providers and/or relevant institutions for the purposes of identity verification, confirmation and matters related to Account(s) opening.

2.4. The information provided by the Customer in the App for any Application will be automatically saved during the Application process. If the Customer leaves an incomplete Application midway, the Customer may continue and complete the Application in the App within 30 calendar days from the date of the Application. If the Customer fails to complete the Application within the aforesaid period, the stored personal information will be deleted and the Customer will need to re-submit the Application.

2.5. The Bank will notify the Customer upon completion of the review of the Customer's Application. The Customer must attend a branch of the Bank to sign the required documents for opening the Account(s) within 90 calendar days from the date of receipt of such notification in order to activate the relevant Account(s). If the Customer fails to activate the Account(s) within the aforesaid period, the Bank will delete the Customer's

personal data within one year from the date of the Customer's receipt of such notification.

- 2.6. The Bank may from time to time revise the personal data retention period applicable under the Online Account Opening Pre-Application Service.
- 2.7. If the Customer provides contact information to the Bank during the Application process, the Bank may contact the Customer by SMS, phone or email during the Application or review process.

### **3. Use and Scope of the Online Account Opening Pre-Application Service**

- 3.1. The Bank may from time to time determine, at its sole and absolute discretion, the types of Accounts available under the Online Account Opening Pre-Application Service and any applicable restrictions, conditions, times, charges and other matters relating to the Online Account Opening Pre-Application Service.
- 3.2. The Customer shall comply with these Terms and Conditions as provided and updated by the Bank from time to time when using the Online Account Opening Pre-Application Service, as well as Other Applicable Terms, operational policies, guidelines, conditions and/or requirements relating to the Online Account Opening Pre-Application Service.
- 3.3. The Customer acknowledges and agrees that unless the Customer has completed the approval procedures and necessary processes as required by the Bank from time to time and successfully activated the Account(s), the Account(s) shall not be deemed to have been successfully opened, and the Customer shall not be able to use the functions and related services of the Account(s).
- 3.4. The Customer acknowledges and agrees to the following restrictions set by the Bank that may apply to the Online Account Opening Pre-Application Service (unless otherwise specified by the Bank):
  - (a) even if the Bank has approved the Customer's Application and the Customer has accordingly successfully activated and opened the Account(s), the Bank reserves the right not to provide certain services and uses, and process certain transactions under the Account(s) to that Customer.
  - (b) the Customer is required to attend a branch of the Bank in person and complete the procedures required by the Bank from time to time in order to enjoy the relevant services provided by the Bank for the Account(s).
- 3.5. The Online Account Opening Pre-Application Service] only permits Customers to open Account(s) in the sole-name of the Customer.
- 3.6. The Customer agrees and acknowledges that the Customer will not:
  - (a) allow any other person to use the Customer's Compatible Device, mobile phone number, email address, SMS verification code or any other identification number to use the Online Account Opening Pre-Application Service. If the Customer becomes aware of, believes, or suspects that: (i) any other person may have access to or may be using any of the above information of the Customer; or (ii) any other person is able, or may be able, to use the Customer's Compatible Device or the Online Account Opening Pre-Application Service, or that the Customer's Compatible Device has been taken over or is under the control of any unauthorised person, the Customer must immediately notify and contact the Bank;
  - (b) use or permit any other person to use the Online Account Opening Pre-Application

Service for any unlawful purpose;

- (c) impersonate or attempt to impersonate any other person while using the Online Account Opening Pre-Application Service;
- (d) disrupt or interfere with the App or the server or other software, hardware, or equipment associated with the Online Account Opening Pre-Application Service;
- (e) collect or store personal data of other users of the App (if any);
- (f) perform any decompilation or reverse engineering of any software within the App;
- (g) store pages of the App on any server or other storage device connected to the network or the internet, or systematically download and store all or any pages of the App to create any electronic database;
- (h) delete or alter any content of the App, attempt to circumvent the App, register or interfere with the security features of the servers hosting the App or otherwise disrupt the normal operation of the App; or
- (i) upload or post any content that is unlawful, harmful, inappropriate or offensive on or through the App.

3.7. The Customer agrees and acknowledges that:

- (a) the Customer shall bear full responsibility for all consequences arising from or in connection with the use of the Online Account Opening Pre-Application Service;
- (b) the Customer shall provide the Bank with true, accurate, complete and up-to-date registration and certification information, as well as other required information and documents, none of which shall be misleading in any respect;
- (c) the Customer shall protect and keep his Compatible Device and personal data secure; and
- (d) the Bank may assume that any person using the Bank's Online Account Opening Pre-Application Service through the Customer's Compatible Device, email address, mobile phone number, SMS verification code or any other identification number is the Customer himself.

3.8. The Bank may, at its discretion, at any time add to, modify, restrict, suspend or terminate the Online Account Opening Pre-Application Service.

3.9. With respect to any Accounts, services or transactions arising from or in connection with the Online Account Opening Pre-Application Service, the Bank may send notices to the Customer by electronic means or otherwise.

#### **4. Content**

4.1. The Bank makes no representations or warranties as to the accuracy, completeness, timeliness, correctness, reliability, credibility, quality, suitability or originality of any content or information ("**Content**") provided to the Customer through the App during the Customer's use of the Online Account Opening Pre-Application Service, and to the maximum extent permitted by Applicable Law, the Bank hereby disclaims all implied warranties, conditions or other terms of any kind.

- 4.2. The Customer agrees that it will verify such Content before taking any action based on it. The Customer must carefully evaluate any use of the Content, including its accuracy and completeness, and shall bear all associated risks. All Content is provided for informational purposes only and is not intended to constitute authorities, recommendations or opinions on which the Customer or any other person may rely. The Customer should seek independent advice regarding any such Content.
- 4.3. The Bank does not and cannot guarantee that the App is free from computer viruses or other codes that may contain infectious or destructive elements, and the Bank shall bear no liability in this regard. The Customer is responsible for implementing appropriate information technology security measures (including virus and other security detection) to meet the specific requirements for security and reliability of the App and Content.
- 4.4. If the Customer's use of the Online Account Opening Pre-Application Service results in the need for repair or replacement of any property, materials, equipment or data, the Bank shall not be liable for any such costs.

## **5. Customer's Personal Data**

The Bank collects, uses and processes the personal data of users of the Online Account Opening Pre-Application Service in accordance with the Bank's Notice to Customers relating to the Personal Data (Privacy) Ordinance ("**Notice**"). By using the Bank's Online Account Opening Pre-Application Service, the Customer confirms its acceptance of the Notice and agrees that the Bank may use and process the Customer's personal data in accordance with the provisions of the Notice.

## **6. Access to Online Account Opening Pre-Application Service and Customer's Compatible Device**

- 6.1. The Customer is responsible for ensuring that the Customer's Compatible Device meets and is compatible with all required technical specifications to enable the Customer to access and use the Bank's Online Account Opening Pre-Application Service. The fact that a device is a Compatible Device does not represent any recommendation or endorsement by the Bank of the Customer's Compatible Device, or any connected software, hardware, network or services running on such Compatible Device, or any representation or warranty as to its performance or operation. The Customer shall be solely responsible for the selection, updating and maintenance of the Compatible Device. The Customer shall be solely responsible for all issues relating to the use, operation and performance of the Compatible Device, and all costs and expenses associated therewith, including any telecommunications service charges.
- 6.2. The Bank's Online Account Opening Pre-Application Service and/or the App are provided on an "as is" and "as available" basis, and the Customer shall bear full responsibility for all risks arising from its use. The Bank does not guarantee that the Online Account Opening Pre-Application Service will be continuously available or operate without interruption or error. If any part or all of the functions or applications of the Bank's Online Account Opening Pre-Application Service and/or the App may not be available at certain times, or for any other reason, the Bank may, at its absolute discretion, revise, suspend or withdraw the Online Account Opening Pre-Application Service or the App without notice to the Customer. The Customer agrees that the Bank shall have no liability to the Customer or any third party for any unavailability of, or any revision, suspension or withdrawal of, any feature or any part or all of the Online Account Opening Pre-Application Service or the App.
- 6.3. The Bank shall not be liable for the Customer's inability to access the Online Account

Opening Pre-Application Service normally or fully, or for any performance issues with the Customer's connected software, hardware, network or services (including but not limited to any software or operating system running on the Customer's Compatible Device). In addition, given the nature of the internet, the transmission of information and transactions may be subject to interference, transmission interruptions, delayed transmissions or erroneous data transmissions. The Bank shall not be liable for any failure of telecommunications facilities or infrastructure outside the Bank's control that may affect the accuracy or timeliness of any information or documents the Customer intends to send or upload.

- 6.4. If the Bank becomes aware or has reasonable grounds to suspect that the use of the Bank's Online Account Opening Pre-Application Service involves any security breach or other suspicious activity, the Bank reserves the right to suspend, delay or refuse to take any action.

## **7. Limitation of Liability**

- 7.1. Except to the extent caused by the Bank's wilful default or where such liabilities cannot be restricted or excluded under Applicable Law, the Bank shall not be liable to the Customer for:

- (a) accessing any information in connection with the use of the Online Account Opening Pre-Application Service and/or the App, or providing the Online Account Opening Pre-Application Service and/or the App to the Customer or any other person;
- (b) any interference, interception, suspension, delay, loss, unavailability, destruction or other error occurring in the provision of the Online Account Opening Pre-Application Service, or in the transmission of instructions or information related to the Online Account Opening Pre-Application Service, or in circumstances connected therewith, due to any act, omission or circumstance beyond the Bank's reasonable control, including but not limited to any failure of computer, telecommunications, electrical or network systems, or changes from time to time in restrictions imposed by Applicable Law;
- (c) the transmission and/or storage of information and/or data relating to the Customer or the Online Account Opening Pre-Application Service through or on any telecommunications network provider's systems, equipment or facilities; or
- (d) under Applicable Law, any direct, incidental, consequential or indirect damage, loss or data corruption, loss of profits, loss of revenue, loss of goodwill, loss of opportunities or anticipated savings, or any other loss or damage of any kind (whether or not the Bank has been advised of the possibility of such loss) caused by the Customer's access to, reliance on, use of or inability to use the Online Account Opening Pre-Application Service.

- 7.2. If the Bank is held liable for any act or omission, the Bank's liability shall be limited to the amount of the relevant transaction or the Customer's direct damages (whichever is lower).

## **8. Indemnity**

The Customer shall indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of any nature which the Bank may suffer, incur or sustain as a result of accepting and relying on any information or communication (or any related information or communication) provided to the Bank through the Online Account Opening Pre-Application Service and/or the App, or any breach by the Customer of any

provision, representation or warranty in these Terms and Conditions or any Other Applicable Terms.

## **9. General Provisions**

- 9.1. These Terms and Conditions constitute the entire agreement and understanding between the Customer and the Bank with respect to the Customer's use of the Online Account Opening Pre-Application Service and supersede all prior agreements between the Customer and the Bank in relation to such subject matters. The Customer agrees that it shall have no claim against the Bank in respect of any representation not expressly set out in these Terms and Conditions.
- 9.2. If any provision of these Terms and Conditions (or any part of any provision of these Terms and Conditions) is held to be invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of these Terms and Conditions (or the remainder of that provision). If any court of competent jurisdiction determines that the Bank is not entitled to enforce any part of these Terms and Conditions as drafted, the Bank may replace that provision with a similar term which the Bank can enforce under Applicable Law, and the remaining terms of these Terms and Conditions shall remain in full force and effect. No delay by the Bank in exercising any right under these Terms and Conditions shall constitute a waiver of that right.
- 9.3. The Bank reserves the right to amend these Terms and Conditions at any time by giving prior notice. The Bank may give such notice by display, advertisement or any other means the Bank deems appropriate. If the Customer continues to use the Online Account Opening Pre-Application Service on or after the effective date of any amendment, the Customer will be bound by that amendment.
- 9.4. No person who is not a party to these Terms and Conditions shall have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or benefit from any provision of these Terms and Conditions.

## **10. Governing Law and Jurisdiction**

These Terms and Conditions and the Customer's use of the Online Account Opening Pre-Application Service shall be governed by the laws of Hong Kong. The Customer irrevocably agrees that the courts of Hong Kong shall have non-exclusive jurisdiction over any dispute between the Customer and the Bank arising out of or in connection with these Terms and Conditions and/or the Online Account Opening Pre-Application Service. Nothing in these Terms and Conditions shall prevent the Bank from taking proceedings in respect of the protection of its intellectual property rights or any other matter in connection with these Terms and Conditions and/or the Online Account Opening Pre-Application Service in any other jurisdiction or before any court of competent jurisdiction.

If there is any conflict between the English and Chinese version of these Terms and Conditions, the English version shall prevail.

线上预开户服务（定义见第 1 条）由本行（定义见第 1 条）根据本线上预开户服务条款及细则（以下简称本「**条款及细则**」）提供，客户（定义见第 1 条）受其约束。客户在使用线上预开户服务之前，请细阅及了解本条款及细则。

## 1. 释义

1.1. 在本条款及细则中，除非文意另有所指，否则：

「账户」是指客户可通过线上预开户服务在本行开立的指定银行账户，各账户均为「账户」；

「应用程式」是指本行提供掌上银行服务的应用程式；

「适用法律」就任何人士、行动或事宜而言，是指在每一事项中不时适用于有关人士、行动或事宜之：

- (a) 任何国家（或国家之政治分区）或司法管辖区之任何法律、法则或规则；
- (b) 任何国家（或国家之政治分区）或司法管辖区之任何特许文件所规定之任何责任及义务；及
- (c) 任何国家（或国家之政治分区）或司法管辖区之监管机构或管辖法院或权力机关之任何合法及具约束力之裁决、决定、命令、裁定、指引或指示；

「申请」是指客户通过线上预开户服务为开立任何账户预先提交资料的申请；

「本行」是指中国农业银行股份有限公司香港分行，与及其任何或所有附属公司及／或相联公司之统称；

「中国」是指中华人民共和国；

「相容设备」是指客户为线上预开户服务而使用的相容苹果设备、安卓设备、华为鸿蒙设备，及运行本行不时指定的作业系统版本的任何其他电子设备或器材；

「客户」是指透过线上预开户服务，为开立本行账户而预先提交资料的人士；

「香港」是指中华人民共和国香港特别行政区；

「掌上银行服务」是指本行向其客户提供以便该等客户可透过使用手提电话及／或本行不时允许的其他网上工具登入其本行账户及连接到本行可能提供的其他服务或设施的服务，其受制于掌上银行应用程式条款及细则、掌上银行应用程式生物认证条款及细则等条款所限；

「其他适用条款」是指任何其他适用于本行所提供的账户、产品、服务、贷款和融资并不时修订的适用条款和细则，包括但不限于掌上银行应用程式条款及细则、掌上银行应用程式生物认证条款及细则等；及

「线上预开户服务」是指本行在任何时间透过掌上银行服务为客户提供，使其可以为开立本行账户而预先提交资料的线上预开户服务或安排。

1.2. 除另有明订的相反条文外，在本条款及细则中：

- (a) 所提述之条款是指本条款及细则所载之条款；及

(b) 任何意指单数之字眼包含众数意思，反之亦然；任何意指单一性别或中性之字眼包含所有性别及中性意思。

1.3. 本条款及细则补充各其他适用条款。如果本条款及细则的规定与任何其他适用条款的规定之间存在任何不一致之处，则就线上预开户服务而言应以本条款及细则的规定为准。

## **2. 使用线上预开户服务**

2.1. 线上预开户服务为本行掌上银行服务下的一项功能和服务。客户可透过应用程序预约开立账户，并预先填妥所需个人资料及上传本行不时要求提供的文件，以供本行预先审核。

2.2. 如客户通过线上预开户服务向本行递交申请，客户须按照应用程序上的要求，向本行不时提供由本行不时决定所需之文件及资料。客户可能会被要求提供其身份证明文件（包括但不限于其香港永久性居民身份证、中国居民身份证、中国护照或往来港澳通行证等），以供本行进行身份验证及预先审核。

2.3. 客户提供的身份证明文件及有关资料的数据将会传输及暂存至本行、相关服务商及/或相关机构，以用作身份验证、核实及开立账户相关之用。

2.4. 客户于应用程序为任何申请所提供的资料将会于申请过程中自动储存。如果客户中途离开未完成的申请，客户可于申请日起计 30 个历日内于应用程序继续并完成申请。如果客户未能在上述期限内完成申请，已储存的个人资料将被删除，届时客户需重新递交申请。

2.5. 本行完成审核客户的申请后，将向客户发出通知。客户需要在收到通知当日起计 90 个历日内前往本行分行签署开立账户的所需文件以激活相关账户。如果客户未能在上述期限内激活账户，本行将于客户收到通知当日起计一年内删除客户的个人资料。

2.6. 本行可不时修订线上预开户服务下适用之个人资料保存期限。

2.7. 如果客户在申请过程中向本行提供了联络资料，本行在申请或审核过程中可能会通过短讯、电话或电邮形式联络客户。

## **3. 线上预开户服务的使用及范围**

3.1. 本行可不时自行及绝对酌情决定线上预开户服务下适用之账户类型及有关线上预开户服务之适用限制、条件、时间、收费及其他与线上预开户服务相关的事项。

3.2. 客户须在使用线上预开户服务时遵守由本行不时提供及更新的本条款及细则，及与线上预开户服务有关的其他适用条款、操作政策、指引条件及/或要求。

3.3. 客户确认并同意，除非客户已完成本行不时规定的审批程序及必要流程，并成功激活账户，否则账户不能视为成功开立，而客户亦未能使用账户的功能及相关服务。

3.4. 客户确认及同意以下本行制定的可能适用于线上预开户服务之限制（除本行另行规定）：

(a) 即使本行已审批其申请而客户亦相应地成功激活及开立了账户，本行亦有权不向客户提供账户下的某些服务和用途，以及不处理账户下的某些交易。

(b) 客户需要亲临本行分行，完成本行不时要求的程序，以享受本行为账户提供的相关服务。

3.5. 线上预开户服务只允许开立客户的个人单名账户。

3.6. 客户同意并确认客户不会做出以下行为：

- (a) 允许任何其他人士透过使用客户的相容设备、手提电话号码、电邮地址、短讯验证码或任何其他识别号码以使用线上预开户服务。倘若客户知悉、相信或怀疑：(i) 有任何其他人士可能取用或可能正在使用客户的上述资料；(ii) 有任何其他人士能够取用或可能正在使用客户的相容设备或线上预开户服务，或客户的相容设备已被任何未经授权人士占用或控制，客户必须立即通知及与本行联络；
- (b) 使用或容许任何其他人士使用线上预开户服务作任何非法用途；
- (c) 在使用线上预开户服务时冒充或试图冒充为其他人；
- (d) 扰乱或干扰应用程式、或与线上预开户服务相关的伺服器、或其他软体、硬体、或设备；
- (e) 收集或储存应用程式中其他使用者的个人资料（如有）；
- (f) 对应用程式内的任何软体进行任何反编码或逆向工程；
- (g) 在任何连接至网路或互联网的伺服器或其他储存装置上储存应用程式的页面，或透过对应用程式所有或任何页面的有系统下载和储存制作任何电子资料库；
- (h) 删除或变更应用程式的任何内容、试图规避应用程式、对应用程式所寄存的伺服器之安全装置进行注册或干扰应用程式的正常运作；或
- (i) 在应用程式上或透过应用程式上载或刊载任何违法、有害、不当或侵犯性的内容。

3.7. 客户同意并确认：

- (a) 就由使用线上预开户服务而引起或有关的所有后果承担所有责任；
- (b) 将向本行提供真实、准确、完整及最新之登记及核证资料，以及其他所需资料及文件，其所有将不会于任何方面具有误导成份；
- (c) 将保护及安全保管其相容设备和个人资料；及
- (d) 本行可假设透过客户的相容设备、电邮地址、手提电话号码、短讯验证码或任何其他识别号码使用本行线上预开户服务的任何人士均为客户本人。

3.8. 本行可酌情于任何时间增加、修改、限制、暂停或终止线上预开户服务。

3.9. 有关由线上预开户服务产生或与线上预开户服务有关之任何账户、服务及交易，本行可通过电子途径或其他方式向客户发送通知。

## 4. 内容

4.1. 对于在客户使用线上预开户服务过程中透过应用程式向客户提供的任何内容或资讯（「内容」）之准确性、完整性、时效性、正确性、可靠性、可信性、品质、适用性或原创性，本行没有作出或给予任何陈述或保证，并且在适用法律允许的最大范围内，本行谨此排除一切默示保证、条件或任何类型的其他条款。

- 4.2. 客户同意，在基于任何内容作出任何行动前，其会查验该等内容。客户必须对任何内容的使用，包括对任何内容的准确性及完整性，作出仔细评估，并须自行承担一切相关风险。所有内容均仅作为资料的目的而提供，无意构成予以客户或任何方依赖的任何权威、建议或意见。客户应就任何该等内容寻求独立意见。
- 4.3. 本行无法亦没有保证应用程式不存在任何电脑病毒及/或其他可能带有感染或破坏性元素的代码，本行不会就此承担任何责任。客户有责任实施适当的资讯技术安全保护措施（包括防止病毒及其他安全检测），以满足应用程式及内容就安全性和可靠性的特定要求。
- 4.4. 倘若客户对线上预开户服务的使用导致需要进行任何维修或更换任何财产、物料、设备或数据，本行不会就此负责任何该等费用。

## 5. 客户的个人资料

本行依据本行的关于个人资料（私隐）条例致客户的通知（「通知」）收集、使用及处理线上预开户服务使用者的个人资料。客户使用本行的线上预开户服务，即代表其确认同意本行的通知，并且同意本行可按照该通知所载的规定使用及处理客户的个人资料。

## 6. 对线上预开户服务及客户的相容设备取用

- 6.1 客户有责任确保客户的相容设备符合并相容一切所需的技术规格，令客户可取用及使用本行的线上预开户服务。纵使设备为相容设备，并不代表本行就客户的相容设备、在该等相容设备上运行的任何连接的软体、硬体、网路或服务作出任何推荐或认许，或就其性能或运作作出任何陈述或保证。客户全权负责选择、更新及维修相容设备。一切与其使用、运作和性能有关的问题以及与该等相容设备有关的任何费用和开支，包括任何电讯服务的收费，均须由客户自行负责。
- 6.2 本行的线上预开户服务及/或应用程式是以按「现况」和「现有」的基础供应及提供，客户须就使用线上预开户服务所产生的任何及所有风险自行承担全部责任。本行不保证线上预开户服务会在持续不断或没有中断或错误的情况下运作。如果本行的线上预开户服务及/或应用程式之任何部分或全部功能或应用可能会于部分时间无法提供，或出于任何其他原因，本行可自行及绝对酌情决定修订、暂停提供或撤回线上预开户服务或应用程式，无需向客户发出通知。客户须同意本行无需就线上预开户服务或应用程式的任何特色、部分或全部内容的无法提供或其修订、暂停或撤回而向客户或任何第三方承担任何责任。
- 6.3 就客户无法正常地或完全取用线上预开户服务的情况，或客户连接的软体、硬体、网路或服务（包括但不限于客户的相容设备上运行的任何软体或作业系统）的性能问题，本行无需就此负责。此外，鉴于互联网性质，资讯及交易的传送可能会受到干扰、传输中断、延误传输或错误数据传输的影响。对于在本行控制范围以外而可能对客户拟发送或上载资讯或文件的准确性或及时性产生影响的任何电讯设施或基础建设的故障，本行概不承担责任。
- 6.4 倘若本行知悉或有合理理由怀疑对本行线上预开户服务的使用涉及任何破坏保安的行为或其他可疑的情况，本行有权暂停、延迟或拒绝作出任何行动。

## 7. 责任限制

- 7.1. 除非由于本行故意违约所致或根据适用法律该等责任不可予以限制或排除，本行无需就以下各项向客户承担任何责任：
  - (a) 对线上预开户服务及/或应用程式的使用而取用任何资讯，或为客户或任何其他人士

提供线上预开户服务及/或应用程序；

- (b) 由于在本行合理控制范围以外的任何作为、遗漏或情况导致在线上预开户服务提供的过程中或在传输与线上预开户服务相关的指示或资料的过程中或在与线上预开户服务有关的情况中出现任何干扰、拦截、暂停、延误、丢失、不可用、毁损或其他故障，包括但不限于任何电脑、电讯、电力或网路的故障或任何适用法律所施加的限制的不时变更；
- (c) 透过或在任何电讯网路供应商的系统、设备或工具上传输及/或储存与客户或线上预开户服务有关的资料及/或数据；或
- (d) 在适用法律的规范下，由于客户取用或依赖或使用或无法使用线上预开户服务而导致的任何直接附带、相应或间接损害、损失或资料损坏、利润损失、收入损失、商誉损失、机会损失或预期节省损失或任何类型的任何其他损失或损害（无论本行是否已获告知其发生的可能性）。

7.2. 倘若本行由于任何原因被裁定须就本行的行为或遗漏承担责任，本行的责任将只限于相关交易的金额或客户的直接损害(以两者中的较低数额为准)。

## 8. 弥偿

客户须就本行因接受及依赖通过线上预开户服务及/或应用程序提供予本行的任何资讯或通讯（或与之相关的任何资讯或通讯）或因客户就本条款及细则或任何其他适用条款中的任何条款、陈述或保证的任何违反而蒙受、遭受或招致的任何性质的所有诉讼、申索、要求、责任、损失、赔偿、成本和费用向本行作出弥偿。

## 9. 一般规定

- 9.1. 本条款及细则是客户与本行之间就客户对线上预开户服务所订立的全部协议及理解，并应取代客户与本行之间在此之前就该主题事项订立的一切协定。客户同意，客户无权就没有在本条款及细则中明示载列的任何陈述向本行提出任何权利主张。
- 9.2. 本条款及细则中任何规定(或本条款及细则任何规定的任何部分)无效或不可执行，不会影响本条款及细则任何其他规定(或该规定的其余部分)的有效性或可执行性。倘若任何具有管辖权的法院裁定本行不可按照其草拟的方式执行本条款及细则的任何部分，本行可在任何适用法律下可予执行范围内使用类似的条款取代该相关条款，而本条款及细则的其余条款则维持不变。本行就本条款及细则的任何条款的延迟执行概不构成本行对该条款下任何权利的放弃。
- 9.3. 本行有权通过提前通知随时修订本条款及细则。本行可通过展示、广告或本行认为适当的其他途径发出通知。如果客户在修订生效当日或之后继续使用线上预开户服务，则客户将受任何该等修订所约束。
- 9.4. 非本条款及细则一方的任何人士，无权根据《合约(第三者权利)条例》(香港法例第 623 章)执行或受利于本条款及细则的任何规定。

## 10. 管辖法律及司法管辖权

本条款及细则及客户对线上预开户服务的使用受香港的法律管辖。客户同意香港法院对客户与本行之间有关本条款及细则及/或线上预开户服务的任何争议具有非专属的司法管辖权。本条款及细则的任何规定均没有妨碍本行就其知识产权的保护或与本条款及细则及/

或线上预开户服务相关的任何其他事项在任何其他司法管辖区或任何具有司法管辖权的法院提起相关法律程序。

若本条款及细则的英文版本及中文版本有任何歧异，概以英文版本为准。