



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 ACCOUNTS USING

E-BANKING SERVICES

網上銀行服務之補充條款

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 ACCOUNTS USING E-BANKING SERVICES

1. **Agreement between Accountholder and Bank**
 - 1.1 These supplemental terms and conditions form part of the e-Banking Services Application Form which the Accountholder has signed and together form the agreement between the Accountholder and Agricultural Bank of China Limited, Hong Kong Branch on its provision of all present and future e-Banking facilities or services.
2. **Interpretation**
 - 2.1 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 this "Supplemental Terms and Conditions For Accounts Using E-Banking Services" .
3. **Services**
 - 3.1 The Bank' s e-Banking Services enable the Accountholder to view certain accounts, information and reports online and to give the Bank instructions online in relation to certain services the Accountholder receives from the Bank, and certain accounts and products that the Accountholder has with the Bank. The Bank may also provide certain related or ancillary products and services to the Accountholder using or via the Bank' s e-Banking Services from time to time.
 - 3.2 The Accountholder agrees to at all times, in addition to complying with this Agreement, exercise due diligence and good faith in using the Bank' s e-Banking Services. Should the Bank be of the opinion that the Accountholder or the Administrator(s)/Operator(s) delegated by the Accountholder have in any way breached this Agreement, the Bank shall have the right to, without further notice, suspend or terminate the use of the Bank' s e-Banking Services by the Accountholder and/or any one or more of Administrator(s)/Operator(s) delegated by the Accountholder.
 - 3.3 The Bank may change the scope of the services made available in the Bank' s e-Banking Services from time to time. In particular, new products and services (including without limitation investment products and services) may be made available in the Bank' s e-Banking Services from time to time.
 - 3.4 **The Accountholder accepts and undertakes to accept full responsibility for all the debts, transfers and other transactions and dealings effected by the use of the Bank' s e-Banking Services.**
4. **Security**
 - 4.1 The Card and PIN may be dispatched by the Bank to the Accountholder and the Administrator(s)/Operator(s) delegated by the Accountholder, at the Accountholder risk by mail to the Accountholder last known address or collected by the designated person authorized by the Accountholder or in such other manner as the Bank may prescribe. The Accountholder agrees to hold the Bank harmless if any other person obtains possession of any of the Card or PIN of the Accountholder and the Administrator(s)/Operator(s) delegated by the Accountholder.
 - 4.2 Bank may at its absolute discretion, suspend any services provided to the Accountholder under the Bank' s e-Banking Service without notice where the Bank considers it necessary or advisable to do so, for example to protect the Accountholder when there is a suspected breach of security or the Bank needs to suspend the Bank' s e-Banking Service for maintenance or other reasons.
 - 4.3 The Accountholder is responsible for observing the relevant security measures and advice of the e-banking service as specified by the Bank for the protection of customers from time to time.
 - 4.4 **The Accountholder maybe liable for all losses if they have acted fraudulently or with gross negligence (this may include cases knowingly allow the use by others of their device or secret code) or fail to follow the safeguards , advice or measures set out in our General Terms and Conditions for Accounts, Supplemental Terms and Conditions for Accounts Using e-Banking Services and Important Notices for Security of e-Banking Services.**

5. **Service Interruption**

5.1 Bank will use reasonable efforts to inform the Accountholder without undue delay through the Bank' s e-Banking Service, and/or our website(s) if any service under the Bank' s e-Banking Service is not available. In the event that the Bank has levied any charge to the Accountholder which is specifically expressed to be for a particular service which is not available (which for the avoidance of doubt shall not mean any periodic fee charged for the Bank' s e-Banking Service as a whole) then the Bank will reimburse the Accountholder this sum. Other than reimbursing any sum as set out above, the Bank will have no further liability to the Accountholder.

5.2 **In any event the Bank' s e-Banking Service ceases from operating, the Bank is requested and authorized, but is not obliged, to rely upon and act in accordance with any notice, demand, instruction or other communication which may from time to time be, or purport to be, given by telefax by the Accountholder(s) or by any person purportedly acting on behalf of the Accountholder(s) without inquiry on the Bank' s part as to the authority or identity of the person making or purporting to make such notice, demand, instruction or other communication and regardless of the circumstances prevailing at the time of such notice, demand, instruction or other communication. The Bank shall be entitled to treat such notice, demand, instruction or other communication as fully authorized by and binding upon the Accountholder(s) and to take (but not bound to) such steps in connection with or in reliance upon such communication as the Bank may in good faith consider appropriate.**

6. **Instruction**

6.1 The Administrator(s) and/or Operator(s) are authorized to access, operate and give instructions to the Bank in respect of various existing services made and further services to be made available in the Bank' s e-Banking Services (including without limitation investment products and services) from time to time without obtaining further consent of the Accountholder, and such operation by the Administrator(s) and Operator(s) (if applicable) shall be binding on the Accountholder.

6.2 Such Administrator(s) and Operator(s) may, in many circumstances, access, operate and give instructions to the Bank singly. The Bank is not under any duty to verify the propriety or integrity of any such instructions.

6.3 The Accountholder requests and authorizes the Bank to treat all apparently valid customer instructions received by the Bank as instructions properly authorized by the Accountholder, even if they conflict with the terms of any other mandates given by the Accountholder at any time concerning the accounts or affairs. The Bank shall be under no other obligation to check the authenticity of customer instructions or the authority of the person or persons giving them.

6.4 The Bank will only accept an instruction if it has been effected through the Bank' s e-Banking Service using the appropriate Card and PIN in accordance with the e-Banking guide and this Agreement and as shall be prescribed by the Bank from time to time.

6.5 The Accountholder is responsible for the accuracy and completeness of instructions and for ensuring that they will achieve the Accountholder' s intended purpose. The Bank is not liable for any loss or delay where the contents of the instruction are inaccurate or incomplete.

6.6 In the event that the Accountholder requests the Bank to cancel or modify any Accountholder' s instruction, the Bank will make all reasonable efforts to comply with the Accountholder' s request. However, the Bank is not liable for any failure to cancel or modify the instruction if such a request is received at a time or under circumstances that render the Bank unable to comply with the Accountholder' s request.

6.7 The Bank is entitled to debit the Accountholder accounts, wherever they are situated and whenever they are opened, with any amounts that the Bank has paid or incurred in accordance with the instruction.

6.8 The Bank may, in it' s absolute discretion and without liability, refuse to act on or delay acting on instruction if:

- it is a request or instruction the effect of which would be to exceed a limit imposed by the Bank upon the Accountholder generally or upon Administrator(s)/Operator(s) delegated by the Accountholder in question;
- the Bank knows of or suspects a breach of security in respect of or in connection with the

operation of one or more of the Accountholder accounts or the Bank' s e-Banking Service generally; or

- the Bank has terminated this Agreement pursuant to Clause 10 hereof.

- 6.9 In the event that the Bank does not act on or delay acting on the instruction pursuant to Clause 6.8 above, the Bank shall notify the Accountholder of this as soon as is reasonably possible.
- 6.10 A transaction being carried out is not always simultaneous with the instruction being given. Some matters may take time to process and certain instructions may only be processed during normal banking hours even though the Bank' s e-Banking Service is online and may be accessible outside such hours.
- 6.11 As part of certain of the Bank' s e-Banking Services, the Accountholder may issue an instruction requesting the Bank to forward certain information to third parties on the Accountholder behalf. If the Bank agrees to act on such request, the Bank will use reasonable efforts to forward any such information to the recipient and address specified in the relevant instruction within a reasonable time of receipt of such instruction. The Accountholder must ensure information the Accountholder asks the Bank to forward is complete, accurate and will not give rise to any claim against the Bank (including without limitation to any claim in defamation, in relation to privacy or for infringement of any other third party rights).
- 6.12 If the Bank agrees that the Accountholder may communicate with the Bank or the Bank agrees to communicate with the Accountholder (or any third party) via email, the internet, or any other method (other than via the Bank' s e-Banking Service) the Accountholder acknowledges the risks that any such communications may be intercepted, monitored, amended or otherwise interfered with by third parties. The Bank is not responsible or liable to the Accountholder or any third party in the event of any such occurrence in relation to any communication between the Bank and the Accountholder (or which appears to have been made on the Accountholder behalf), or any communication the Accountholder asks the Bank to enter into with any third party.

7. Information and Information Providers

- 7.1 The Accountholder acknowledges that it is the Accountholder' s responsibility to independently determine market prices and rates for trading purposes, to verify any information and/or report before acting on it and to seek independent legal, accounting and tax advice in connection with the use of the Bank' s e-Banking Service, the information and/or the reports and the terms of this Agreement and other issues which may affect the Accountholder under all applicable laws.
- 7.2 The information and reports are supplied by the Information Provider and the Bank is making this available to the Accountholder as the Bank receives this from the Information Provider. This does not mean or imply that the Bank endorses the content of the materials by the Bank' s simply making the information and reports available. The Bank is not responsible for verifying the content of any information or reports.

8. Fees and Supplementary Terms

- 8.1 The Accountholder agrees to pay our scale of charges (if any) for providing the Bank' s e-Banking Services as the Bank advises the Accountholder from time to time. The Bank may vary the charges and the frequency and dates of payment on giving the Accountholder not less than 30 days notice. These charges are in addition to any charges for particular banking or other services the Bank might provide in response to the Accountholder instructions through the Bank' s e-Banking Services.
- 8.2 The Accountholder is liable for any telephone charges and any charges made by the Accountholder internet service provider as a result of the use by the Accountholder of the Bank' s e-Banking Services.
- 8.3 The Accountholder authorizes the Bank to debit any of the Accountholder accounts with any charges for providing the Bank' s e-Banking Services.
- 8.4 When the Bank introduces new services under the Bank' s e-Banking Services, the Bank may provide them on supplementary terms, which will be notified, to the Accountholder from time to time in accordance with this Agreement.
- 8.5 The Bank' s website through which the Accountholder accesses the Bank' s e-Banking Service is subject to change by the Bank. Unless the Bank has specifically agreed to give prior notice to the Accountholder

the Bank may make such changes (including changes to layout) without notification to the Accountholder.

- 8.6 The Bank may modify the terms of this Agreement on not less than 30 days notice to the Accountholder or such shorter period (other than in the case of any variations to our charges) as is necessary for the effective operation of the Bank's e-Banking Services.

9. **Confidentiality**

- 9.1 The Accountholder declares that the information provided by him/her in this Application Form is true, correct and up-to-date and the Bank is authorized to communicate and exchange such information with whatever sources it may consider appropriate for the purpose of verifying the same.

- 9.2 The Accountholder agrees and acknowledges that, where the Bank considers it necessary or appropriate, the Bank may transfer any of its data, details or information and/or that of the Administrator if nominated to any service provider (whether situated in or outside the Hong Kong Special Administrative Region ("HKSAR")) for the purpose of data processing or providing any service on behalf of the Bank to the Accountholder. Where the service provider is situated outside HKSAR in an area where there are less stringent data protection laws, the Bank will impose on the service provider confidentiality undertakings substantially similar to the requirements of the data protection laws in HKSAR. The Bank will remain responsible for ensuring the confidentiality of such data, details and information of the Accountholder and that of the Administrator. The Accountholder warrants that it has informed the Administrator about the contents of this clause and has obtained the Administrator's consent in respect of the Bank's transfer of the Administrator's data, details and information to service providers whether situated in or outside HKSAR.

- 9.3 The Accountholder confirms and agrees that the transaction history in relation to Remittance/CHATS/Standing Instruction in respect of transaction of Remittance/CHATS (including, without limitation, Beneficiary Bank and Beneficiary name) conducted through any channels (including, without limitation, branch, phone banking and/or ATM services) designated by the Bank from time to time may be disclosed to the designated Administrator and/or Operator via e-Banking Services.

- 9.4 The Bank will take reasonable care to ensure that information about the Accountholder and all Administrator(s)/Operator(s) delegated by the Accountholder which is stored or transmitted using the Bank's e-Banking Service remains confidential and is not disclosed to any third parties outside the Bank without the Accountholder written permission. However, the Accountholder authorizes the Bank to disclose information relating to the Accountholder, the Accountholder accounts and all Administrator(s)/Operator(s) delegated by the Accountholder to any agent, contractor or third party service provider who provides services to the Bank in connection with the operation of our business and where the Bank is obliged to comply with the orders of courts, government agencies or other lawful authorities anywhere in the world or where the Bank reasonably thinks necessary in order to give effect to the instruction or generally to enable the Bank to provide the Bank's e-Banking Services.

- 9.5 The Accountholder agrees that the Bank may disclose information relating to the Accountholder, the Accountholder accounts and all Administrator(s)/Operator(s) delegated by the Accountholder to Agricultural Bank of China Limited where the Bank considers this to be desirable for the effective provision of the Bank's e-Banking Services, or so that services may be processed for the Bank or Agricultural Bank of China Limited in any country or jurisdiction, both inside and outside the HKSAR.

- 9.6 Where the Bank's service provider is situated outside the HKSAR in an area where there are less data protection laws, the Bank will impose on the service provider confidentiality undertakings substantially similar to the requirements of the data protection laws in the HKSAR.

10. **Termination**

- 10.1 Please consider carefully before choosing the Bank's e-Banking Services. To disable any services under the Bank's e-Banking Services, please complete the Bank's relevant form.
- 10.2 Either party may terminate this Agreement on not less than 30 days' notice to the other party.
- 10.3 Either party may also terminate this Agreement with immediate effect by notice to the other, if the other party commits a material breach of this Agreement or becomes insolvent under the laws of any applicable jurisdiction.

- 10.4 Termination will not affect the rights and remedies of either party accrued to the date of termination nor will it affect any provision of this Agreement, which is intended to apply after termination.
- 10.5 Upon termination of this Agreement for any reason, the Card and PIN will forthwith terminate. Within seven days of termination the Accountholder or the Accountholder's Administrator(s)/Operator(s) must remove all Card and/or PIN held on the memory of the Accountholder computers or otherwise held by the Accountholder. The Accountholder must ensure that neither the Accountholder nor any Administrator(s)/Operator(s), employees, agents or representatives do anything on or after termination of this Agreement which will result in the security of e-Banking or the systems or security of any other e-Banking Accountholders, being compromised.
- 10.6 Upon termination of this Agreement, all provisions of this Agreement which in order to give effect to their meaning need to survive termination of this Agreement, shall remain in full force and effect. Notwithstanding termination, each party shall continue to be bound by this Agreement to the extent that they relate to any obligations or liabilities, which remain to be performed or discharged.
11. **Miscellaneous**
- 11.1 **Prevailing Terms and Conditions**
The Bank's e-Banking Services are made available to the Accountholder as an additional communication channel with the Bank. Accordingly, the terms and conditions and mandates applicable to each account of the Accountholder and other agreements and arrangements between the Bank and the Accountholder in relation to the conduct of the Accountholder's accounts and/or any other transactions between the Bank and the Accountholder will continue to apply. If there is any conflict between the said terms and condition and these Supplemental Terms and Conditions the latter will prevail.
- 11.2 **Personal Data**
The Accountholder agrees to be bound by the Bank's Data Policy, which will apply to all data provided by the Accountholder as well as to data arising as a result of use of the Bank's e-Banking Services. A copy of which is available on the Bank's website: http://www.hk.abchina.com/en/important_notice/.
- 11.3 **Governing Law and Submission to Jurisdiction**
These Supplemental Terms and Conditions are governed by the laws of Hong Kong and the Accountholder agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.
- 11.4 **Reduction of Third Party Transfer Limit**
If the Accountholder has not conducted any third party transfer for more than one calendar year, the Bank may at its own discretion reduce such limit to zero.
- 11.5 **Force Majeure**
Neither party will be liable for delay in performing or failure to perform any of its obligations under this Agreement which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving either party's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of this Agreement and the time for performance of the effected obligation will be extended by a period which is reasonable in the circumstances.
- 11.6 **Language**
In the event of any discrepancies between the English version and the Chinese version of the Terms, 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。

適用於網上銀行服務之補充條款

1. 銀行及賬戶持有之協議

1.1 此等補充條款構成賬戶持有人已簽署之網上銀行服務申請表格之一部份，且共同作為賬戶持有人及中國農業銀行股份有限公司香港分行（“銀行”）現時及將來提供各類網上服務之協議。

2. 定義

2.1 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。

3. 服務

3.1 網上銀行使賬戶持有人於網上查看特定賬戶的詳細資訊和報告，並通過網上向銀行發出某些由銀行提供之特定服務的指示。銀行還可以通過網上銀行服務不時提供一些相關配套產品和服務。

3.2 賬戶持有人同意在任何時候，除了遵守本協定外，承諾盡職和致誠地使用網上銀行服務。如果銀行認為賬戶持有人、由賬戶持有人授權之管理員/操作員以任何方式違反了本協定，銀行具有權利，在不另行通知的情況下，暫停或終止賬戶持有人和/或任何一個或更多授權的管理員/操作員使用該網上銀行服務。

3.3 銀行可不時更新網上銀行所提供之服務範圍，尤其日後可不時推出於網上銀行服務的新產品及服務（包括但不限於投資產品及服務）。

3.4 **賬戶持有人接納及承諾接納對使用服務產生之所有扣賬、轉賬及其他交易及買賣負上全部責任（不論是否獲賬戶持有人授權）。**

4. 保安

4.1 賬戶持有人將承擔由銀行派遞保安咭及密碼給賬戶持有人及授權的管理員/操作員的風險，以郵遞方式寄至賬戶持有人最後通知銀行的地址或由賬戶持有人指定的授權人到銀行領取或以其他銀行指定之方式領取。若任何其他人取得該保安咭及密碼，賬戶持有人同意不向銀行追究。

4.2 在銀行認為有需要時，銀行可享絕對酌情權暫停銀行提供給賬戶持有人的網上銀行服務，而無須另行通知賬戶持有人。例如，當出現涉嫌違反保安而為保護賬戶持有人的賬戶安全或銀行需要暫停網上銀行服務以進行維護或其他原因。

4.3 賬戶持有人應留意由銀行因應網上銀行服務而不時制訂之相關保障客戶安全措施。

4.4 **若賬戶持有人不誠實地作出或嚴重疏忽（當中包括在知道的情況下容許其他人使用其設備或密碼）或未能跟從《賬戶之一般條款》、《銀行服務之補充條款》及《網銀安全重要提示》，賬戶持有人可能須付上所有損失。**

5. 服務中斷

5.1 若網上銀行的任何部份停止經營，銀行將通過網上銀行及/或其網頁，以合理的努力，毫不拖延地通知賬戶持有人。若銀行已向賬戶持有人收取任何費用，而該等服務未能提供（為免生疑問，不是指任何因網上銀行而收取之任何周期性費用），那麼該銀行將償還這筆錢予賬戶持有人。除償還上述款項外，銀行將不會對賬戶持有人負額外責任。

5.2 **在任何情況下，當網上銀行服務停止經營，賬戶持有人現要求及授權銀行（但銀行有權拒絕），根據賬戶持有人或任何聲稱代表賬戶持有人之人士隨時以傳真給予（或表面上是由他們發出）之通知、要求、指示或其他通訊行事，而銀行毋須對發出通知、要求、指示或其他通訊之人士之身份或權力作出查詢，亦毋須理會當時情況。銀行有權視該等通知、要求、指示或其他通訊已獲賬戶持有人完全授權並對賬戶持有人有約束力。銀行有權（但無責任）就該等通訊採取任何銀行真誠地認為適當之行動。**

6. 指示

6.1 管理員及/或操作員獲授權，可就網上銀行現時及日後不時推出及提供之服務（包括但不限於投資產品及服務）進行查閱、操作及發出指示予銀行，而無需另外再取得賬戶持有人同意。所有有關管理員及操作員（如適用）之操作，均對賬戶持有人具有約束力。

6.2 有關管理員及操作員可在多個情況下，單獨進行查閱、操作及發出指示予銀行。銀行並無責任核證任何有關指示是否恰當或真確。

- 6.3 賬戶持有人要求並授權對銀行所收到顯然為有效的指示視為已由賬戶持有人妥善授權的指示，即使該等指示與賬戶持有人於任何時候發出的授權條款有所衝突，銀行並無任何義務檢查賬戶持有人指示之真實性或該人或給與他們的人的權力。
- 6.4 銀行只會接受根據網上銀行服務指引及此協定及不時所訂下之指引及協定而通過網上銀行保安咭及密碼所發出之指示。
- 6.5 賬戶持有人需負責所有指示之準確性及完整性，並需確保有關指示為賬戶持有人之原有目的。銀行對所有因指示內容不明確或不完整所引起之損失及延損概不負責。
- 6.6 在任何情況下當賬戶持有人要求銀行取消或修改賬戶持有人的指示，銀行會以合理的努力配合賬戶持有人的要求。但是，若有關取消或修改的指示是在銀行無法配合的時候或情況下提出，則銀行不會就因無法為賬戶持有人取消或修改賬戶持有人的指示而負責。
- 6.7 銀行有權依據賬戶持有人所發出指示而所需付之款項在賬戶持有人之戶口內扣除，無論該戶口處於任何地方或在何時開啓。
- 6.8 銀行可在它的絕對酌情權下拒絕執行或拖延指示，而無須承擔責任，若果：
- 該指示之影響會超出銀行向賬戶持有人批出之最高限額；
 - 銀行知道或懷疑賬戶持有人或網上銀行服務出現違反保安事故；或
 - 銀行根據本協定第 10 條已經終止此協定。
- 6.9 若銀行根據上述第 6.8 條而不採取行動或拖延指令，銀行應在合理可能的情況下儘快通知賬戶持有人。
- 6.10 發出指示並不等於該交易能同時進行，即使網上銀行服務是在線且能在銀行營業時以外的時候進入，有些事情可能需要一段時間來處理和某些指令只能在銀行營業時間正常處理。
- 6.11 作為網上銀行服務的其中部份，賬戶持有人可能會向銀行發出指示要求銀行代賬戶持有人把某些資料轉發予第三方，若銀行答應有關要求，銀行將用其合理的能力在收到有關指示後之合理時間內把有關資料轉發予接收方。賬戶持有人必須確保銀行代其轉發的資料為完整、準確且不會向銀行要求索償(包括但不限於任何誹謗索賠，涉及隱私或其他任何第三方權利的侵犯)。
- 6.12 如果銀行同意，賬戶持有人可通過電子郵件或互聯網或任何其他方法與銀行溝通，或銀行同意與賬戶持有人（或任何第三方）通過電子郵件或互聯網或任何其他方法（除卻通過銀行網上銀行服務）溝通。賬戶持有人確認任何此類通信的風險，當中可能被第三方攔截、監控、修改或以其他方式干擾。銀行不承擔任何因銀行與賬戶持有人溝通而需向賬戶持有人或第三方所負的責任（或似乎已經在賬戶持有人名義發表），或賬戶持有人要求銀行與任何第三方安排的任何溝通。
7. **資訊及資訊供應商**
- 7.1 賬戶持有人確認獨立決定交易市場價格及比率、在進行交易前核證有關資料及報告、就有關網上服務之使用、此協定條款及其它可能影響賬戶持人在所有相關法律下索取獨立法律、會計及稅務意見、乃其自身責任。
- 7.2 由資訊供應商及銀行供應之資料及報告正由銀行向賬戶持有人提供，此並非意味著或暗示該銀行已認可當中內容，銀行對核查該資訊或報告內容概不負責。
8. **費用及補充條款**
- 8.1 賬戶持有人同意向銀行支付銀行因提供網上銀行而不時需向賬戶持有人收取的費用(若有)，銀行在給與賬戶持有人不少於 30 天通知的情況下，可變更有關費用、收費頻率及付款日期。此等費用乃除了銀行特定費用外因通過銀行的網上銀行服務的額外費用。
- 8.2 賬戶持有人對使用網上銀行服務而產生之電話費及賬戶持有人因使用上網服務而出現之費用負責。
- 8.3 賬戶持有人授權銀行扣除其因使用網上銀行服務而產生之任何費用。
- 8.4 當銀行在網上銀行服務項下推出新服務，銀行將可能提出新補充條款，而有關係款，將不時依據此協定書向賬戶持有人作出通知。
- 8.5 除非銀行在特殊情況下已同意發出預先更新(包括網項佈局的變更)通知，否則銀行有權就網上銀行之網頁進行更新而不會向賬戶持有人作出通知。

- 8.6 為使網上銀行運作更有效，銀行可在給予不少於 30 日或更短時限(除卻因變更銀行徵收之費用外)通知給賬戶持有人的情況下修改此協定條款。

9. 保密

- 9.1 賬戶持有人聲明於本申請表格提供之資料乃屬真實、正確及符合現況，銀行獲授權可向任何認為恰當之人士，透露及交換該等資料，以求核證。
- 9.2 賬戶持有人同意並確認當銀行認為有需要或適當時，可將賬戶持有人及/或其指定之管理員之資料或詳情轉給在香港特別行政區境內或境外的任何服務供應商，以便該(等)供應商為銀行進行資料處理或代表銀行向賬戶持有人提供任何服務。若該(等)境外服務供應商所在地區的資料保障法例較為寬鬆，銀行將要求該(等)服務供應商向銀行作出與本港的資料保障法例相類似的保密承諾。銀行將會繼續負責將賬戶持有人及管理員之資料及詳情保密。賬戶持有人保證其已通知有關之管理員有關此條文之內容，並已取得該管理員對銀行將其資料或詳情轉給在香港特別行政區境內或境外的該(等)服務供應商之同意。
- 9.3 賬戶持有人確定及同意就有關經由銀行不時指定的任何渠道(包括但不限於分行、電話銀行及/或自動櫃員機服務)所敘做的匯款/CHATS、有關匯款/CHATS交易之常設指示的交易紀錄(包括但不限於收款銀行名稱和收款人名稱)，將可能會透過網上銀行提示服務，披露予已獲授權的管理員及/或操作員。
- 9.4 銀行將採取合理的措施，以確保有關賬戶持有人和賬戶持有人指派的管理員/操作員在利用銀行的網上銀行服務存儲或傳輸的戶口資料保密，且在未經賬戶持有人書面許可下不會向任何第三方透露。可是，賬戶持有人授權銀行在有關運作業務及因銀行有責任遵守在世界任何地方或在銀行合理地認為是必要的情況下，把賬戶持有人、賬戶持有人指派的管理員/操作員的資料披露與任何代理人、承包商或服務供應的第三方。
- 9.5 為使銀行在任何(香港特別行政區以內或以外)管轄權下更有效提供網上銀行服務，賬戶持有人同意銀行可透露有關賬戶持有人、戶口及賬戶持有人指派的所有管理員/操作員的資料。
- 9.6 若銀行之服務供應商位處香港特別行政區以外之地區而該地區較少有關於保護資料之法例所保障，銀行將向該服務供應商強加該服務供應商對香港特別行政區有關保護資料法例之保密承諾。

10. 終止

- 10.1 賬戶持有人應在選用銀行之網上銀行服務前作出慎重考慮，若賬戶持有人不需要網上銀行服務所提供之任何服務，請填寫相關表格。
- 10.2 在給與另一方不少於 30 日通知的情況下，雙方可終止此協定。
- 10.3 若另一方犯有嚴重違反本協定或根據任何司法管轄區的法律破產下，雙方亦可在給與另一方通知的情況下即時終止此協定。
- 10.4 終止將不會影響任何一方的權利和直至終止日期前的補償，也不會影響任何原本應用於終止此協定之後的條款。
- 10.5 當此協定在任何情況下終止，保安咭及密碼將被即時注銷。在終止協定後的 7 日內，賬戶持有人或賬戶持有人指派的管理員/操作員必須清除所有保安咭及/或載於賬戶持有人電腦的密碼記錄。賬戶持有人必須確保賬戶持有人和賬戶持有人指派的管理員/操作員、職員、代理人或代表在終止此協定時或以後不會作出對網上銀行或其系統安全構成影響的行為。
- 10.6 在終止此協定後，所有為著此協定終止而產生之條款依然有十足效力。儘管終止後，各締約方在本協定的範圍內涉及的任何義務或法律責任應繼續執行。

11. 雜項

11.1 優先條款

銀行之網上銀行服務乃為增加賬戶持有人與銀行之溝通渠道而提供。因此，其他適用於賬戶持有人戶口之章則及指示及適用於賬戶持有人與銀行的其他戶口操作及/或交易之協議及安排仍然有效。若該條款與本補充條款有任何衝突，後者應為優先。

11.2 個人資料

賬戶持有人同意受銀行的個人資料私隱政策所約束，即表示賬戶持有人在使用網上銀行時向銀行提供之個人資料均包括在內，有關銀行的個人資料私隱政策已刊載於銀行網頁：http://www.hk.abchina.com/en/important_notice/。

11.3 管制法律及管轄權

此補充條款受香港法律專有管轄，賬戶持有人同意接受香港法院的非專有司法管轄權管轄。

11.4 減低第三者轉賬額度

若賬戶持有人超逾 1 年未有進行第三者轉賬，銀行有絕對酌情權把該額度調低至零。

11.5 不可抗力

任何一方無須因超出其合理控制的情況下而引至的延誤或未能履行協定內的義務而負責，包括但不限於協定的任何失敗、故障或未能提供通訊、資料通訊和電腦系統和服務、戰爭、內亂、政府行動、罷工、停工或其他工業行動或貿易糾紛（無論是否涉及任何一方的僱員或第三方的）。任何延誤或失敗不會被視為違反本協定，而受影響的義務的履行時間將延長至合理的時段。

11.6 語言

如一般條款的中文及英文版本有差異，概以英文版本為準。