

## CONDITIONS

- The transfer will be made at the Applicant's sole risk. The Applicant contracts as principal. OCBC Bank (Hong Kong) Limited ("Bank") accepts no obligation whatsoever to any other person (including the Remitter). Hong Kong law governs the relationship between Bank and Applicant. The only obligation of the Bank in respect of the transfer is to exercise reasonable care (subject to these Conditions) in preparing appropriate instructions to its correspondents(s) or agent(s) and to send out such instructions in accordance with its usual practice.
- The Bank may effect the transfer literally, in cipher or through any other means or media, and through any correspondent(s), agent(s) and clearing system(s). All expenses incurred in advising Applicant (at its request) of the fate of a transfer shall be paid by the Applicant on demand.
- Unless otherwise instructed in writing the transfer will be effected in the currency of the country in which payment is to be made. Notwithstanding any instruction by the Applicant, the currency of the payment to the Beneficiary will depend on local law and practice and the policy of the relevant correspondent.
- Unless a firm exchange rate has been agreed, the Bank will effect the transfer on the basis of a provisional exchange rate which shall be adjusted when the actual exchange rate is ascertained. Any difference arising from the provisional rate being more or less than the actual rate shall be debited or credited (as the case may be) to the Applicant's account.
- The Bank may effect the transfer at a place other than specified by the Applicant if, in the Bank's sole opinion, operational procedure so requires.
- The Bank cannot undertake that the Beneficiary will receive the full amount of the transfer without deduction of charges by any person other than the Bank, and the Bank shall not be liable in any way therefore or in connection therewith, nor as a result of the fund to be transferred being frozen or blocked and not available to the Beneficiary under local law
- The Bank will process this application in accordance with its usual practice, and does not guarantee (nor shall it be liable in any way for or in connection with) the time of actual despatch of instructions to the Bank's correspondent(s). Without prejudice to the foregoing, transfer for a specific day value is subject to applicable cut-off time. In addition and without prejudice to any provisions hereto, the Bank shall not be liable in any way for any loss, damage or expense of any kind incurred by the Remitter and/or the Beneficiary and/or any other person if payment is not received by the Beneficiary or the Beneficiary's institution on any specific date by reason of any act, event or cause beyond the control of the Bank or any of the Bank's correspondents, and nor shall the Bank be responsible in any way as to when the Beneficiary's institution pays the Beneficiary or if it fails to do so, or to recover payment from it.
- The Bank shall not in any way be liable for:
  - any loss, mutilation, error, omission or delay in the transmission of message, or from misinterpretation by any person;
  - any act or omission in good faith in the course of carrying out the Applicant's instructions;
  - any act or omission whatsoever of or any insolvency, bankruptcy, liquidation, administration or similar proceedings affecting its correspondents or agents;
  - any act or event beyond the Bank's control;nor to advise the Applicant of:
  - any exchange control or other restriction applied in the country in which payment is to be made nor be liable for any loss or delay as a result;
  - the charges which may be imposed by overseas banks, correspondents or agents.provided always that to the extent the Bank may be found liable due to the negligence or fraud of the Bank or its staff, that liability should be confined to the direct losses arising and shall in no event exceed the total amount of the remittance shown overleaf. The Bank assumes no further responsibility and gives no guarantee or assurance regarding the availability of or for the payment of the funds to the payee all of which risks are assumed by the applicant
- Payment may be made to the account stated by the Applicant even if the account holder appears to be different from the Beneficiary and the Applicant shall have no claim against the Bank, its correspondents and agents in respect thereof. Where only the name of the Beneficiary is given, without account number, the Bank shall incur no liability whatsoever by reason of payment to a person other than intended by the Applicant whose name appears to correspond to the name of the Beneficiary.
- Refund will only be made after the Bank's actual receipt from its correspondent of the relevant fund, and may be made in Hong Kong dollars after conversion at the Bank's buying rate for the currency of the transfer at the time of refund less all charges and expenses incurred by the Bank, its correspondents and agents.
- The Bank reserves the right not to process this telegraphic transfer if in the sole opinion and absolute discretion of the Bank that the information or instruction given is incomplete or is not sufficiently clear or this application does not fulfill the requirements as designated by the Hong Kong Monetary Authority or the relevant clearing bank from time to time. Save and except reasonably foreseeable and direct loss and damage caused directly and solely by the negligence or wilful default of the Bank or its employees in the course of employment, the Bank shall not be held liable for:
  - any delay in processing this telegraphic transfer or for its decision in not processing the same arising therefrom; and
  - any delay in payment or in giving advice of payment.
- If the transfer or the processing of the transfer, or any procedure or other action connected with the transfer or its processing will directly or indirectly and to any extent use or involve the use or operation of the clearing system of any currency set by the Hong Kong Interbank Clearing Limited, the Applicant hereby:
  - acknowledges the use or operation of the clearing system of such currency will be subject to the Clearing House Rules and the Operating Procedures of such currency referred therein (as the same may be modified from time to time); and
  - agrees that the Hong Kong Monetary Authority or any other institutions involved shall not owe any duty or incur any liability to the Applicant in respect of any claim, loss, damage or expenses of any kind or nature whatsoever.
- Should any or part of the clauses herein be or become illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions or any part thereof shall not be affected.
- If there is any inconsistency or conflict between the English and the Chinese versions, the English version shall prevail.

## 條款

- 申請人將獨自承擔此電匯之風險。申請人以委託人身份作此委託。華僑銀行(香港)有限公司(貴行)對任何人(包括匯款人)不承擔任何義務。香港法律適用於貴行與申請人之間的關係。貴行對此電匯之唯一義務是在於預備給予同業或代理人之適當指示時及發出該指示時根據其一般習慣施以合理的謹慎(除本條款所列明外)。
- 貴行可以用文字、密碼或其他方法或媒介、或透過任何同業、代理人及結算系統發出電匯。所有由於通知申請人(按其要求)有關電匯情況而引起之費用,將由申請人即時支付。
- 除非另有書面指示,電匯將以付款國之貨幣匯出。無論申請人有任何指示,交付予收款人之貨幣將視乎當地法律和習慣及有關同業之政策而定。
- 除非雙方已同意一已確定之匯率,貴行得以臨時匯率辦理兌匯,並在確知實際匯率時作調整。任何臨時匯率與實際匯率間之差額,得在申請人賬戶中扣除或歸還(視當時情況而定)。
- 如貴行認為操作程序有需要,貴行可以將此電匯於申請人所指定地點以外之不同地點交付。
- 貴行不能保證收款人可以全數收到此電匯而沒有被除貴行以外任何人扣除費用。貴行將不會因此而承擔任何責任,亦不會由於此電匯被當地法律所凍結或封鎖而導致不能送達收款人而承擔任何責任。
- 貴行將會以其一般習慣處理此申請,而不保證實際向同業發出指示的時間,亦不因此而承擔任何責任。在不影響上述之情況下,有指定日期之電匯會受到有關截數時間所限制。在附加於或不損害本條款之情況下,貴行將不會因超出貴行或其代理機構控制的事件或原因,使收款人或收款銀行未能在指定之生效日期收取匯款,而可能引致匯款人及/或收款人及/或任何其他人士之損失或損害負上任何責任,貴行亦無須就收款銀行支付收款人之時間或其未有如此支付時負責,亦無須負責向收款銀行追討任何款項。
- 貴行對下列情況均毋須承擔任何責任:
  - 由於訊息傳遞或由於任何人之誤解所引致之任何遺失、毀壞、錯誤、遺漏或延誤;
  - 在擊誠執行申請人指示過程中之任何行為或遺漏;
  - 貴行之同業或代理人之任何行為或遺漏或任何影響到貴行之同業或代理人之無力償債、破產、清盤、接管或類似之訴訟;
  - 貴行所不能控制之行為或事件;亦無責任通知申請人:
  - 在收款國所實施之任何外匯管制或其他限制。貴行亦毋須對任何由此而引致之損失或延誤而承擔責任;
  - 海外銀行,同業或代理人所收取之費用。
- 假若情況總是貴行需要付上責任(貴行或職員導致疏忽詐騙),該責任應根據所導致的損失,而涉及之款項不應超過該次匯款的金額(以前一頁所顯示的金額為準)。貴行並無責任保證此筆匯款之收取,所有風險須由申請人承擔。
- 即使如果申請人所指定之戶口之持有人與收款人不相符,電匯仍會交付予該指定的戶口,而申請人不能因此而向貴行、其同業或代理人追討責任。若申請人只提供收款人的姓名而沒有戶口號碼,貴行將不會因電匯交付予同名之收款人但非申請人原意所指之收款人而承擔任何責任。
- 此電匯之退匯需待貴行從其同業收回有關款項後方會辦理。貴行可以採用在退匯時貴行買入有關外幣匯價折算並扣除貴行及其同業及代理人所引致之全部費用後以港幣退匯。
- 如匯款申請書中,資料不完整或不清晰或申請不符合香港金融管理局或有關結算銀行之不時規定,貴行有權不處理有關匯款。除純粹及直接由貴行或貴行職員在受僱工作期間的疏忽或故意錯失所引起之合理地可預見及直接損失或損害外,貴行對以下情況亦毋須承擔任何責任:
  - 任何導致匯款未能處理或延誤;及
  - 任何交付或通知交付之延誤。
- 如因電匯或執行電匯的過程中或任何與電匯有關的程序或行為直接或間接涉及或使用由香港銀行同業結算有限公司所設立的結算系統,申請人茲:
  - 確認有關貨幣結算系統的使用或運作必須符合該等貨幣適用之結算所規則和當中提述和不時更新的運作程序;
  - 同意香港金融管理局或其他有關機構將不會對申請人在任何情況下導致的損失、損害或支出負上任何責任。
- 若然某些條款在某任何情況下是為或變成為不合法、無效或不能實施,其他條款或其剩餘部份的合法性及有效性不會被影響。
- 本中文譯本如與英文版本有異,蓋以英文為準。