



**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

**SUPPLEMENTAL**

**TERMS AND CONDITIONS FOR E-CHEQUE SERVICES**

**適用於電子支票服務之補充條款**

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.

本文乃提供本銀行服務之資料及構成閣下與銀行間之協議，詳情請參閱下列補充條款以確保閣下明白其條款及條件。

### **適用於電子支票服務之補充條款**

#### **1. 電子支票服務條文 - 適用性及定義**

本補充條款內的條文適用於銀行有關電子支票的服務。本補充條款補充中國農業銀行股份有限公司香港分行(“銀行”，包括其繼承人及認許受讓人)的《賬戶之一般條款》(“現有條款”)並構成現有條款的一部份。現有條款中適用於實物支票或適用於銀行一般服務的條文，凡內容相關的且不與本部份條文不一致的，將繼續適用於電子支票及銀行的電子支票服務。就電子支票服務而言，若本補充條款內的條文跟現有條款的條文出現不一致，均以本補充條款內的條文為準。

(a) 除非在此另有表示，否則此補充條款內之所用詞語的定義將與銀行《賬戶之一般條款》內所用詞語的定義相同。

(b) 就電子支票服務為目的，下列詞語具下列定義：

“匯票條例”指香港法例第19章〈匯票條例〉，可被不時修訂。

“核證機關”就本補充條款而言，指一間銀行可接受之核證機關(包括其繼承人及受讓人)。

“結算所”指香港銀行同業結算有限公司及其繼承人及受讓人。

“存入途徑”指銀行不時提供用作出示電子支票以求存入的任何途徑(包括電子銀行服務下提供之途徑)。

“電子證書”指由核證機關發出的並獲結算所不時為簽發電子支票目的而承認的證書。

“電子支票”指以電子紀錄(按香港法例第553章〈電子交易條例〉定義)形式簽發的支票(包括銀行本票)。電子支票可以港幣、美元及人民幣簽發。

“電子支票存票服務”指由結算所提供接受出示電子支票的電子支票存票服務，但電子支票存票服務使用者必須先跟結算所登記電子支票存票服務戶口，方可出示電子支票以存入受款人戶口，本定義可根據電子支票存票服務條款不時修訂。

“電子支票存票服務戶口”指電子支票存票服務的使用者戶口，每位電子支票存票服務使用者必須先跟結算所登記其使用者戶口方可使用電子支票存票服務出示電子支票以存入受款人戶口，本定義可根據電子支票存票服務條款不時修訂。

“電子支票存票服務條款”指由結算所不時指定的條款及細則，以規管由結算所提供的電子支票存票服務的使用。

“電子支票簽發服務”及“電子支票存入服務”指由銀行不時向客戶分別為簽發電子支票(包括任何有關電子證書的服務)及存入電子支票而提供的服務，而“電子支票服務”則一併指“電子支票簽發服務”及“電子支票存入服務”。

“業界規則及程序”指結算所及銀行業界就規管電子支票的處理而不時採用的規則及運作程序。

“受款人銀行”指受款人戶口所在的銀行。

“受款人戶口”就每張使用電子支票存入服務出示以存入的電子支票而言，指該電子支票的受款人在銀行持有的銀行戶口，而該戶口可以是受款人的個人名義戶口或受款人的聯名戶口。

“付款人銀行”指為其客戶簽發的電子支票作出數碼簽署的銀行。

#### **2. 電子支票服務的性質及範圍**



- (a) 銀行可酌情選擇提供電子支票服務。如銀行向賬戶持有人提供電子支票服務，賬戶持有人可以簽發電子支票及存入電子支票。為使用電子支票服務，賬戶持有人須提供銀行、有關核證機關及結算所分別不時要求或指定的資料及文件，並須接受銀行、有關核證機關及結算所分別不時要求或指定的條款及細則。賬戶持有人亦可能需要簽署銀行及／或有關核證機關不時指定的表格及文件及／或同意接受其他條款所約束。
- (b) 電子支票簽發服務讓賬戶持有人 (i) 經銀行向核證機關申請電子證書予賬戶持有人（只限於簽發經電子銀行服務簽發而以銀行為受票人的電子支票之用途）；及(ii) 可按下列第 3 條簽發由銀行受票的電子支票。除銀行另行同意外，賬戶持有人只可使用經電子支票簽發服務申請的電子證書簽署以銀行為受票人的電子支票。
- (c) 電子支票存入服務讓賬戶持有人及其他人士可按下列第 4 條使用結算所提供的電子支票存票服務或使用銀行的存入途徑出示電子支票（不論向賬戶持有人及／或受款人戶口的任何其他持有人支付）以存入銀行（作為受款人銀行）。
- (d) 銀行可為銀行不時指定的貨幣（包括港幣、美元或人民幣）簽發的電子支票，提供電子支票服務。
- (e) 銀行有權不時設定或更改使用電子支票服務的條件。該等條件可包括下列各項（或任何一項）：
  - (i) 電子支票服務的服務時間（包括簽發、止付或出示電子支票的截止時間）；
  - (ii) 賬戶持有人在任何指定時段可以簽發電子支票的最高總金額或最多支票總數量；及
  - (iii) 賬戶持有人須就電子支票服務支付的任何費用。

### 3. 電子支票簽發服務

- (a) 電子支票的版式及簽發電子支票的步驟
  - (i) 賬戶持有人須按銀行不時指定的步驟及輸入銀行不時指定的資料，並按指定的版式及規格簽發每張電子支票。賬戶持有人不可加入、移除或修改電子支票的內容、版式、排列或影像。
  - (ii) 每張電子支票必須由賬戶持有人（作為付款人）及銀行（作為付款人銀行）按銀行設定的次序分別以賬戶持有人及銀行的數碼簽署式樣簽署，但如電子支票為銀行本票，則無須由付款人簽署。
  - (iii) 當賬戶持有人被容許由聯名戶口簽發電子支票，賬戶持有人須自行負責確保該電子支票按聯名戶口持有人不時在電子銀行服務下之授權或同意的簽署安排，由獲授權人士（等）簽署。
  - (iv) 如賬戶持有人為公司、獨資商號或合夥商號或任何其他實體，賬戶持有人須自行負責確保每張電子支票均按賬戶持有人不時在電子銀行服務下之授權或同意的簽署安排，由獲授權人士（等）代表賬戶持有人簽署。
  - (v) 除銀行另行同意外，賬戶持有人不可出具遠期或回溯之電子支票。
- (b) 電子證書
  - (i) 賬戶持有人在電子支票上的數碼簽署必須由有效的電子證書產生，該電子證書必須在產生該數碼簽署時有效，並且未過期或被註銷。銀行可選擇支付電子支票，即使在該電子支票被提交要求支付時有關之電子證書已過期或被註銷。
  - (ii) 如銀行批准，賬戶持有人在電子支票上的數碼簽署可由一般用途電子證書或特定用途電子證書產生。
  - (iii) 如銀行批准而賬戶持有人選擇用一般用途電子證書產生數碼簽署，賬戶持有人須遵從上述第 3(b)(i)條維持一般用途電子證書持續有效。
  - (iv) 銀行可酌情選擇提供有關特定用途電子證書的服務。銀行的服務可包括代賬戶持有人申請、持有、維持、更新、註銷及管理特定用途電子證書（或上述任何一項服務）。如銀行提供該等服務，且賬戶持有人選擇用特定用途電子證書產生賬戶持有人的數碼簽署，賬戶持有人指示及授權銀行：
    - (1) 按銀行不時設定的範圍及方式提供該等服務，這可包括代賬戶持有人持有特定用途電子證書及相關密碼匙及／或密碼，及代賬戶持有人按賬戶持有人不時指示在電子支票上產生賬戶持有人的數碼簽署；及
    - (2) 代表賬戶持有人(A)向核證機關申請特定用途電子證書的出具、維持、修改、更新、暫時吊銷、註銷及任何與該證書有關的任何事項，及如在被要求下簽訂任何有關的協議；及(B)作出任何步驟（包括向發出特定用途電子證書的核證機關提供任何由賬戶持有人提供或與其有關的資料及個人資料或使用它們），以實現特定用途電子證書的任何目的。
  - (v) 代賬戶持有人申請特定用途電子證書時，銀行有權依賴賬戶持有人提供的資料（不管是在銀行紀錄內或在申請時由賬戶持有人提供的）。賬戶持有人須自行負責向銀行提供正確及最新的資料。如銀行根據賬戶持有人提供的不正確或過時資料獲取了特定用途電子證書，賬戶持有人仍須受由該電子證書產生的數碼簽署所簽發的任何電子支票約束。
  - (vi) 每張電子證書皆由有關核證機關發出。就賬戶持有人的電子證書，賬戶持有人受發出該電子證書的核證機關的指定條款及細則(包括任何登記人協議內或該核證機關發出的有關守則、核證作業準則或指引內的任何條款及細則)的約束（不論是在申請時發出或後來不時發出的）。賬戶持有人須自行負責遵守賬戶持有人在該等條款及細則下的責任。
  - (vii) 賬戶持有人確認及同意就任何與賬戶持有人的電子證書有關的事情，銀行可被核證機關委任為承辦商或分承辦商及以此身份作出行為。賬戶持有人放棄行使任何就該等委任或行為而可能產生可針對銀行的權利。
- (c) 向受款人傳送電子支票

- (i) 當賬戶持有人確認簽發電子支票，銀行會產生電子支票檔案。賬戶持有人可下載電子支票檔案用以自行傳送予受款人。銀行亦可代賬戶持有人向受款人以電子方式傳送電子支票檔案，如銀行有提供此項服務。
  - (ii) 賬戶持有人不應向受款人簽發電子支票（或指示銀行代賬戶持有人簽發電子支票，如銀行有提供此服務），除非該受款人同意接受電子支票。賬戶持有人須自行負責下列各項事宜：
    - (1) 在向受款人簽發電子支票（或指示銀行代賬戶持有人簽發電子支票，如銀行有提供此服務）前，通知該受款人其可以同意或拒絕接受電子支票；
    - (2) 使用安全電子方式及採取適當電郵加密及其他保安措施傳送電子支票檔案；及
    - (3) 向銀行提供受款人的正確及最新的聯絡資料，讓銀行代賬戶持有人以電子方式向受款人傳送電子支票檔案，如銀行有提供此項服務。
  - (iii) 電子支票檔案於銀行以電子方式按賬戶持有人向銀行提供的受款人的聯絡資料向受款人傳送後，即被認定為已經送達至受款人。銀行無責任核實受款人是否實際收到該電子支票檔案。銀行建議賬戶持有人跟受款人查明其是否已實際收到該電子支票檔案，不論該電子支票檔案由賬戶持有人或銀行傳送。
- (d) 豁免出示要求  
每張電子支票的出示只須按業界規則及程序以電子紀錄形式傳送。銀行有權支付每張以該方法出示其電子紀錄的電子支票，而無須要求任何其他的出示形式。在不減低上列第 3(a)(i)條及下列第 5(a)及 5(b)條的效果的情況下，賬戶持有人明確接受不時在每張電子支票上列明的出示要求豁免。

#### 4. 電子支票存入服務

- (a) 電子支票存入服務可容許透過使用結算所提供的電子支票存票服務或銀行的存入途徑，出示電子支票以存入銀行（作為受款人銀行）。
- (b) 電子支票存票服務
  - (i) 電子支票存票服務由結算所提供。就賬戶持有人使用電子支票存票服務，賬戶持有人受電子支票存票服務條款約束。賬戶持有人須自行負責遵守電子支票存票服務條款下的責任。
  - (ii) 為使用電子支票存票服務，電子支票存票服務條款要求賬戶持有人登記電子支票存票服務戶口連同一個或多個受款人戶口，以供出示電子支票。電子支票存票服務條款容許賬戶持有人以賬戶持有人同名戶口或賬戶持有人同名戶口以外的其他戶口作為受款人戶口登記電子支票存票服務戶口。賬戶持有人須就賬戶持有人或任何其他人士使用賬戶持有人的電子支票存票服務戶口出示的所有電子支票負責（包括任何向賬戶持有人同名戶口以外的受款人戶口出示的電子支票）。
  - (iii) 任何有關使用電子支票存票服務的事宜須按電子支票存票服務條款處理。銀行可以（但無責任）向賬戶持有人提供合理協助。因銀行沒有任何使用電子支票存票服務存入的電子支票的電子紀錄或影像，如賬戶持有人要求，銀行可以（但無責任）提供使用賬戶持有人電子支票存票服務戶口存入的電子支票日期、電子支票金額、電子支票編號、受款人姓名及任何其他銀行同意提供有關該電子支票的資料。
  - (iv) 銀行對結算所是否提供電子支票存票服務及所提供服務的質素、適時度或任何其他事宜均無作出明示或隱含的表述或保證。除非電子支票存票服務條款另有指明，賬戶持有人須承擔有關使用電子支票存票服務的責任及風險。賬戶持有人或任何其他人士因使用電子支票存票服務或與其有關的服務，而可能引致或蒙受的任何種類的損失、損害或開支，銀行無須負責。
- (c) 銀行的存入途徑  
銀行可不時指定或更改(i)可用的存入途徑而無須通知；及(ii)任何存入途徑的條款。

#### 5. 電子支票的處理、相關風險及銀行的責任

- (a) 電子支票的處理

賬戶持有人須明白銀行及其他銀行須根據業界規則及程序處理、辦理、出示、支付、收取、交收及結算由賬戶持有人簽發或向賬戶持有人簽發的電子支票。因此，即使匯票條例未明確指定電子支票出示的方式，或可能指定其他的支票出示方式，銀行有權以下列方法為賬戶持有人支付或收取電子支票：

- (i) 任何賬戶持有人在銀行簽發的電子支票向銀行出示時，按業界規則及程序支付該電子支票；及
- (ii) 按業界規則及程序，向付款人銀行出示任何向賬戶持有人簽發的電子支票，以收取款項。

- (b) 銀行責任的限制

在不減低現有條款效果或銀行享有的任何權利的情況下：

- (i) 賬戶持有人或任何其他人士因使用電子支票服務，或賬戶持有人或任何其他人士簽發的電子支票，或通過銀行向賬戶持有人提供的存入途徑出示的電子支票的處理、辦理、出示、支付、收取、交收或結算，或與上述事宜有關而可能引致或蒙受的任何種類的損失、損害或開支，銀行無須負責，除非任何上述損失、損害或開支屬直接及可合理預見直接且完全由於銀行或銀行人員、僱員或代理的疏忽或故意失責導致；
  - (ii) 為求清晰，現明確如下，賬戶持有人或任何其他人士就下列事宜（或任何一項）或與其相關的事宜，而可能引致或蒙受的任何種類的損失、損害或開支，銀行無須負責：
    - (1) 賬戶持有人或任何其他人士使用電子支票存票服務，或與電子支票存票服務條款相關的事宜；
    - (2) 賬戶持有人未遵守有關電子支票服務的責任，包括提防未獲授權人士簽發電子支票的責任；
    - (3) 按業界規則及程序出示由賬戶持有人簽發或向賬戶持有人簽發的電子支票，而無須顧及匯票條例的條文；及
    - (4) 任何由於或歸因於銀行可合理控制情況以外的原因導致未能提供或延遲提供電子支票服務，或導致電子支票服務的任何錯誤或中斷；及
  - (iii) 在任何情況下，就任何收益的損失或任何特別、間接、相應而生或懲罰性損失或損害賠償，銀行均無須向賬戶持有人或任何其他人士負責。
- (c) 賬戶持有人的確認及彌償
- (i) 賬戶持有人須接受銀行、有關核證機關及結算所分別就電子支票服務及有關核證機關與結算所提供的服務施加的責任限制及免責條款。賬戶持有人須接受及同意，承擔簽發及存入電子支票的風險及責任。
  - (ii) 在不減低賬戶持有人在現有條款提供的任何彌償或於銀行享有的任何其他權利或補償的情況下，銀行及銀行人員、僱員及代理（或任何一人）有關或因銀行提供電子支票服務或賬戶持有人使用電子支票服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害、成本、費用及開支（包括全面彌償引致的法律費用及其他合理開支），以及銀行及銀行人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，賬戶持有人須作出彌償並使銀行及銀行人員、僱員及代理（或任何一人）免受損失。
  - (iii) 如任何責任、申索、要求、損失、損害、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見直接且完全因銀行或銀行人員、僱員或代理的疏忽或故意失責導致，上述彌償即不適用。
  - (iv) 上述彌償在電子支票服務終止後繼續有效。

## 6. 管制法律及管轄區

本補充條款受香港法律管制及按其解釋。賬戶持有人同意接受香港法院的非專有司法管轄權管轄。

## 7. 語言

如本補充條款之英文及中文版本有差異，概以英文版本為準。