



General Banking Terms and Conditions

一般銀行條款與條件

ABOUT THIS DOCUMENT

關於本文件

This document contains the General Banking Terms and Conditions (the "**Conditions**") on which we provide you with our Accounts and Products.

本文件包含了本行據以向貴公司提供帳戶和產品的一般銀行條款與條件（“條件”）。

These Conditions must be read together with:

閱讀本條件時必須同時閱讀

- the applicable Country Schedule(s), Product Schedule(s) and Operational Materials, each of which is a supplement to these Conditions; and
- 所適用的國家附件、產品附件以及操作文件，它們都是本條件的補充；以及
- the relevant Account Opening Documentation.
- 相關帳戶開立文件。

Capitalised terms used in these Conditions have the meanings given to them in Part E (*Definitions and Interpretation*) of these Conditions.

本條件中粗體用語具有在本條件 E 部分（*定義與解釋*）中所賦予的含義。

These Conditions apply from the time we agree to open an Account, provide a Product to you, or grant you access to the Electronic Platform(s). You need to read and understand these Conditions before opening an Account or applying for a Product or accessing the Electronic Platform(s). 本條件自本行同意為貴公司開立帳戶、提供產品或准予貴公司進入電子平台時起適用。貴公司須要在開立帳戶、申請產品或進入電子平台前閱讀並理解本條件。

We therefore recommend that you seek independent assistance from your financial or legal advisers before opening an Account or applying for a Product.

因此本行建議貴公司在開立帳戶或申請產品前向貴公司的財務或法律顧問尋求獨立的協助。

We may amend these Conditions at any time.

本行可能隨時修改本條件。

If you have any questions about these Conditions, please contact your local or regional relationship manager.

如果貴公司對本條件有任何疑問，請聯繫貴公司當地的或地區的客户經理。

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PART A – GENERAL

1. OUR SERVICES

A 部分 概述

本行的服務

1.1 Accounts and Products

帳戶與產品

1.1.1 These Conditions are the general banking terms and conditions which apply to the relationship between us and you and the Accounts and Products that we provide to you.

本條件是適用於貴我雙方的關係以及本行向貴公司提供的帳戶和產品的一般銀行條款與條件。

1.1.2 These Conditions and the Agreement constitute a single agreement between:

本條件和合約構成了以下各方的單一合約：

(a) the Customer and the Affiliate Customers; and

客戶和關聯客戶；以及

(b) BNP Paribas and the members of the BNP Paribas Group with which an Account is held or from which a Product is provided.

持有帳戶或提供產品的法國巴黎銀行以及法國巴黎銀行集團成員。

1.1.3 We have absolute discretion on whether or not and how to provide any Account or Product to you.

對於是否以及如何向貴公司提供任何帳戶或產品，本行擁有絕對決定權。

1.1.4 We may, at any time, for any reason and without prior notice to you:

本行可以隨時、以任何理由、並無需向貴公司事先通知：

(a) vary the Accounts or Products; or

改變帳戶或產品；或

(b) introduce new Accounts or Products.

引進新帳戶或產品。

1.1.5 Where you have applied for an Account or we have agreed to maintain an Account for you, all matters concerning that Account will be governed by, together:

當貴公司已經申請帳戶，或本行已經同意為貴公司保有帳戶時，關於該帳戶的所有事項將受以下文件共同管轄：

(a) these Conditions;

本條件；

(b) the Country Schedule for the jurisdiction where the Account is (or is to be) opened (as determined by us based on your elections in the Account Opening Documentation);

關於帳戶開立（或將開立）所在司法管轄區的國家附件（根據貴公司在帳戶開立文件中的選擇由本行決定）；

(c) any Operational Materials for that Account; and

該帳戶的任何操作文件；以及



- (d) the Account Opening Documentation
帳戶開立文件。
- (e) .

1.1.6 Where you have applied for a Product or we have agreed to provide a Product to you, all matters concerning that Product will be governed by, together:

當貴公司已經申請**產品**，或本行已經同意為貴公司提供**產品**時，關於該**產品**的所有事項將受以下文件共同管轄：

- (a) these Conditions;
本條件；
- (b) the Country Schedule for the jurisdiction where the Product is (or is to be) provided to you (as determined by us based on your elections in the Account Opening Documentation);
關於**產品**提供（或將提供）地所在司法管轄區（根據貴公司在**帳戶開立文件**中的選擇由本行決定）的**國家附件**；
- (c) the Product Schedule (if any) for that Product;
該**產品**的**產品附件**（若有）；
- (d) any Operational Materials for that Product; and
該**產品**的任何**操作文件**；以及
- (e) the Account Opening Documentation
帳戶開立文件。
- (f) .

1.1.7 **產品**使用所依據之電子條款。 You agree and acknowledge that any Account opened or Product provided by us is subject to all applicable Laws and Local Practices. Accordingly, an Account or a Product may be subject to the sovereign risk of the jurisdiction or market where that Account is opened or that Product is provided.

貴公司同意並確認任何由本行開立的**帳戶**或提供的**產品**將遵守所有適用的**法律**和**當地慣例**。因此，**帳戶**或**產品**可能受限於**帳戶**開立地或**產品**提供地所在司法管轄區或市場的主權風險。

1.2 Our role

本行的角色

None of us, any member of the BNP Paribas Group or any of our or their Officers is acting as a fiduciary for or an adviser to you. You agree that you are responsible for your own decisions in respect of any Account or Product.

本行、**法國巴黎銀行集團**的任何成員或任何本行或他們的**職員**都不作為貴公司的受託人或顧問。貴公司同意為貴公司就任何**帳戶**或**產品**的決定負責。

1.3 Outsourcing

委外

You agree that we may, from time to time, and in our discretion, without further notice or being accountable to you:

貴公司同意，本行可以不時依自己的判斷而不需進一步通知貴公司或對貴公司負責：



- (a) delegate, subcontract, employ or otherwise appoint other members of the BNP Paribas Group or a Third Party Provider to carry out any of our obligations under the Agreement;

委派、分包、僱傭或以其他方式任命法國巴黎銀行集團其他成員或第三方提供者履行本行在合約項下的任何義務；

- (b) outsource certain functions in connection with the operation of our business (including any Account or Product or any administrative or information technology related functions) to other members of the BNP Paribas Group or a Third Party Provider; or 將與本行經營的業務有關的某些職能（包括任何帳戶或產品或任何與管理或資訊技術有關的職能）委外給法國巴黎銀行集團其他成員或第三方提供者；或

- (c) carry out Instructions with or through other members of the BNP Paribas Group or a Third Party Provider.

與或通過法國巴黎銀行集團其他成員或第三方提供者執行指令。

1.4 Conflicts

衝突

You acknowledge and accept that we can provide an Account or a Product to you even though we, a member of the BNP Paribas Group or any of our Third Party Providers has or may have:

貴公司確認並接受，本行可向貴公司提供帳戶或產品，即使本行、法國巴黎銀行集團的成員，或任何本行的第三方提供者有或可能有以下情形：

- (a) a material interest in any of your dealings with or Instructions to us;
在任何貴公司與本行的交易或對本行之指令中有重大利益；
- (b) a relationship which gives rise to a conflict of interest; or
引起利益衝突的關係；或
- (c) a duty to other clients which would otherwise conflict with our or their duty to you.
對其他客戶的義務會以其他方式與本行或者他們對貴公司的義務發生衝突。

2. YOUR RESPONSIBILITIES

貴公司的義務

2.1 Your agreements

貴公司同意

You agree that, at all times until the termination of the Agreement, you will:

貴公司同意，直到本合約終止，貴公司將始終：

- (a) complete and sign any documentation and provide us with any material, evidence or information that we may reasonably require to our satisfaction;
完成並簽署本行可能合理要求的任何文件、以及提供本行可能合理要求的任何文件、證據或資訊，並令本行滿意；
- (b) notify us promptly of any changes to information previously provided to us
當之前提供給本行的資訊發生任何變化時及時通知本行，包括
- (c) , including any change to your name and (if applicable) your shareholders or directors or any material provision of your constitutive documents;
當貴公司的名稱、以及（若適用）貴公司的股東或董事或任何組織文件的重要規定發生任何變化時；



- (d) comply with and be bound by (i) any applicable Operational Materials when an Account is opened, a Product is provided or when accessing or using any Account or Product, or (ii) any Instructions or directions from us, and promptly notify us in the event of any failure to comply with the same;
- 當帳戶開立、產品提供或進入或使用任何帳戶或產品時遵守(i)任何適用的操作文件、或(ii)本行的任何指令或指示，並受其約束，並於發生任何無法遵守該等文件、指令或指示時及時通知本行；
- (e) perform all your obligations under the Agreement promptly and no later than the time specified (if any);
- 及時履行貴公司在合約項下的全部義務，不得遲於規定的時間（若有）；
- (f) notify us promptly in writing of any deterioration in your finances, business, performance, operations, status or prospects;
- 當貴公司的財務、業務、履行、經營、狀態或前景發生惡化時及時書面通知本行；
- (g) use all reasonable precautions to prevent fraudulent or unauthorised access to or use of an Account or Product;
- 採取所有合理預防措施防止欺騙的或未授權的進入或使用帳戶或產品；
- (h) not use or allow any person to use any Account or Product in breach of any Law;
- 不違反任何法律使用或允許任何人使用任何帳戶或產品；
- (i) inform us promptly of any error, dispute or suspicion of fraud or illegality in respect of any Account, Product or Instruction;
- 及時通知本行關於任何帳戶、產品或指令的任何錯誤、糾紛，或欺騙或不合法嫌疑；
- (j) be responsible for controlling and verifying any Instructions which you do directly or indirectly through the use of an Account or Product, particularly with regards to the prevention of money laundering and compliance with any AML Laws and Policies; and
- 負責控制並核實貴公司參與或直接或間接通過使用帳戶或產品的方式操作的任何指令，尤其在關於洗錢防制和遵守任何洗錢防制法律和政策方面；以及
- (k) on our request, do all things and execute all instruments and documents as we may in our reasonable discretion consider necessary or desirable for the Agreement or ensuring we can fully enjoy all our rights, powers and remedies we have under the Agreement.
- 應本行的要求，採取或簽署所有本行自行合理決定認為就合約或確保本行能夠完全行使本行在合約項下所享有的所有權利、權力和救濟的必要的或所需的行為和文書和文件。

2.2 Your representations

貴公司的聲明

2.2.1 You represent and warrant at all times until the termination of the Agreement that:

貴公司聲明並擔保，直到合約終止，始終：

- (a) you will not be in breach of any Law or any obligation to another person as a result of your opening, acquiring, operating or using an Account or a Product, entering into the Agreement, making any Instruction, communicating or taking any other action directly or indirectly through the use of any Account or Product;
- 貴公司開立、獲得、操作或使用帳戶或產品、簽署合約、作出任何指示、通信或直接或間接通過使用任何帳戶或產品採取的任何其他行為將不會違反任何法律或對其他人的任何義務；



- (b) you have obtained all necessary consents and authorisations required to open, acquire, operate or use an Account or a Product and enter into or perform any obligation under the Agreement (including, where relevant, those consents and authorisations that allow the Authorised Persons to do these things) and the giving of these consents and authorisations does not contradict with your (or, where relevant, the Authorised Person's) articles of association, by-laws or constitutional documents;
- 貴公司已獲得所有必需的同意和授權以開立、獲得、操作或使用帳戶或產品，以及簽署或履行合約項下的任何義務，(包括，如相關，該等允許被授權人採取這些行為的同意和授權)，並且給予該等同意和授權不與貴公司(或，如相關，被授權人)的章程、內規或組織文件衝突；
- (c) if you are:
- 如果貴公司是:
- (i) a company, you are duly organised and validly existing under the Laws of your jurisdiction of organisation or incorporation and, if relevant under those Laws, you are in good standing; or
- 一家公司，貴公司係依據貴公司成立或設立的司法管轄區內的法律適當成立並合法存續的，並且若與該等法律相關，貴公司的狀態良好；或
- (ii) an individual (a natural person), you are of full age and sound mind;
- 個人(自然人)，貴公司已成年且心智健全；
- (d) you have full legal capacity, power, authority and right to enter into and exercise your rights and perform your obligations under the Agreement and acquire, operate and use an Account or a Product;
- 貴公司具有完全的合法能力、權力、授權和簽署合約的權利並行使權利及履行義務，並獲得、操作及使用帳戶或產品；
- (e) you are entering into the Agreement as principal (and not for another person as agent or in any other way or capacity);
- 貴公司作為當事人本人(而非其他人的代理或任何其他方式或身份)簽署合約；
- (f) the Agreement and arrangements contemplated by or pursuant to the Agreement constitute legal, valid and binding obligations which are enforceable against you;
- 合約以及擬根據或已根據合約進行的安排構成對貴公司合法的、有效的、有約束力的並可對貴公司強制執行的義務；
- (g) no material litigation, arbitration, regulatory or administrative proceeding or investigation is currently taking place, pending or threatened against you, your business or any of your assets;
- 針對貴公司及貴公司的業務或任何資產，沒有正在進行的、將進行的或威脅進行的重大的訴訟、仲裁、法律或行政程序或調查；
- (h) no Termination Event has occurred and is continuing and no similar type of event or circumstance would occur as a result of your opening, acquiring, operating or using any Account or Product or your entering into or performing any obligation under the Agreement;
- 沒有發生且沒有正在發生的終止事件，並且貴公司開立、獲得、操作或使用任何帳戶或產品，或貴公司簽署合約或履行合約項下的義務都不會導致類似類型的事件或情形的發生；
- (i) all information provided by you to us is true, accurate, complete, up to date and not misleading in any way;
- 貴公司向本行提供的所有資訊都是真實的、準確的、完整的、最新的，不會以任何形式產生誤導；



- (j) you have fully disclosed in writing to us all facts and information relating to you which you know or should reasonably know and which are material for disclosure to us for the purpose of the Agreement, any Account or Product, any Instruction or any arrangement contemplated by or pursuant to the Agreement;
- 為合約、任何帳戶或產品或擬根據或已根據合約進行的任何指令或安排之目的，貴公司知道或應當合理知道且為重大而應揭露的所有關於貴公司的事實和資訊貴公司都已以書面形式向本行完全揭露；
- (k) any personal data that you have provided to us has been provided with the consent of the relevant individuals and in compliance with applicable Laws including personal data protection and privacy legislation;
- 貴公司已向本行提供的任何個人資料已獲得相關個人的同意並符合包括個人資料保護和保密立法等適用法律；
- (l) you have made your own independent decisions to open, acquire, operate and use any Account or Product and enter into the Agreement, and if necessary, have taken such independent advice (including tax, accounting and legal advice from professional experts) as you have deemed necessary or advisable so you can decide on and understand the merits, effects and risks of entering into the Agreement, opening any Account, acquiring any Product, making any Instruction or taking any action in connection with the Agreement;
- 貴公司已做出獨立的決定以開立、獲取、操作和使用任何帳戶或產品及簽署合約，並且若需要，已接受貴公司認為需要或適當的獨立建議（包括專家的稅務、會計和法律建議），所以貴公司能夠決定並理解簽署合約、開立任何帳戶、獲得任何產品、做出任何指令或採取與合約有關的任何行為的優點、影響和風險；
- (m) you are not relying on any representation, warranty, statement of opinion, inducement or other communication (written or oral) made by or on behalf of us in opening, acquiring, operating or using any Account or Product;
- 貴公司並不依賴本行或代表本行就開立、獲取、操作或使用任何帳戶或產品所做出的任何聲明、擔保、意見聲明、勸導或其他通信（書面或口頭）；
- (n) you are entering into the Agreement and are opening, acquiring, operating and using any Account or Product in the course of a business and you are not dealing as a consumer;
- 貴公司不是作為消費者，而是在業務過程中簽署合約以及開立、獲取、操作和使用任何帳戶或產品；
- (o) you have read and understood the relevant Operational Materials before opening, acquiring, operating or using any Account or Product
- 貴公司在開立、獲取、操作或使用任何帳戶或產品前已閱讀並理解相關操作文件， and you will operate or use any Account or Product only in accordance with the relevant Operational Materials;
- ，並且貴公司將僅按照相關操作文件操作或使用任何帳戶或產品；
- (p) you will not use or permit the use of any Account or Product for money laundering purposes or in contravention of any AML Laws and Policies and that any Instructions issued at your request must not be, and are not intended to be, used in those ways;
- 貴公司不會為洗錢之目的或違反任何洗錢防制法律和政策而使用或許可使用任何帳戶或產品，並且應貴公司要求簽發的任何指令不應，且未打算，為洗錢目的而使用；
- (q) none of you, any of your subsidiaries, your or their respective directors or officers, or, to the best of your knowledge, any of your Affiliates or Officers is a person, that is, or is owned or controlled by any person that is, or is likely to become: (i) the subject of any Sanctions (a "Sanctioned Person") or (ii) located, organised or resident in a



country or territory that is, or whose government is, the subject of Sanctions broadly prohibiting dealings with such government, country or territory (a "**Sanctioned Country**");

無貴公司、任何子公司、貴公司或貴公司子公司之董事或職員、或於貴公司所能知悉之最大範圍內，任何貴公司之關聯公司或職員係一個體，即，或為其他個體所擁有或控制，或可能成為 (i)任何制裁之主體 ("**受制裁者**") 或(ii) 位於、設立於或居住於一個國家或領土，其政府受制於制裁而禁止與該政府、國家或領土交易 ("**受制裁國家**")；

- (r) none of you, any of your subsidiaries, your or their respective directors or officers, or to the best of your knowledge, any of your Affiliates or Officers has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption or anti-money laundering Laws in any applicable jurisdiction and you have instituted and maintain policies and procedures designed to prevent the violation of such Laws;

無貴公司、任何子公司、貴公司或貴公司子公司之董事或職員、或於貴公司所能知悉之最大範圍內，於任何適用之管轄權內已從事任何活動或行為其可能違反任何可能之反賄賂、反腐敗或洗錢防制法且已制定並且保持旨在確保貴公司不違反該等**法律**的政策和程序；

- (s) you have paid all stamp, registration, notarial or other Taxes or fees due to the Agreement, any Account or any Product that you must pay under any Law; and

貴公司已支付任何**法律**項下與**合約**、任何**帳戶**或任何**產品**有關而貴公司必須支付的所有印花稅、登記費、公證費或其他**稅務**或費用；以及

- (t) you are not required to make any deduction for or on account of Tax from any payment you may make under or in relation to the Agreement, any Account or any Product.

貴公司未被要求就與**合約**、任何**帳戶**或任何**產品**有關或其項下的付款進行稅務扣繳。

2.2.2 You acknowledge that:

貴公司知悉：

- (a) you may not deny the truth of your representations in this Clause; and
貴公司不會否認在本條中的聲明的真實性；以及
- (b) we are relying on your representations in providing you with any Account or any Product.

本行基於貴公司的聲明向貴公司提供任何**帳戶**或任何**產品**。

2.3 Authorised Persons

被授權人

- 2.3.1 You must provide us promptly with details of all Authorised Persons together with any additional information we require from time to time (for example, proof of identity).

貴公司必須立即向本行提供所有**被授權人**的詳細資訊以及本行隨時所要求的任何額外資訊（例如：身份證明）。

- 2.3.2 You must make sure that all Authorised Persons follow all undertakings in the Agreement.

貴公司必須確保所有**被授權人**遵守**本合約**中的所有承諾。

- 2.3.3 You must immediately inform us in writing of any nomination of additional, or removal of existing, Authorised Persons or any variation to their signing authority and in such format as we may require.

如任命額外的**被授權人**或移除當前的**被授權人**、或其簽署權限有任何變更，貴公司必須立即以本行所要求的書面形式，通知本行。



2.3.4 You acknowledge and agree that:

貴公司知悉並同意：

- (a) unless you and we agree otherwise in writing, each Authorised Person is authorised by you to give Instructions regarding any Account or Product and perform any acts or incur any obligations for and on behalf of you;

除非貴公司與本行以書面形式另外約定，各**被授權人**都被貴公司授權發出有關任何**帳戶**或**產品**的**指令**並為貴公司或代表貴公司做出行為或承擔任何義務；

- (b) unless you and we agree in writing, each Authorised Person will continue to be authorised until such time as we receive written notice from you to the contrary; and

除非貴公司與本行以書面形式另外約定，各**被授權人**將被持續授權直到本行收到貴公司發出的與之相反的書面通知；以及

- (c) we may accept Instructions from each Authorised Person and any person we believe in good faith to be an Authorised Person, and you are responsible to us for all of such Instructions.

本行可以接受各**被授權人**以及任何本行善意認為是**被授權人**的個人發出的**指令**，且貴公司應當為所有這些**指令**對本行負責。

2.3.5 You must:

貴公司必須：

- (a) provide us with the specimen signature of each Authorised Person; and

向本行提供各**被授權人**的簽字樣本；以及

- (b) notify us promptly in writing of any change in the style of any Authorised Person's signature.

及時以書面形式通知本行任何**被授權人**簽字式樣的變化。

2.3.6 Any change to the identity of the Authorised Persons or to any details in relation to an Authorised Person (including the style of an Authorised Person's signature) will take effect only on receipt and validation by us of written notification of that change together with any documents or other forms as we may require.

任何**被授權人身分**或**任何其相關之細節**(包括簽名式樣的變化)，只有在本行收到關於該變化的書面通知以及本行可能要求的任何文件或其他表格並對其確認後方可生效。

2.4 **Affiliate Customers**

關聯客戶

2.4.1 We may provide an Account or a Product to an Affiliate Customer from time to time

本行可以不時提供**帳戶**或**產品**給**關聯客戶**，但以**關聯客戶**簽署相關**帳戶開立文件**並將本行合理要求的其他文件遞交給本行為前提。

2.4.2 , subject to that Affiliate Customer signing the relevant Account Opening Documentation and delivering to us such other documentation as we may reasonably require.

2.4.3 Where we have agreed to make any Account or Product available to an Affiliate Customer:



當本行已同意向一個**關聯客戶**提供任何**帳戶**或**產品**時：

- (a) the Affiliate Customer agrees to authorise you irrevocably to act on its behalf; and **關聯客戶**同意不可撤銷地授權貴公司代表其採取行動；以及
- (b) unless you and we otherwise agree in writing, the Affiliate Customer agrees that each Authorised Person will be authorised to give Instructions and perform any acts or incur any obligations for and on behalf of it.

除非貴公司與本行另有書面約定，**關聯客戶**同意各**被授權人**將被授權發出**指令**並為其或代表其做出任何行為或承擔任何義務。

2.4.4 Where we have agreed to make any Account or Product available to an Affiliate Customer, you and the Affiliate Customer agree to:

當本行已同意向一個**關聯客戶**提供任何**帳戶**或**產品**時，貴公司與**關聯客戶**同意：

- (a) make sure you promptly and completely perform your and each Affiliate Customer's obligations under the Agreement; and
確保貴公司與各**關聯客戶**及時、完全地履行**合約**項下的義務；以及
- (b) pay us immediately upon demand the debit balance on any of your or an Affiliate Customer's Account.

一經要求，立即向本行支付任何貴公司或**關聯客戶**的**帳戶**中的借方餘額。

2.5 Joint accounts

聯合帳戶

Where you are more than one person:

當貴公司多於一人時：

- (a) all sums or other property held in your joint Account will be held jointly as joint tenants, with the right of survivorship;
貴公司**聯合帳戶**中持有的所有金額或其他財產將以共有人存續一方取得全部權利之方式而共同持有；
- (b) your liabilities and obligations under the Agreement will be joint and several;
貴公司在**合約**項下的責任和義務將是連帶債務；
- (c) any Instruction or notice may be given to us by any one of you and we will be entitled to treat those Instructions and notices as being given by all of you; and
貴公司的任何一人可向本行發出任何**指令**或通知，且本行有權將該**指令**和通知當作是貴公司全體發出的；以及
- (d) any notice given by us to any one of you will be deemed to be given to all of you.
本行向貴公司任何一人發出的任何通知將被視為是向貴公司全體發出的。

3. INSTRUCTIONS

指令

3.1 Giving and following Instructions

發出及遵循指令

3.1.1 You agree:

貴公司同意：



BNP PARIBAS

- (a) to make sure that each Instruction is correct, complete, clear and authorised and, where relevant, is in the format we expressly require; and
確保各指令正確、完整、清晰且經授權，並且，若相關，按本行明確要求的形式做出；以及
- (b) that each Instruction is irrevocable, and unless otherwise specified, unconditional.
各指令是不可撤銷的，以及，除非另有規定，係無條件的。

3.1.2 We may (but are not obliged to):

本行可以（但無義務）：

- (a) refuse to act on an Instruction if:
拒絕執行指令，如果：
 - (i) it is not given and received in the manner we specify;
指令未以本行指定的形式發出和收到；
 - (ii) it would result in a breach of any relevant Law or Local Practice;
執行指令將導致違反任何相關法律或當地慣例；
 - (iii) we consider it is reasonable and practicable to do so;
本行認為這項拒絕是合理且可行的；
 - (iv) it would cause a breach of the Agreement or any other agreement between you and us or any other member of the BNP Paribas Group;
執行指令將導致本合約或貴公司與本行或法國巴黎銀行集團任何其他成員的任何其他合約下的違約；
 - (v) it is not in accordance with our usual business practices and procedures or any of our internal policies; or
指令不符合本行的日常業務操作和程序或本行的任何內部政策；或
 - (vi) if we, in our sole determination, have reason to believe that the Instruction (or purported Instruction) has not been properly authorised by you or an Authorised Person;
如果本行，依自行決定，有理由認為該指令（或聲稱的指令）未獲得貴公司或被授權人適當授權；
- (b) assume that any Instruction is correct, complete, genuine and authorised by you;
假定任何指令都是正確、完整、真實和經貴公司授權的；
- (c) refuse to act on incomplete or unclear Instructions;
拒絕執行不完整或不清晰的指令；
- (d) act on any Instruction without considering if that Instruction is sensible or without assessing the reasonableness or accuracy of that Instruction, the nature of that



Instruction, the consequence to you or any person of acting on such Instruction, the amount of money involved or the prevailing circumstances;

執行任何**指令**而不考慮該**指令**是否合理、或不評估該**指令**之合理性或正確性、其性質、對貴公司或任何個人的後果、涉及的金額或當時的環境；

- (e) specify additional conditions on which we accept any Instructions; and

說明本行接受任何**指令**的額外條件；以及

- (f) enquire about or attempt to verify the authenticity of any Instruction.

詢問或試圖核實任何**指令**的真實性。

- 3.1.3 Despite any other provision to the contrary in the Agreement, and if we are not prohibited to do so by Law, we reserve the right, without any liability on our part, not to act, or to delay acting, on any Instruction. However, we will exercise our right not to act or to delay acting on any Instruction only in circumstances we consider in good faith that it is reasonable and appropriate for us to do so. If this happens, we will use reasonable efforts to inform you as soon as reasonably practicable.

儘管**本合約**中有任何其他相反規定，在**法律**不禁止的範圍內，本行保留不執行或延遲執行任何**指令**的權利，但不承擔任何責任。然而，本行將僅在本行善意的認為本行行使不執行或延遲執行任何**指令**的權利是合理並且恰當的情形下方行使該等權利。當上述情形發生時，本行將盡合理努力盡可能早地通知貴公司。

- 3.1.4 For the purposes of carrying out any Instruction, you:

為執行任何**指令**，貴公司：

- (a) authorise us to send Instructions on your behalf and act as instructing financial institution (or make sure any other member of the BNP Paribas Group or Third Party Provider acts so);

授權本行代表貴公司發出**指令**並作為出具指示的金融機構（或確保**法國巴黎銀行集團**的任何其他成員或**第三方提供者**如此行為）；

- (b) acknowledge that in relation to any Instruction relating to an Account that is not held by us, we shall only be responsible for sending on the Instruction to the account holding entity, and we take no responsibility for the completion of that Instruction;

確認本行對於非本行所持有帳戶之任何相關**指令**，只需負責將該**指令**傳送至該帳戶之持有者，本行對該項**指令**之履行不負任何責任；

- (c) acknowledge that we will be acting for you as your agent to send Instructions (or make sure they are sent) to any other member of the BNP Paribas Group or Third Party Provider;

確認本行將作為貴公司的代理人將**指令**傳送（或確保**指令**傳送）至**法國巴黎銀行集團**的任何其他成員或**第三方提供者**；

- (d) acknowledge that any other member of the BNP Paribas Group or Third Party Provider, being the recipient of any such Instructions, is authorised and can act upon them as if it had been given directly by you to that recipient;

確認**法國巴黎銀行集團**的任何其他成員或**第三方提供者**作為任何該**指令**的接收方，被授權且能夠執行該**指令**，如同直接接收貴公司發出的**指令**；

agree to authorise any other member of the BNP Paribas Group or relevant Third Party Provider to provide account and other information to us; and

同意授權**法國巴黎銀行集團**的任何其他成員或相關**第三方提供者**向本行提供帳戶和其他資訊；以及



- (e) acknowledge and agree that we do not guarantee that an Instruction will be carried out within a particular timeframe or in any particular order and there may be a time lag between the time the User provides an Instruction and the time the Instruction is carried out by us. As a result, Instructions may be executed at prices different from those prevailing at the time the Instructions were given. For example, if we receive or read the User's Instructions after the time or deadline we have in place for the instructed actions on any particular day, we may not carry out the Instructions until at least the next day for which we have in place our practice to carry out the Instructions.

確認並同意本行並不保證指令會在特定時限內、或依任何特定順序執行，且使用者提供指令之時點與本行執行該指令之時點間，可能會有延遲。因此，指令之執行價格可能會與下達指令當時之價格不同。例如，若在本行就任一特定日所訂定的指示行為時間或截止時限過後，本行方接獲或讀取使用者之指令者，本行即無法執行該等指令，而至少需俟次日，本行相關作業備置妥當時，方可執行。

- 3.1.5 You consent to us retaining information in respect of any Instructions made under the Agreement to meet our legal and regulatory obligations and internal policies.

貴公司同意本行保留關於在合約項下做出的任何指令的資訊以滿足本行的法定義務以及內部政策。

- 3.1.6 As between you and us, in the absence of manifest error, our records of an Instruction (whether recorded on tape or in paper, electronic or other form) will be conclusive evidence of the fact of receipt or non-receipt of such Instruction and of the contents of that Instruction.

在貴公司與本行間，本行的指令記錄（無論以磁片或紙張、電子或其他形式記錄）在沒有明顯錯誤時將是關於接收或未接收該指令的事實以及該指令內容的最終證據。

3.2 Instructions by telephone, facsimile, email or other electronic means

電話、傳真、電子郵件或其他電子形式的指令

- 3.2.1 You request and authorise us to accept, rely on and act in accordance with any Instruction by telephone, facsimile, email or any other electronic means (including on, through or via any Electronic Platform) acceptable to us in our discretion.

貴公司要求並授權本行接受並依據電話、傳真、電子郵件或任何其他本行自行決定可以接受的電子形式的指令（包括在任何電子平台上、或透過或經由任何電子平台所為者）行事。

- 3.2.2 You accept and understand that Instructions by telephone, facsimile, email or any other electronic means (including on, through or via any Electronic Platform) are subject to availability and acceptability of such method of Instruction by us. We are not obliged to act on any of those Instructions.

貴公司接受並理解電話、傳真、電子郵件或其他電子形式的指令（包括在任何電子平台上、或透過或經由任何電子平台所為者）受限於本行對該形式指令的可使用性和可接受性。本行無義務執行任何該等指令。

- 3.2.3 You acknowledge and accept the risks in giving Instructions by telephone, facsimile, email or other electronic means (including on, through or via any Electronic Platform), including the risk that:

貴公司確認並接受以電話、傳真、電子郵件或其他電子形式發出指令（包括在任何電子平台上、或透過或經由任何電子平台所為者）的風險，包括：

- (a) an error occurs in the transmission of any of those Instructions;
任何該等指令傳送中發生的錯誤；
- (b) any of those Instructions is unauthorised or given by an unauthorised person;
任何該等指令未經授權或由未被授權人發出；



- (c) any of those Instructions is processed more than once if it is given in different forms;
任何該等指令在以不同形式發出時被多次處理；
- (d) any of those Instructions is not received or read by us;
任何該等指令未被本行接收或閱讀；
- (e) we fail to carry out an instruction or request contained in any of those Instructions in a timely manner;
本行未能及時執行指令或任何該等指令中的要求；
- (f) we misinterpret any of those Instructions;
本行誤解了任何的指令；
- (g) any information sent by email or other electronic means (including on, through or via any Electronic Platform) contains Malware; and
通過電子郵件或其他電子形式發出的任何資訊（包括在任何電子平台上、或透過或經由任何電子平台所發出者）帶有惡意軟體；以及
- (h) any information contained in any of those Instructions is leaked, delayed, lost in transmission or subject to any other interference.
該等指令中的任何資訊在傳送中洩露、延遲、遺失或受任何其他干擾。

3.2.4 You acknowledge and agree that telephone, facsimile, email or any other electronic means (including communications on or through any Electronic Platform) are each an insecure form of communication and that we do not make any representations or warranties as to the security, completeness or integrity of any information or Instruction transmitted to us by any of those means.

貴公司確認並同意電話、傳真、電子郵件或任何其他電子形式（包括在任何電子平台上、或透過或經由任何電子平台所為者）都不是安全的通信方式，本行不對通過該等形式傳送給本行的任何資訊或指令的安全性、完全性或完整性做出任何聲明或擔保。

3.2.5 You acknowledge that you shall be entirely responsible for establishing effective, appropriate and accessible means to identify and correct input errors prior to sending any Instruction on any Electronic Platform or in relation to any Account or Product. We shall not be obliged to do this ourselves, nor are we obliged to make any such means available to you.

貴公司確認貴公司應全權負責建立有效、妥適並易於使用之方法，以於任何電子平台上傳送任何指令前、或於傳送關於任何帳戶或產品之任何指令前，辨識並更正輸入錯誤。本行並無義務自行辦理此事，亦無義務向貴公司提供任何此等方法。

3.2.6 We are not obliged to (but may) make enquiries as to the authority or identity of the person making or purporting to give Instructions by telephone, facsimile, email or any other electronic means (including on, through or via any Electronic Platform).

本行無義務（但可以）對以電話、傳真、電子郵件或任何其他電子形式（包括在任何電子平台上、或透過或經由任何電子平台）發出或聲稱發出指令的個人的權限或身份進行詢問。

3.2.7 Without limitation to Clause 6.3 (*Exclusion of liability*) and Clause 31 (*Liability with respect to Electronic Platforms*), no member of the BNP Paribas Group or its Officers will be liable for any losses arising from or in connection with any Instruction transmitted by telephone, facsimile, email or any other electronic means (including on, through or via any Electronic Platform) if you have acted fraudulently or with gross negligence (including, without limitation, in cases where you knowingly allow the use by an unauthorised party of any of your devices, codes, or passwords), or have failed to inform us as soon as reasonably practicable in writing, or by any other means promptly followed by a confirmation thereof in writing, after you find or believe that any of your Access Details have been compromised, lost or stolen, or that any unauthorised Instructions have been issued in connection with any Account or Product.



不限於第 6.3 條(免責)及第 31 條(關於**電子平台**之責任)，任何法國巴黎銀行集團成員或其員工，對因以電話、傳真、電子郵件或其他電子形式(包括在任何**電子平台**上、或透過或經由任何**電子平台**)所傳送之任何**指令**所產生或與之有關之任何損失，若貴公司有詐欺或重大過失(包含但不限於貴公司故意允許任何未授權人士使用任何貴公司之設備、代碼或密碼)，或貴公司發現或相信其**登入資料**已被洩漏、遺失或竊取，或關於任何帳戶或產品已發出任何未經授權之**指令**而未於合理可行之時儘速以書面通知本行、或以其他方式通知並旋即以書面確認者，不負賠償責任。

- 3.2.8 You acknowledge that electronically executed contracts (including contracts executed through the use of electronic signatures) are legal, valid and binding on you and are enforceable against you as if they were signed in writing. You may not dispute the contents of any Account or Product acquired, or related Instruction(s) executed, through electronic channels (including on, through or via any Electronic Platform).

貴公司確認電子簽署的合約(包括使用電子簽章所簽署者)與書面簽署的合約一樣是合法的、有效的且對貴公司有約束力和可強制執行的。貴公司不可對通過電子途徑(包括在任何**電子平台**上、或透過或經由任何**電子平台**)所獲得的**帳戶**或**產品**、或所執行的有關**指令**的內容提出異議。

- 3.2.9 In any legal proceedings brought in respect of an Instruction to us by email or other electronic means (including on, through or via any Electronic Platform), you acknowledge and agree that:

就以電子郵件或其他電子形式(包括在任何**電子平台**上、或透過或經由任何**電子平台**)發給本行的**指令**提起的任何法律程序，貴公司確認並同意：

- (a) any of those Instructions will be fully binding upon and conclusive against you;

任何該等**指令**將對貴公司有完全約束力且是最終的；

- (b) any of those Instructions will not be affected or challenged merely on the ground that it is sent or received via email or other electronic means (including on, through or via any Electronic Platform) and does not bear your or an Authorised Person's physical signature;

任何該等**指令**將不會僅僅因為是以電子郵件或其他電子形式(包括在任何**電子平台**上、或透過或經由任何**電子平台**)收發且沒有貴公司或**被授權人**的手寫簽名而受影響或被質疑；

- (c) you will not dispute the correctness, validity, accuracy, completeness, enforceability, authenticity and genuineness of any Instruction by email or other electronic means (including on, through or via any Electronic Platform); and

貴公司將不會質疑電子郵件或其他電子形式(包括在任何**電子平台**上、或透過或經由任何**電子平台**)的任何**指令**的正確性、有效性、準確性、完全性、可強制執行性、可靠性和真實性；以及

- (d) such email or electronic Instruction is fully admissible in evidence against you as if it had been an original document and physically signed by you or an Authorised Person.

該電子郵件或電子**指令**可作為對貴公司不利的證據被充分採納，如同貴公司或**被授權人**手寫簽名的文件原件。

- 3.2.10 We may require any Instruction to us by telephone, facsimile, email or any other electronic means (including on, through or via any Electronic Platform) to be further confirmed in writing. Any written confirmation of any Instruction must be clearly marked with the words "Confirmation Only – Do Not Duplicate". Otherwise, we may act upon such written confirmation as a new Instruction.

本行可以要求對任何以電話、傳真、電子郵件或任何其他電子形式(包括在任何**電子平台**上、或透過或經由任何**電子平台**)向本行發出的**指令**進行進一步的書面確認。任何關於任何**指令**的



書面確認必須用“**僅作確認之用—請勿重複執行**”的字樣清楚注明。否則，本行可以將該書面確認作為新的**指令**執行。

3.3 Stopping or modifying an Instruction

停止或修改指令

If requested by you, we may, in our discretion but subject to Law, use reasonable attempts to cancel, stop or modify an Instruction which we have carried out following receipt in any way of an Instruction. However, we are under no obligation to do so and we are not liable for any loss you incur if we fail to do so.

如果貴公司請求，本行可在遵循**法律**的前提下，自行決定且盡合理努力以取消、停止或修改本行在以任何方式收到**指令**後執行的**指令**。但是，本行沒有義務做上述行為並且不因本行未做上述行為而給貴公司造成的任何損失承擔責任。

3.4 Use of rubber stamps or seals

橡皮印章與印鑑的使用

3.4.1 We may, in our discretion and subject to such conditions we may require, agree that Instructions may be given in respect of an Account or Product by the use of your rubber stamp or seal.

本行可以自行決定且遵循本行可能要求的相應條件，同意貴公司通過使用貴公司的橡皮印章或印鑑做出與**帳戶**或**產品**有關的**指令**。

3.4.2 You acknowledge and accept the risks in giving Instructions by the use of your rubber stamp or seal (including the risk of forgery or the risk that the rubber stamp or seal is used by an unauthorised person).

貴公司確認並接受通過使用橡皮印章或印鑑來做出**指令**的風險（包括偽造的風險以及被未被授權的人使用的風險）。

3.4.3 You authorise us to treat any Instructions relating to the Account or Product which bear the rubber stamp or seal as fully authorised by and binding on you. We are not required to make any enquiry as to the authenticity of such rubber stamp or seal or the authority or identity of the person using such rubber stamp or seal.

貴公司授權本行將帶有橡皮印章或印鑑的與**帳戶**或**產品**相關的任何**指令**視為經過貴公司的充分授權並對貴公司有約束力。本行無須向貴公司詢問該橡皮印章或印鑑的真實性或者該橡皮印章或印鑑使用者的授權及身份。

3.4.4 We will not be held liable for any loss arising from or in connection with the use of the rubber stamp or seal.

本行不對因使用橡皮印章或印鑑而造成的或與之相關的任何損失承擔責任。

3.4.5 You must immediately notify us in writing of the loss of your rubber stamp or seal.

如果貴公司的橡皮印章或印鑑遺失，貴公司必須立即書面通知本行。

4. CONFIRMATIONS AND STATEMENTS

確認書及對帳單

4.1 Statements and confirmations

對帳單及確認書



- 4.1.1 We may (but are not obliged to) issue, or make accessible, statements for any Account or Product, or advices or confirmations in relation to any Instruction or action made in connection with any Account or Product at a frequency and method as determined by us in accordance with the applicable Local Practice.

本行可以（但無義務）對任何**帳戶**或**產品**出具對帳單或提供相應的查詢方式，或者以本行根據適用的**當地慣例**而確定的頻率和方式提供關於任何**帳戶**或**產品**所為任何**指令**或行為的通知或確認書。

- 4.1.2 You will be deemed to have received such statements, advices and confirmations in accordance with Clause 9.2 (Communications to you).

根據第 9.2 條（*與貴公司的通信*），貴公司將被視為已經收到了該對帳單、通知及確認書。

4.2 Electronic methods

電子方式

You may, at any time by written notice, request us to stop providing you with printed copies of statements, advices or confirmations for an Account or Product and instead transmit the same to you by posting them through the relevant Electronic Platform or any other electronic method made available by us. In such event, you will not dispute the authenticity, validity, accuracy, enforceability or genuineness of any such statements, advices or confirmations by reason that they are posted electronically through such Electronic Platform or otherwise and you further waive any objection to the admissibility in evidence of any statement, advice or confirmation posted through such Electronic Platform or otherwise.

貴公司可以在任何時候通過書面通知來請求本行停止提供**帳戶**或**產品**的紙本對帳單、通知或確認書，並將其內容改以經由**電子平台**之刊登或本行所提供之其他任何電子方式傳遞予貴公司。於此情形，貴公司將不以其係經由該等**電子平台**或其他方式刊登為理由而爭執任何此等對帳單、通知或確認書之真實性、有效性、正確性、可執行性及真實性，對於任何經由該等**電子平台**或其他方式刊登之對帳單、通知或確認書之證據能力，貴公司並進一步拋棄任何異議之權利。

4.3 Errors and discrepancies

錯誤及不一致

- 4.3.1 You are under a duty to examine each statement, advice or confirmation promptly following receipt or in the case of any statement, advice or confirmation posted through any Electronic Platform or any other electronic method, promptly following it having been posted. It is your responsibility to notify us if you did not receive a statement, advice or confirmation.

貴公司有義務在收到每筆對帳單、通知或確認書後，或就任何經由**電子平台**其他任何電子方式所刊登之對帳單、通知或確認書，則有義務在其刊登之後，及時進行核對。如果貴公司沒有收到對帳單、通知或確認書，貴公司有責任通知本行。

- 4.3.2 You must promptly notify us of any error, discrepancy or unauthorised Instructions relating to any statement, advice or confirmation for an Account or Product by the time specified in such statement, advice or confirmation or as determined by us in accordance with the applicable Local Practice.

貴公司必須在對帳單、通知或確認書上所要求的或本行根據適用的**當地慣例**而確定的時間內及時通知本行與**帳戶**或**產品**有關的任何對帳單、通知或確認書上的任何錯誤、不一致或未授權**指令**。

- 4.3.3 If you do not notify us of an error, discrepancy or unauthorised Instruction relating to any statement, advice or confirmation by such time:

如果貴公司未按照該時間及時通知本行任何對帳單、通知或確認書中有錯誤、不一致或未授權**指令**，則：



- (a) all debits, credits and other transactions and entries and the balance of the Account recorded in such statement or confirmation are true and correct and will be conclusive without further proof as against you;

所有該對帳單或確認書上所顯示的該帳戶扣款、貸記、及其他交易和分錄和帳戶餘額是真實且正確的，並且是最終的而無須向貴公司提供進一步證據；

- (b) you waive any rights to raise objections or pursue any remedies against us in respect of such statement or confirmation; and

對於該對帳單或確認書貴公司放棄提出異議或向本行進行索賠的權利；且

- (c) Clause 6.3 (Exclusion of liability) applies.

適用第 6.3 條（免責）。

- 4.3.4 All records maintained by us relating to any details pursuant to or in connection with any Account or Product will be deemed conclusive evidence of our provision of that Account or Product to you in accordance with such records. Unless there is a manifest error in our records, a statement or confirmation from us is taken to be conclusive evidence of their content and binding on you.

本行保存的與帳戶或產品對應的或相關的一切記錄將被視作具有最終效力的證據，證明本行依該等記錄內容為貴公司提供該帳戶或產品。除本行記錄有明顯錯誤以外，本行出具的對帳單或確認書被視為證明其內容之終局證據，並對貴公司具有拘束力。

- 4.3.5 Despite the above, we may at any time, without giving you any notice (unless that notice is required by any applicable Law or Local Practice), rectify or correct any error in any confirmation or statement reverse entries made in error.

儘管有上述條款，本行可以在任何時候修正或糾正任何對帳單上的任何錯誤記載的分錄而無須給貴公司任何通知（除非該通知為適用法律或當地慣例所要求）。

- 4.3.6 We may demand refund of and debit any Account for any overpayment arising from any errors, discrepancies or unauthorised Instructions.

本行可以要求貴公司返還並自貴公司的任何帳戶扣款以取回因任何錯誤、不一致或未授權指令而產生的超額付款。

5. FEES AND TAXES

費用和稅收

5.1 Fees

費用

- 5.1.1 We may set fees, commissions and charges payable in connection with the Accounts and Products.

本行可以收取與帳戶和產品有關的應付的費用、佣金或手續費。

- 5.1.2 We may vary the fees, commissions and charges at any time by notifying you in a way that follows applicable Local Practice.

本行可以在任何時候以符合適用的當地慣例的方法通知貴公司變更費用、佣金和手續費。

- 5.1.3 You acknowledge that paid fees, commissions and charges are non-refundable.



貴公司確認已付的費用、佣金和手續費是不可退回的。

5.2 Commissions

佣金

We may pay or receive and retain all normal banking charges, custody charges, commissions, rebates and fees paid to us by any other parties in connection with the provision, operation or use of any Account or Product.

本行可以支付或收取和扣除任何其他方支付給本行的與**帳戶**和**產品**的提供、營運和使用相關的所有正常銀行手續費、保管費、佣金、折扣和費用。

5.3 Costs and expenses

成本及費用

All costs and expenses for the use of or access to any Account, Product or any Electronic Platform, in particular, the access and use of any telecommunications or communications networks, shall be yours and paid by you. 所有為使用或進入任何**帳戶**、**產品**或任何**電子平台**的、特別是進入和使用任何通訊或通信網路的成本和費用，應是貴公司的成本和費用並由貴公司支付。

5.4 Taxes

稅務

5.4.1 You will pay all Taxes applicable to you and payable in connection with any Account or Product.

貴公司將支付所有與**帳戶**和**產品**相關的適用於貴公司且應由貴公司支付的**稅務**。

5.4.2 Any payments to be made to us under the Agreement will be without any restriction, condition, set-off or counterclaim and free of any deduction or withholding for or on account of Tax, unless that deduction or withholding is required by Law.

合約項下支付給本行的任何付款沒有任何限制、條件、抵銷或反請求，且不會被代扣或扣繳**稅務**，除非該代扣和扣繳是**法律**所要求的。

5.4.3 If you need by Law to make a deduction or withholding for or on account of Tax, the sum payable by you to us (in respect of which that deduction is required to be made) will be increased to the extent needed to make sure we receive a sum net of any deduction or withholding equal to the sum which we would have received had no such deduction been made or needed. You must make that deduction and any payment required in connection with deduction within the time allowed and in the minimum amount required by Law.

如果按照**法律**貴公司需要代扣或扣繳**稅務**，貴公司支付給本行的應付款總額（該筆應付款被要求進行代扣）將增加到足夠保證本行收到的款項在被代扣或扣繳後剩餘的金額與如未進行該代扣而本行本能獲得的金額相等。貴公司必須按照**法律**允許的時限和要求的最低代扣金額按時進行代扣和與代扣有關的任何付款。

5.5 Foreign Account Tax Compliance Act

外國帳戶稅收遵從法

5.5.1 If we determine that we are required to make a deduction or withholding for or on account of tax imposed under Sections 1471 and 1472 of the United States Internal Revenue Code of 1986 (or the United States Treasury Regulations or other guidance issued under it, any associated intergovernmental agreement, any similar or associated non-US Law or any agreement that we enter into with an Authority pursuant to any of the foregoing) (the "**FATCA Withholding Tax**") as a result of your status under US tax laws and regulations, you authorise us to make such deduction or withholding in respect of any sum payable by us to you that is subject to the FATCA Withholding Tax, so that any payment to you will be made net of such deduction or withholding, and to pay any such deduction or withholding as may be



necessary to the United States Internal Revenue Service ("IRS"), another Authority or any other person on behalf thereof.

如果因貴公司在美國稅收法律法規下的地位，本行決定需要根據《1986年國內稅收法案》第1471章和1472章（或美國財政條例或其項下的其他指導意見，任何相關的政府間協定、任何類似或相關的非美國法律、或本行根據任何前述要求與**主管機關**簽署的任何合約）（“**FATCA 代扣代繳稅制度**”）而進行代扣或代繳稅款的，貴公司授權本行對於任何受**FATCA 代扣代繳稅制度**管轄的、應由本行向貴公司支付的任何款項進行該等代扣或代繳，因此向貴公司支付的任何款項將扣除該等代扣或代繳稅款，且如有需要，將該等代扣或代繳稅款支付給美國國家稅務局（“**美國國稅局**”）、其他**主管機關**、或代表其的其他人士。

- 5.5.2 You agree that we may gather, store, use, process, disclose and report to the IRS, any Authority or any other person such information (including any information relating to any Account, any Product and any Instruction or dealing with you and the personal data of any person who is a direct or indirect beneficial owner, beneficiary or controlling person of you) necessary or helpful for us to comply, as a result of your US tax status or the status of any beneficial owner of you, with any obligation that we have or may become subject to in the future, whether in accordance with the provisions of any Law, or assumed by us pursuant to an agreement with the IRS or another Authority, to provide information or documentation, or necessary or helpful for us to avoid or minimize the application of the FATCA Withholding Tax on payments that we may receive or that we may make to you.

貴公司同意本行收集、儲存、使用、處理、向**美國國稅局**、任何**主管機關**、或任何其他人士揭露或彙報包括與任何**帳戶**、任何**產品**及與貴公司的任何**指令**或往來、或貴公司直接或間接的實益所有人、受益人或控制人的個人資料有關的資訊；該等資訊對於就本行遵守因貴公司、或貴公司的任何實益所有人在美國稅收法律法規下的地位，致使本行現在或將來可能根據任何**法律**的條款，或本行與**美國國稅局**或其他**主管機關**達成的合約，負有提供資訊或文件的義務而言，或就本行從貴公司收到的、或向貴公司支付的款項避免適用、或最低適用**FATCA 代扣代繳稅制度**而言是必需的，或有幫助的。

- 5.5.3 You agree to provide us, within 90 days of our request, with:

貴公司同意在本行要求之日起的 90 天內提供：

- (a) any documentation or information relating to your identity and tax status and that of any person who is a direct or indirect beneficial owner, beneficiary or controlling person of you (including IRS Forms W-9, W-8BEN and W-8IMY);

與貴公司、貴公司直接或間接的實益所有人、受益人或控制人的身份及稅收地位有關的任何文件或資訊（包括**美國國稅局**表格 W-9、W-8BEN 及 W-8IMY）；

- (b) any documentation or information relating to the direct or indirect ownership or holding of any Account or Product; and

與直接或間接擁有或持有任何**帳戶**或**產品**有關的任何文件或資訊；及

- (c) such written consents and waivers of applicable data protection legislation or other Laws in a form provided or approved by us from your direct and indirect beneficial owners for the purpose of permitting us to take the actions set forth in Clause 5.5.2 above.

為本行按照上述 5.5.2 條行事之目的，由貴公司直接或間接的實益所有人按照本行提供的、或本行批准的格式簽署對於適用的資料保護法律或其他**法律**的書面同意與豁免。

- 5.5.4 You agree to inform us within 30 days if any of the foregoing information (including information contained in the documentation and forms described above) changes or is inaccurate, and to provide us with updated documentation, forms and information.



貴公司同意在上述任何資訊（包括在上述提及的文件及表格中包含的資訊）發生變化或不再準確之日起的 30 日內通知本行，並向本行提供更新後的文件、表格及資訊。

- 5.5.5 If you fail to provide us with the information, documentation, forms, consents or waivers as described in Clauses 5.5.3 and 5.5.4 in a timely and accurate fashion, we shall be entitled to reach whatever conclusions we consider to be appropriate as to the status of any Account or Product.

如果貴公司未能及時、準確地提供在 5.5.3 條和 5.5.4 條中提及的資訊、文件、表格、許可或豁免，本行有權對任何**帳戶**或**產品**的狀態得出本行認為恰當的結論。

5.6 Debiting

扣款

- 5.6.1 Without prejudice to any other right which we have under the Agreement or otherwise, we may, without prior notice, immediately debit from any Account:

在不影響本行根據**合約**或其他文件而享有的其他權利的情況下，本行可以不經事前通知而立即從**帳戶**扣除下列款項：

- (a) any amount (including, any fees, commissions or charges) due and payable by you to us or any other member of the BNP Paribas Group in respect of any Account or Product; and

貴公司因任何**帳戶**或**產品**而應付給本行或**法國巴黎銀行集團**任何其他成員的任何到期款項（包括任何費用、佣金和手續費）；以及

- (b) any and all charges and expenses in connection with a termination, suspension or closure of any Account or Product under Clause 7 (Termination).

任何及所有與第 7 條（終止）項下終止、暫停或關閉任何**帳戶**或**產品**有關的手續費和費用。

6. INDEMNITY AND EXCLUSION OF LIABILITY

賠償及責任排除

6.1 Indemnity

賠償

- 6.1.1 You irrevocably and unconditionally agree to indemnify and keep indemnified each member of the BNP Paribas Group and each of their Officers (together, the "**Indemnified Persons**") immediately on demand against all actions, proceedings, claims, demands, liabilities, damages, Loss, costs (including all legal costs on a full indemnity basis), fees, expenses and Taxes which each Indemnified Person may, directly or indirectly, suffer or incur in connection with:

對於**法國巴黎銀行集團**的每一位成員及其每一位**職員**（統稱“**受賠償人**”）可能直接或間接地遭受或招致的與下列事項相關聯的所有行動、訴訟、索賠、要求、責任、損壞、**損失**、成本（包括在完全賠償基礎上所有的法律支出）、費用、支出和**稅務**，貴公司不可撤銷並無條件的同意在要求時立即賠償**受賠償人**並使**受賠償人**獲得賠償：

- (a) us or any Third Party Provider providing any Account or Product to you;

本行或**第三方提供者**向貴公司提供任何**帳戶**或**產品**；

- (b) use of any Account or Product by you or any of your Users;

貴公司或其任何**使用者**使用任何**帳戶**或**產品**；



- (c) us relying, acting or declining to act on any Instruction (or purported Instruction) from an Authorised Person or any person we reasonably believe is an Authorised Person, including any reliance by us in good faith on any Instructions or other communication by telephone, facsimile, email or other electronic means (including on, through or via any Electronic Platform) or any Instructions given by the use of your rubber stamp or seal;
- 本行信賴、執行或拒絕執行任何**指令**（或聲稱的**指令**），而該指令來自於一名**被授權人**或我們有合理理由相信其為一名**被授權人**的任何人，包括本行善意的信賴於任何**指令**或信賴其他通過電話、傳真、電子郵件或其他電子方法（包括在任何**電子平台**上、或透過或經由任何**電子平台**）的通信，或信賴通過使用貴公司之橡皮圖章或印鑑發出的任何**指令**；
- (d) the use or misuse of any Account or Product by you or any of your Users, the unauthorised sale, transfer or sharing of any Operational Materials by you to any third party, or the disclosure or publication by you of any material (including on the Internet) which infringes the rights of any third party;
- 貴公司或其任何**使用者**使用或誤用任何**帳戶**或**產品**，貴公司向任何第三人進行非經授權的銷售、轉讓或分享任何**操作文件**，或者貴公司揭露或發行（包括在網路上）任何侵犯第三人權利的文件；
- (e) the exercise or enforcement of any of our rights or the taking of any action against you or any User under or in relation to the Agreement;
- 根據**合約**或與**合約**相關聯的，行使或強制執行本行的任何權利，或採取針對貴公司或任何**使用者**的任何訴訟；
- (f) your or any of your User's failure to perform or observe any of your obligations under the Agreement or any violation of any applicable Law;
- 貴公司或其任何**使用者**未能履行或遵循**合約**下貴公司的任何義務、或違反任何所適用之**法律**；
- (g) your failure to examine each statement or confirmation from us promptly following receipt;
- 貴公司未能在接收後及時核對本行發出的每一份對帳單或確認書；
- (h) any information howsoever provided to us in any form by you or your User, including any information provided to us in the Account Opening Documentation, that is erroneous or inaccurate, and any false or inaccurate statement concerning your eligibility to issue any Instruction or use any Product, as described in the Electronic Platform Schedules;
- 貴公司或其使用者以任何形式提供給本行的任何資訊，包括在**帳戶開立文件**中提供給本行的任何資訊是錯誤的或不準確的，以及依**電子平台附件**之規定，關於貴公司得以下達任何**指令**或使用任何**產品**之適格，有任何錯誤或不正確之聲明；
- (i) any misrepresentation by you or your User, whether under the Agreement or otherwise;
- 貴公司或其**使用者**的任何不實聲明，無論該不實聲明是否基於**合約**；
- (j) any negligent act, negligent omission, fraud or dishonesty committed or perpetrated by you or any of your Authorised Persons, Users or Officers;
- 任何由貴公司或貴公司的任何**被授權人**、**使用者**或**職員**所為或所犯的過失作為、過失不作為、欺騙或不誠實；



- (k) any introduction into or onto any Electronic Platform by you or your User of any Malware or other matter which is malicious, defamatory or technologically harmful;

貴公司或其**使用者**將任何**惡意軟體**或其他具有惡意、誹謗性或科技上有害之其他事項引進或引至任何電子平台上。

- (l) any forfeiture, restraint, freeze, attachment or seizure of any of our funds made or issued pursuant to any Law applicable to or affecting you or in connection with or arising from the Agreement or any Account or Product provided under the Agreement;

根據任何適用於貴公司或影響貴公司的法律做出的、與**本合約**或任何**本合約**下提供的**帳戶**或**產品**相關聯或引致的對本行資金的任何沒收、限制、凍結、查封或扣押；

- (m) any Sanctions or exchange control restrictions which are imposed on you or us from time to time;

不時對貴公司或本行做出的任何**裁罰**或外匯管理限制；

- (n) our compliance with any Law in connection with the Agreement or any Account or Product;

本行遵守與**合約**或任何**帳戶**或**產品**相關聯的**法律**；

your failure to obtain the consent of any relevant individual prior to disclosing their personal data to us or any Third Party Provider, in breach of any applicable Laws including personal data protection and privacy legislation; and

貴公司未能於向本行或第三方提供者揭露任何相關個人之資料前取得其同意，致違反包括個人資料保護和保密立法等適用**法律**；以及

- (o) any claim made against an Indemnified Person by a Client Counterparty, unless incurred directly due to our gross negligence, wilful default or fraud.

任何由**客戶交易對手**針對受賠償人所為之任何請求，除非係因本行之重大過失或故意違約或詐欺所直接招致者不在此限。

6.1.2 The indemnity available to us under this Clause will be in addition to, and not in derogation of, any other protection available to us under the Agreement and any Law.

本行於本條下可獲得之賠償，是對**合約**或任何**法律**下本行擁有的其他任何保護的額外附加，並且不會對這些保護造成減損。

6.2 Currency indemnity

貨幣補償

6.2.1 Each amount due and payable by you to us under the Agreement will be made in the Agreed Currency.

合約下貴公司對本行的每一筆到期應付款應以**同意的貨幣**支付。

6.2.2 If for any reason the amount we receive (converted at the Applicable Rate where applicable) falls short of the amount in the Agreed Currency payable to us, you will, to the extent permitted by applicable Law, immediately pay such additional amount in the Agreed Currency (converted at the Applicable Rate) as may be necessary to compensate us for the shortfall.

如果因為任何原因本行收到的款項（根據**適用的匯率**進行轉換）低於以**同意的貨幣**應支付給本行的數額，貴公司應在適用**法律**允許的範圍內立即將該等額外的款項以**同意的貨幣**（根據**適用的匯率**進行轉換）支付給本行以必要地賠償本行該等差額。



6.3 Exclusion of liability

免責

6.3.1 To the extent permitted by applicable Law, and subject to Clause 6.3.2 below, each Indemnified Person is not liable for any actions, proceedings, claims, demands, liabilities, damages, Loss, costs, fees, expenses or Taxes incurred or suffered by you or any other person, directly or indirectly, in connection with any Account, any Product or the Agreement, including:

在適用法律允許的範圍內並受限於以下第 6.3.2 條，每一位受賠償人不對貴公司或其他任何人直接或間接所招致或遭受的與任何帳戶、任何產品或合約相關聯的任何行動、訴訟、索賠、要求、責任、損壞、損失、成本、費用、支出和稅務承擔責任，包括：

(a) any of the circumstances or events listed in Clause 6.1.1(a) to (p) inclusive;

第 6.1.1(a)至(p)條（含）所列的任何情形或事件；

(b) any inaccuracy, error or omission of any data, information or message as provided by you;

貴公司提供的任何數據、資訊或訊息中存在任何的不準確、錯誤或遺漏；

the transmission, quality or delivery of any data, information or message by you or by us, whether or not caused by the telecommunications network;

貴公司或本行任何資料、資訊或訊息之傳輸、品質或傳遞，無論是否由電信網絡所傳送者；

(c) any Malware, default, defect, deficiency, incompatibility or malfunction in or any breakdown, disruption, delay or failure of, or inability to use or access, any Electronic Platform, any telecommunications, IT Systems or other electronic equipment or system (whether or not owned, operated or maintained by us or for the purpose of, or in connection with, any Account or Product);

在任何電子平台、通訊、資訊系統或其他電子設備或系統（無論是否為本行所擁有、操作或維護，也無論是否為任何帳戶或產品之目的或與其相關聯）中存在任何惡意軟體、執行錯誤、缺陷、故障、不相容或機能障礙、或任何損壞、中斷、延誤或失效、或無法使用或進入；

(d) any distributed denial of service attack or other technologically harmful material that may infect you or any of your Users' IT Systems, computer programs, data or other proprietary material due to use of any Electronic Platform or accessing or downloading any Electronic Materials (whether or not owned, operated or maintained by us or for the purpose of, or in connection with, any Account or Product);

因使用任何電子平台或存取或下載任何電子文件（無論是否為本行所擁有、操作或維護，也無論是否為任何帳戶或產品之目的或與其相關聯）所致之任何分散式阻斷服務攻擊或其他可能影響貴公司或其任何使用者之資訊系統、電腦程式、資料或其他專屬資料等之科技上有害內容；

(e) the security, confidentiality, accuracy and reliability of all documents, emails, Instructions and any information (whether submitted by you or otherwise) transferred through or using any Electronic Platform or in connection with any Account or Product, and the consequences of acts committed based on those documents, emails, Instructions and that information;

透過或使用任何電子平台、或有關任何帳戶或產品而傳輸之一切文件、電子郵件、指令及任何資訊（無論是否由貴公司所傳送）之安全、機密、正確及可信賴性，以及基於該等文件、電子郵件、指令或該項資訊所採取行為之結果；



- (f) any error in a confirmation or statement which you fail to notify to us by the deadline stated in Clause 4.3 (Errors and discrepancies);
貴公司未能在第 4.3 條（錯誤及不一致）中規定的截止日期前通知本行確認書或對帳單中的任何錯誤；
- (g) if a Deposit is lost or destroyed in transit, collection or processing;
如果一項存款在轉帳、收款或入帳過程中遺失或毀損；
- (h) any payments against counterfeit, forged or mutilated cheques, drafts and pay orders;
對任何假冒、偽造或殘缺的支票、匯票和支付憑證的支付；
- (i) our acceptance, as collecting banker, of any Non-Cash Deposit drawn to the order of third parties with a payee's or your endorsement;
本行作為收款行接受任何根據第三人指令兌付並具有收款人或貴公司背書的非現金存款；
- (j) your failure to ensure that cheques are properly and clearly drawn, not drawn by any means so as to facilitate unauthorised alteration, fraud or forgery, or kept safely;
貴公司未能確保支票適當且清晰的簽發，或未能確保支票以避免被未經授權的塗改、欺詐或偽造的方式簽發，或未能確保支票得以安全保存；
- (k) any losses as a result of any circumstance outside our reasonable control; and
由於本行合理控制範圍外的任何情形造成的任何損失；以及
- (l) any acts, errors or omissions of any User in connection with the use of any Electronic Platform or any Instructions, or in connection with any Account or Product.
任何與使用者有關任何電子平台之使用或任何指令或與任何帳戶或產品有關之任何行為、錯誤或疏忽。

6.3.2 Except as specified in Clause 14.6 (Exercise of rights and remedies), we are liable to you for your direct loss to the extent it is directly caused by our gross negligence, wilful default or fraud and in circumstances where the Loss is reasonably foreseeable.

除第 14.6 條（權利和救濟的行使）規定外，本行對貴公司由本行的重大過失、故意違約或欺騙所直接造成且為可合理預見的情形下的直接損失承擔責任。

6.3.3 We are not liable for any indirect, incidental, consequential or punitive damages, losses or costs including any economic loss, loss of business, loss of profit, loss of reputation, loss of opportunity or for any claim made on you by any other party, even if advised of the possibility of your incurring such damages, losses or costs.

對任何間接的、偶發的、附帶的或懲罰性的損壞、損失或支出，包括任何經濟損失、商業損失、利潤損失、信譽損失、機會損失或由任何其他方對貴公司提出的索賠，本行不承擔責任，即使本行已經被告知貴公司遭受此等損壞、損失或支出的可能性。

6.3.4 Our maximum liability in respect of any payment made or received is the amount of the payment plus interest.

本行對於做出或接受任何支付所承擔的最大責任為該等付款金額加上利息。



6.4 Our liability limited to specific branch

僅限於特定分行的本行責任

6.4.1 Our obligations under the Agreement in respect of an Account or Product will be satisfied by recourse to only the branch of BNP Paribas or member of the BNP Paribas Group with which that Account is opened or that provides that Product.

本行在本合約下關於一個帳戶或產品的義務，貴公司僅能通過向開立該帳戶或提供該產品的法國巴黎銀行之分行或法國巴黎銀行集團之成員進行追索來實現。

6.4.2 You agree that you will not take any steps to recover or seek recourse in respect of any unsatisfied obligations of a branch of BNP Paribas or a member of the BNP Paribas Group under the Agreement from or against any other branches of BNP Paribas or any other members of the BNP Paribas Group.

對於本合約下任何一個法國巴黎銀行分行或法國巴黎銀行集團成員所未實現之義務，貴公司同意不會對此採取任何行動或針對法國巴黎銀行任何其他分行或法國巴黎銀行集團任何其他成員追討或進行追索。

7. TERMINATION

終止

7.1 Suspension and termination

暫停和終止

7.1.1 We may, at any time:

本行可以在本行決定的不違反任何適用的法律或當地慣例的方式通知貴公司後的任何時間，為下列行為，如與任何電子平台有關者，則應受限於並依據D部分第35條(終止)之規定辦理：

(a) suspend or close an Account; or

暫停或者關閉一個帳戶；或者

(b) suspend, replace, withdraw or terminate all or any part of any Product,

暫停、取代、撤銷或終止全部或者部分任何產品。

by notifying you in a way we determine that does not contravene any applicable Law or Local Practice, and in relation to any Electronic Platform, subject to and in accordance with Clause 35 (*Termination*) of Part D (*Electronic Platform*).

7.1.2 We may, at any time and without prior notice to you, replace or temporarily suspend the access to or use of all or any part of a Product in order to maintain or enhance that Product..

本行可以在任何時候並且無需事先通知貴公司，為了維持或升級產品而取代或臨時暫停進入或使用全部或部分任何產品。

7.1.3 We reserve the right to suspend or close any Account or suspend, withdraw or terminate all or any part of any Product if you breach the Agreement or any term governing the use of that Account or Product.

如果貴公司違反合約或違反適用於帳戶或產品的任何條款，本行保留暫停或關閉任何帳戶或暫停、撤銷或者終止全部或者部分任何產品的權利。

7.2 Consequences of closure

關戶的後果



7.2.1 Upon closure of any Account, we will be released from any further obligations to you in respect of that Account, and may refuse payment of any cheques, drafts or pay orders drawn by you and presented after the date that Account is closed.

關閉任何帳戶後，本行就該帳戶將不再對貴公司承擔任何義務，並且可以拒絕支付在該帳戶關閉後由貴公司簽發的和提示的任何支票、匯票或支付指令。

7.2.2 If at the time an Account is closed, that Account is in credit, we may:

若該帳戶在關閉時仍有結餘，本行可以：

- (a) deposit the balance into any of your other Accounts;
將餘額存入貴公司擁有的其他任何帳戶；
- (b) send to you a cheque for the balance to your last notified mailing address; or
將餘額支票寄至貴公司最近通知本行的通信地址；或
- (c) distribute the balance in another manner agreed between you and us.
將餘額通過貴公司和本行約定的其他方式分配。

7.2.3 Any unused cheques or other instruments in respect of any Account which is closed will become our property and must be returned to us on demand.

與被關閉的帳戶相關的任何未使用的支票或者其他票據即為本行財產，貴公司一經本行要求應立即歸還給本行。

7.3 Outstanding Instructions

未完成的指令

Any closure or suspension of an Account or termination or suspension of a Product will not affect any outstanding Instruction or any right or obligation which you or we have prior to that termination, closure or suspension.

任何關閉或者暫停帳戶或任何終止或者暫停產品不會影響在該終止、關閉或者暫停之前已發出的任何未完成的指令或貴公司或本行所擁有的任何權利或義務。

7.4 Survival of Conditions

存續條款

The following clauses will survive the termination of any Account, any Product or the Agreement: Clause 5 (Fees and Taxes), Clause 6 (Indemnity and Exclusion of Liability), Clause 8 (Set-off and Security), Clause 11 (Confidentiality and Personal Data), Clause 12 (Compliance with Laws), Clause 15 (Governing Law), Clause 28 (IPR and Electronic Platforms) and Clause 31 (Liability with Respect to Electronic Platforms), as well as any paragraph in any Product Schedule or Country Schedule that addresses the same subject matter as any of the foregoing Clauses or that concerns banker's liens or other Security.

下述條款在任何帳戶、任何產品或者合約終止後仍然存續有效：第 5 條（費用和稅收）、第 6 條（賠償和責任排除）、第 8 條（抵銷和擔保）、第 11 條（保密和個人資料）、第 12 條（遵守法律）、第 15 條（準據法）、第 28 條（智慧財產權及電子平台）與第 31 條（關於電子平台之責任），及於任何產品附件或國家附件中陳述與前開條款相同內容的任何段落或者與銀行的留置權或其他擔保相關的任何段落。

8. SET-OFF AND SECURITY

抵銷和擔保



8.1 Set-off

抵銷

8.1.1 We may at any time without prior notice to you, apply and set off:

本行可以在任何時候無需事先通知貴公司而將：

- (a) any obligation (whether or not that obligation arises under the Agreement or is present, future, matured, actual, contingent, primary, several or joint) owed to you by us or any other member of the BNP Paribas Group (including any sums standing to the credit of any of your Accounts),

本行或者任何其他**法國巴黎銀行集團**的成員對貴公司承擔的任何債務（無論該義務是否由**合約**產生或者不論該債務是否是現存的、將來的、到期的、已產生的、或有的、主要的、個別的或連帶的）（包括貴公司任何**帳戶**的任何貸方餘額），

in or towards satisfaction of:

用以清償及抵銷：

- (b) any obligation (whether or not that obligation arises under the Agreement or is present, future, matured, actual, contingent, primary, several or joint) owed by you to us or any other member of the BNP Paribas Group.

貴公司對本行或者任何其他**法國巴黎銀行集團**的成員承擔的債務（無論該義務是否由**合約**產生或者不論該債務是否是現存的、將來的、到期的、已產生的、或有的、主要的、個別的或連帶的）。

8.1.2 We may exercise our right of set-off regardless of the place of payment, booking branch or currency of any of the relevant obligations and notwithstanding that the obligation subject to set-off is not a matured obligation (such as, but not limited to, a Time Deposit).

無論支付地點、記帳分行或者任何相關債務的計價貨幣，本行都可以行使本行的抵銷權利，儘管抵銷的債務不是一項到期的債務（例如但不限於**定期存款**）。

8.1.3 If any obligations subject to set-off are expressed in different currencies, then we may convert those obligations at the Applicable Rate.

如果任何可用以抵銷的債務採用不同貨幣計價，本行可以按照**適用的匯率**進行兌換。

8.1.4 If any obligation subject to set-off is not a matured obligation, the amount subject to set-off may be determined at our discretion and we may (but are not obliged to without prejudice to our rights to effect the set-off under this Clause 8), by notice to you, declare that obligation to be immediately due and payable, upon which that obligation will become immediately due and payable to the extent permitted by applicable Law.

如果任何可用以抵銷的債務是未到期的債務，則可用於抵銷的債務金額應由本行決定，本行可以(但無義務且不影響本行行使在第 8 條項下擁有的抵銷權的情況下)通知貴公司宣佈該等債務應立即到期應付，則在適用的法律允許的範圍內該等債務應立刻到期應付。

8.1.5 If any amount of an obligation owed by us or any other member of the BNP Paribas Group is being set off, then that obligation will be deemed to have been discharged by the relevant member of the BNP Paribas Group for an equivalent amount.

如本行或者任何其他**法國巴黎銀行集團**的成員所承擔的債務被抵銷，則相關的**法國巴黎銀行集團**的成員視為被解除該等數額的債務。



8.2 Combination of Accounts

帳戶合併

We may at any time without prior notice to you, combine, consolidate or merge all or any of your Accounts with, and liabilities to, us or any other member of the BNP Paribas Group and make transfers between such Accounts.

本行可以在任何時候無需事先通知貴公司，組合、聯合或合併貴公司在本行或者任何法國巴黎銀行集團的其他成員開設的全部或者部分的帳戶，並在該帳戶間進行資金轉帳。

8.3 Banker's Lien

銀行的留置權

You grant to us a banker's lien in respect of any Account to secure any and all of your obligations and liabilities to us.

貴公司授予本行與帳戶有關的銀行的留置權，以擔保全部或部分貴公司對本行所負的任何及全部的義務和債務。

8.4 Set-off and lien without prejudice to other rights

不影響其他權利的抵銷和留置

This Clause 8 will be without prejudice and in addition to any right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which any party is at any time otherwise entitled or subject (whether by operation of Law, contract or otherwise).

本第 8 條將不會影響且獨立於任何一方在任何時候依法或依約享有的抵銷權、補償、帳戶合併、留置權、保留權或扣繳稅款或者相似的權利或者要求。

9. COMMUNICATIONS

通信

9.1 Communications to us

與本行的通信

9.1.1 Any notice (other than Instructions given in accordance with Clause 3 (*Instructions*)) given by you to us under these Conditions must be in writing.

在本條件下，貴公司應以書面形式向本行發出任何通知（除了第 3 條（指令）中規定的指令除外）。

9.1.2 A notice given by you to us is taken to have been given at the time it is actually received by us.

貴公司向本行發出的通知將在本行實際收到該通知後視為寄達。

9.2 Communications to you

與貴公司的通信

9.2.1 Any statement, confirmation, notice, demand or other communication may be given by us to you in any manner set forth in Clause 9.2.3 below.

本行向貴公司發出的任何對帳單、確認書、通知、要求或者其他的通信將以下述第 9.2.3 條規定的方式發出。

9.2.2 We may assume and treat the address, facsimile number, email address or other particulars last notified to us, whether by you or your Authorised Persons, as correct, effective and binding on you.



BNP PARIBAS

本行可以假設且認為無論係由貴公司或其被授權人最近所提供的地址、傳真號碼、電子郵件地址或者其他詳細項目為正確、有效和對貴公司有約束力的。

9.2.3 Unless otherwise provided in these Conditions, any statement, confirmation, notice, demand or other communication given by us to you is effective:

除非本條件中另有規定，任何對帳單、確認書、通知、要求或者其他由本行向貴公司發出的通信根據下列情形而有效：

- (a) if sent by fax, at the time shown on the transmission report as being successfully sent;
如果以傳真發送，當發送報告顯示已經成功發送的時候；
- (b) if delivered personally, at the time of delivery;
如果由專人遞交，當交付的時候；
- (c) if sent by post to a domestic address, two (2) Business Days after posting;
如果郵寄至國內地址，郵寄後的兩(2)個營業日；
- (d) if sent by post to an international address, five (5) Business Days after posting;
如果郵寄至國際地址，郵寄後的五(5)個營業日；
- (e) if sent by email, at the time of dispatch;
如果以電子郵件發送，發送的時候；
- (f) if published in daily newspapers, posted at any of our branches or on our website, at the time of publication or posting; and
如果刊登在日報、公佈在我們任何的分行或者在本行的網站上的，當刊登或者公佈的時候；及
- (g) Any notice or communication sent by us to any Authorised Person shall also be deemed to have been sent to you, unless otherwise agreed between the parties.
除當事人間另有約定者外，本行向任何被授權人寄送之任何通知或通信亦應被視為已向貴公司寄送。

10. ASSIGNMENT AND TRANSFER

轉讓和轉移

10.1 By us

由本行

10.1.1 We may assign, novate, transfer or otherwise deal with all or any of our rights and obligations under the Agreement without prior notice and consent.

本行可以轉讓、替換、轉移或者處置在合約下本行的一切或任何權利和義務而無需事前通知及獲得同意。

10.1.2 We may delegate the provision of any Electronic Platform or the performance of any obligation or function therein, and we reserve the right to use any agents on such terms as we may think fit.

本行得將任何電子平台之提供或其中任何義務或功能之履行委外辦理，本行並保留依本行認屬適當之條件使用任何代理人之權利。



10.1.3 You agree not to claim against any person to whom our rights and obligations are assigned, novated or transferred (or any other person who has an interest in the Agreement) any right of set-off or other rights you have against us.

貴公司同意不向任何接受本行權利和義務轉讓、替換或者轉移的人（或者對合約存在利益的其他人）主張任何貴公司可對本行主張的抵銷權或其他權利。

10.1.4 You agree to sign and give us or any other person any document we require to give effect to such assignment, novation or transfer.

貴公司同意簽署且向本行或任何其他人提供本行為使該類轉讓、替換或轉移生效而要求的任何文件。

10.2 By you

由貴公司

You may not assign, novate, transfer or create any security over any of your rights or obligations under the Agreement without our prior written consent.

未經本行事先書面同意，貴公司不應轉讓、替換、轉移合約下貴公司的任何權利或者義務或者在其上設立任何擔保。

10.3 Agreement and Account incapable of having a Security granted in respect of it

不能設立擔保的合約和帳戶

You agree that the Agreement, any Account and any Product are incapable of being voluntarily or involuntarily pledged or having a Security (other than a Security granted pursuant to these Conditions or solely in our favour) granted in respect of it without our prior written consent.

貴公司同意，未經本行事先書面同意，就合約、任何帳戶及任何產品而言，其不能被自願或者非自願地質押或者設立擔保（根據本條件或者僅為本行利益設立的擔保除外）。

11. CONFIDENTIALITY AND PERSONAL DATA

保密和個人資料

11.1 Duty of confidentiality

保密義務

You and we will each treat as confidential any information learned about the other in the course of our relationship, including but not limited to: (i) any information regarding you and your Authorised Persons, any Account, any Product or any Instruction or dealing with you and your Authorised Persons; (ii) any information you provide to us; (iii) the Agreement; and (iv) any contract or document between you and us (such information being "**Confidential Information**"). Except in accordance with Clause 11.2 (Consent to disclose), you and we will not disclose that information to any third party without the written consent of the other.

貴公司和本行將在我們雙方關係存續期間瞭解到的對方的資訊視為機密，包括但不限於(i)任何關於櫃公司及其被授權人、任何帳戶、任何產品或與貴公司或其被授權人間之任何指令或交易等之資訊；(ii)任何貴公司向本行提供之資訊；(iii)合約；及(iv)貴公司與本行間之任何契約或文件（此等資訊以下合稱為「機密資訊」）。除第 11.2 條（同意揭露）另有規定外，未經他方書面同意，貴公司及本行皆不會向任何第三方揭露該等資訊。

Notwithstanding Clause 7.4 (*Survival of Conditions*), this Clause 11.1 shall survive any termination of these Conditions. Nothing in these Conditions shall be deemed to limit the effect of applicable Laws protecting Confidential Information after the expiration of such period.

縱有第 7.4 條（存續條款）之規定，本第 11.1 條於本條件終止後，仍應存續。在條款期間屆滿後，不得以該等條款中之任何規定視為限制了所適用保護機密資訊法律之效力。



11.2 **Consent to disclose**

同意揭露

11.2.1 We and each of our Officers and Third Party Providers are authorised, at any time and without further prior notice or consent, to disclose Confidential Information to:

本行和本行的每位**職員**及**第三方提供者**被授權在任何時候且在無需更進一步的事先通知貴公司，即可將機密資訊揭露予：

any of our Officers, external auditors, insurers and reinsurers;

本行的任何**職員**，外部稽核人員、保險人及再保險人；

(a) any other member of the BNP Paribas Group and their Officers;

法國巴黎銀行集團的任何其他成員及其**職員**；

(b) any of your Affiliates and their Officers;

貴公司的**關聯公司**及其**職員**；

(c) any Third Party Provider or any other person acting on our behalf;

任何**第三方提供者**或代表本行的任何其他人士；

(d) any Authority;

任何**主管機關**；

(e) any person in connection with our exercising rights or dealing with rights or obligations in connection with the Agreement or any contract, document, Instruction, or dealing between you and us (including any actual or potential participants or sub-participants in, assignee, novatee or transferee of, any of our rights or obligations);

與本行行使權利或處理與**合約**或任何貴我間之合約、文件、**指令**等相關的權利或義務有關的任何人士（包括與本行權利或義務有關之任何實際的或潛在的參與人或次參與人、受讓人、替換人或承讓人）

(f) any person when required to do so in accordance with any court proceeding, court order or applicable Law;

根據任何法院程序、法院命令或所適用之**法律**被要求向其進行揭露的任何人士；

(g) any person to whom you expressly or impliedly consent (including your Authorised Person(s));

貴公司明示或者暗示同意揭露的任何人士（包括貴公司之被授權人）；

(h) any person under a duty of confidentiality to us; or

對本行負有保密義務的任何人士；或者

(i) any person when we consider in good faith that disclosure is necessary for any purpose whatsoever in connection with the Agreement.

本行善意認為向其揭露是為**合約**之任何目的所必需的任何人士。

11.2.2 You may only disclose Confidential Information:

貴公司僅得將**機密資訊**揭露予：



- (a) to your Authorised Persons and only to the extent they need that information to enable you to access and use any Account or Product; and

貴公司之**被授權人**，並僅得於其需要該項資訊以使貴公司得以進入並使用任何**帳戶**或**產品**之限度內；及

- (b) to any person as required by applicable Law, provided that if permitted by applicable Law, you must notify us beforehand to allow us to exercise any recourse or action we may have to protect our rights accordingly, and

依適用之**法律**所規定之任何人，惟，若所適用之**法律**許可，貴公司應事前通知本行，以使本行得以相對應地採取本行可能享有之任何追索權或行動，以保護本行之權利，且

you shall be solely responsible for ensuring that each of your Users who receives that information keeps that information fully confidential and secure.

貴公司應單方面負起全責，確保貴公司接獲該項資訊之每一**使用者**皆會維護該項資訊之完全機密與安全。

- 11.2.3 You authorise us to conduct credit inquiries on you to obtain any reference or other information required by us to verify the information provided. For this purpose, we may make disclosure of such information concerning you to any consumer creditor grantors, credit bureaux, credit reference agency or financial institutions as we, in our discretion, consider to be relevant.

貴公司授權本行對貴公司進行信用調查以取得本行為核實貴公司所提供的資訊而需要的任何參考資料或者其他資訊。基於此目的，本行可以自主決定向本行根據自行判斷而認定的任何消費者信用授予人、信用機構、信用查詢機構或者金融機構揭露貴公司的相關資訊。

- 11.2.4 You authorise us to disclose to any person that you are a user of any Accounts or Products for marketing, reference or other purposes. We may publicise such fact by any means or media. For this purpose, we may make disclosure of such information concerning you as we, in our discretion, consider to be relevant.

貴公司授權本行基於行銷、推薦或者其他目的而向任何人揭露貴公司是任何**帳戶**或者**產品**的使用者。本行可以通過任何方式或者媒體宣傳該事實。基於此目的，本行可以基於自行判斷揭露本行認為相關的貴公司的資訊。

- 11.2.5 Subject to any applicable Law or Local Practice, we may retain your information for any time period as we deem necessary or desirable (regardless of whether any Account, any Product or the Agreement has been terminated).

受限於任何適用**法律**或**當地慣例**，本行可以在本行認為必要或所需的任何一段時期保留貴公司的資訊（無論任何**帳戶**、**產品**或者**合約**是否已被終止）。

11.3 Information relating to employees and other individuals

關於僱員和其他個人的資料

- 11.3.1 We may collect personal data concerning you, your Officers, your UBOs, your Authorised Persons, your Users and other individuals in the ordinary course of our relationship with you. Failure to supply any of the personal data may result in our being unable to open or maintain an Account or provide a Product to you, discuss any other opportunities with you or deal with other matters.

在本行和貴公司的日常關係中，本行可以收集關於貴公司、貴公司**職員**、貴公司**最終實益所有人**、貴公司之**被授權人**、貴公司之**使用者**和其他個人的個人資料。貴公司未能提供任何個人資料可能會導致本行不能為貴公司開立或保有**帳戶**或提供**產品**、與貴公司討論任何其他機會或處理其他事情。



11.3.2 All personal data concerning you, your Officers, your UBOs, your Authorised Persons, your Users and other individuals (whether provided by you or any other person, and whether provided before or after the date you receive the Agreement) may be disclosed to and used by any of the persons listed in Clause 11.2 (*Consent to disclose*).

關於貴公司、貴公司**職員**、貴公司**最終實益所有人**、貴公司之**被授權人**、貴公司之**使用者**和其他個人的全部個人資料（無論是由貴公司或者任何其他人所提供的，且不論在貴公司收到合約之前或者之後提供的）都可以向第 11.2 條（同意**揭露**）所列的任何人員揭露或者被第 11.2 條所列的任何人員使用。

11.3.3 The purposes for which personal data may be used are:

個人資料可能為以下目的所使用：

- (a) in connection with the opening or operation of any Account;
與開立或者經營任何**帳戶**相關；
- (b) in connection with the provision of any Product or any other services;
與提供任何**產品**或者任何其他服務相關；
- (c) in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against you, your Officers, your UBOs, your Authorised Persons or your Users) any such personal data with other data in our possession;
與無論基於何種目的（無論是否基於對貴公司、貴公司**職員**、貴公司**最終實益所有人**、貴公司之**被授權人**或貴公司之**使用者**採取任何不利行動的目的）而將該個人資料與本行擁有的其他資料進行匹配相關；
- (d) in connection with the provision of banker's references about you, your Officers, your Users or your UBOs to other financial institutions or other parties;
與向其他金融機構或者其他方提供關於貴公司、貴公司**職員**、貴公司之**使用者**或者貴公司**最終實益所有人**的銀行參考資料相關；
- (e) in connection with conducting checks with any credit reference agency or other persons;
與任何信用查詢機構或者其他個人進行核查相關；
- (f) ensuring your, your Officers', your Users' and your UBOs' ongoing creditworthiness;
確保貴公司、貴公司**職員**、貴公司之**使用者**及貴公司**最終實益所有人**持續的良好信譽；
- (g) determining the amount of your, your Officers', your Users' and your UBOs' indebtedness;
決定貴公司、貴公司**職員**、貴公司之**使用者**及貴公司**最終實益所有人**債務；
- (h) collection of amounts outstanding from you or your Officers, your Users or your UBOs;
從貴公司或貴公司**職員**、貴公司之**使用者**或者貴公司**最終實益所有人**處收回未清償餘額；
- (i) considering, promoting, improving and furthering the provision of financial or other services or products to you or your Officers, your UBOs or your Users;
考慮、提升、提高和促進向貴公司或者貴公司**職員**、貴公司**最終實益所有人**或貴公司之**使用者**提供的金融或者其他服務或產品；



- (j) detecting or preventing money laundering, terrorist financing and other criminal activities and any purpose relating to or in connection with compliance with any AML Laws and Policies;
偵測或者防止洗錢、資助恐怖主義和其他的犯罪行為和任何與遵守任何洗錢防制法律和政策有關或與之相關的目的；
- (k) enabling an actual or proposed transferee of us, or participant or sub-participant of our rights in respect of you to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation; or
使本行實際的或者預期的受讓人或者就本行享有的對貴公司的權利的參與者或者次參與者能夠評價擬進行的轉讓、轉移、參與或者次參與交易；或者
- (l) any other purpose relating to or in connection with our business or dealings (including for risk management and administrative purposes).
任何與本行業務或交易關聯或者相關的其他目的（包括基於風險管理及行政之目的）。

11.3.4 You, your Officers, your UBOs, your Authorised Persons, your Users and other individuals have the right to have access to and correction of your or their personal data. In general, and subject to certain exemptions, you and they are entitled to:

貴公司，貴公司職員、貴公司最終實益所有人、貴公司之被授權人、貴公司之使用者及其他個人可以查詢和改正貴公司或者他們的個人資料。一般情況下，除了個別例外，貴公司和他們有權：

- (a) enquire whether we hold your or their personal data;
詢問本行是否擁有貴公司或者他們的個人資料；
- (b) request access to your or their personal data within a reasonable time, at a fee which is not excessive, in a reasonable manner and in a form that is intelligible;
要求在一個合理的期限內通過一個合理的方式、清楚的形式並在支付不過度的費用後查詢貴公司或者他們的個人資料；
- (c) request the correction of your or their personal data; and
要求改正貴公司或者他們的個人資料；及
- (d) be given reasons if a request for access or correction is refused, and object to any such refusal.
被告知查詢或者改正的要求被拒絕的原因及對該拒絕提出異議。

11.3.5 Before you disclose personal data relating to your Officers, your UBOs, your Authorised Persons, your Users or other individuals to us, you must:

在貴公司向本行揭露貴公司職員、貴公司最終實益所有人、貴公司之被授權人、貴公司之使用者或其他個人的個人資料前，貴公司應：

- (a) ensure that those individuals are aware of the matters set out in this Clause 11 and that they may have legal rights of access to and correction of information held about them by us; and
確保這些個人知悉第 11 條所規定之事項及他們有法定權利查詢或者改正由本行擁有的關於他們的資料；及
- (b) if consent to disclose the personal information of an individual is required by Law, ensure that the consent of that individual is obtained.



若法律要求揭露個人資料需要經過該個人的同意，確保已經取得該個人的同意。

11.4 Transfer of information to different jurisdiction

資料轉移至不同的司法管轄區

We may transfer any of the information described in this Clause 11 to any party to whom we are authorised to disclose even though such information may be stored, processed or used in jurisdictions which do not offer the same level of protection of confidential or personal information as is enjoyed in the jurisdiction applicable to you.

本行可以將本第 11 條中所述資料轉移給任何本行被授權可向其揭露的其他人，即使該類資料可能在不同的司法管轄區被儲存、處理或者使用，而該等司法管轄區對保密資料或者個人資料的保護水平不同於貴公司所在的司法管轄區所能提供的保護水平。

11.5 Waiver of applicable non-disclosure obligations

所適用不揭露義務之豁免

To the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other law imposes non-disclosure requirements on transaction and similar information required or permitted to be disclosed as contemplated herein, but permits a party to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent of that party for the purposes of such law.

於所適用之不揭露、保密、銀行秘密、資料隱私或其他法律就此處規定應予揭露或得予揭露之交易及類似資訊，要求不予揭露，但允許以一方當事人之同意豁免此項要求之限度內，本條件內之同意及承認就該等法律之目的而言，即為該一方當事人之同意。

12. COMPLIANCE WITH LAWS

遵守法律

12.1 Exercise of rights in accordance with all applicable Laws

依據適用法律行使權利

You agree to exercise your rights and perform your obligations under the Agreement in accordance with all applicable Laws (including, where applicable, compliance with suitability and appropriateness requirements, the preparation or filing of any relevant reports to the relevant authorities, and the maintenance of adequate records in relation to any Account or Product).

貴公司同意依據適用法律行使貴公司在合約項下的權利，履行貴公司在合約項下的義務（如有適用者，包括遵守適合度及妥當性之要求，編製任何相關報告或向有關機關申報任何相關報告，並就任何帳戶或產品維護適當之紀錄）。

12.2 Compliance with AML Laws and Policies

遵守洗錢防制法律和政策

12.2.1 You will not directly or indirectly, use any Account or Product or the proceeds thereof, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person (i) to fund any activities or business of or with any person, or in any country or territory, that, at the time of such funding, is, a Sanctioned Person or a Sanctioned Country, or (ii) in any other manner that would result in a violation of Sanctions by any person.

貴公司將不直接或間接利用任何帳戶或產品或其收益，或借貸、貢獻或以其他方式將該收益提供與任何子公司合資合夥人或其他人(i) 尋求與任何人或國家或領土其活動或業務，於提供資金時其為一受制裁之人或國家，或 (ii) 以任何其他方式可能導致其他人違反制裁。



12.2.2 To comply with any Laws or policies by us or any Authority relating to anti-money laundering, counter-terrorism, anti-corruption, anti-bribery, anti-fraud, tax evasion, Sanctions, embargoes or reporting requirements under financial transactions legislation (including the USA PATRIOT Act and any equivalent or similar law) (together, the "**AML Laws and Policies**"), the BNP Paribas Group may be:

為遵守**法律**及本行或者任何**主管機關**的政策，其與洗錢防制、反恐怖主義活動、反腐敗、反賄賂、反欺詐、逃漏稅、制裁、禁運或金融交易立法下的報告要求相關（包括**美國愛國者法案**以及任何相等或相似的法律）（統稱為“**洗錢防制法律和政策**”），**法國巴黎銀行集團**可能：

(a) prohibited from executing Instructions involving certain persons or entities; or
被禁止執行涉及的特定個人或者實體之**指令**；或

(b) required to report suspicious Instructions to an Authority.
被要求向**主管機關**報告可疑指令。

12.2.3 A member of the BNP Paribas Group may intercept and investigate any payment messages and other information or communications sent to or by you or on your behalf and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information.

法國巴黎銀行集團的成員可以攔截並調查任何一個付款訊息和其他由貴公司或者代表貴公司發送或者接收的訊息或者通信，並可以延遲、限制或者拒絕支付，支付篩選可能導致對特定訊息處理的延期。

12.2.4 If a member of the BNP Paribas Group:

若**法國巴黎銀行集團**的成員：

(a) is served with, notified of or otherwise affected by any order, judgment, act, sanction, decree, writ or other form of judicial or administrative process under any AML Laws and Policies (including orders of attachment or forfeiture, confiscation, garnishment, freezing or restraining orders, warrants or injunctions or levies of any form or stays of whatsoever nature and whether having the force of Law or not) which may in any manner whatsoever, directly or indirectly, affect, relate or be referable to, or appear to affect, relate or be referable to, you, any Account, any Product, any Instruction or dealing with you or any interbank account of a member of the BNP Paribas Group (together, the "**Process**"),

被送達、通知或者受到任何命令、判決、行動、裁罰、法令、令狀或其他形式的**洗錢防制法律和政策**項下的司法或行政程序的影響（包括任何性質的扣押令、沒收令、充公、傳票、凍結或禁止命令，搜查令或禁令或任何形式的扣押或暫緩，不論其是否有法律效力），且前述所有情形可以以任何形式直接或間接影響、關聯到或涉及到或者可能影響、關聯到或涉及到貴公司、任何**帳戶**、任何**產品**、與貴公司的任何**指令**或業務往來，或**法國巴黎銀行集團**成員的任何同業往來帳戶（統稱“**程序**”），

(b) believes that it may be subject to any Process under any AML Laws and Policies; or
確信可能受限於任何**洗錢防制法律和政策**規定的任何**程序**；或者

(c) considers in its opinion that it is necessary to comply with any Process under any AML Laws and Policies,

依其考慮認為為了符合任何**洗錢防制法律和政策**的任何**程序**是必需的，

we may take any action we consider necessary or appropriate in connection with that Process, including freezing funds, preventing the operation of an Account, refusing a request for funds from you, not allowing you to use a Product, not complying with any Instructions, or delaying or cancelling an Instruction.



本行可以採取任何本行認為必要的或者合適的、與該等**程序**有關的行動，包括凍結資金、防止**帳戶**操作、拒絕貴公司提取資金的要求、不允許貴公司使用**產品**、不執行任何**指令**、或者延遲或取消**指令**。

- 12.2.5 A member of the BNP Paribas Group need not notify you of any action it has taken, unless (or until after) it is permitted to do so under the AML Laws and Policies.

除非（或直至事後）**洗錢防制法律和政策**允許，否則**法國巴黎銀行集團**的成員無需就其採取的任何行動通知貴公司。

- 12.2.6 You must provide all information requested by any member of the BNP Paribas Group to allow that member to meet its obligations relating to any AML Laws and Policies. You agree that any member of the BNP Paribas Group may disclose such information to any relevant Authority for these purposes.

貴公司須提供**法國巴黎銀行集團**的任何成員要求的全部資訊，以便於這些成員履行他們關於**洗錢防制法律和政策**的義務。貴公司同意**法國巴黎銀行集團**的任何成員可以為了該等目的向相關**主管機關**揭露該等資訊。

- 12.2.7 No member of the BNP Paribas Group is liable for any loss arising out of any action taken or any delay or failure by us or a member of the BNP Paribas Group, in exercising any of its rights or performing any of its duties or other obligations, caused in whole or in part by any steps taken under this Clause 12 even if any Process under any AML Law and Policies may be subsequently modified, vacated, determined to have been without legal force or binding effect, not referable to you or not required to be complied with.

本行或者**法國巴黎銀行集團**的成員在行使權利或履行職責或義務過程中（而該等權利、職責或義務全部或部分是因採取本第 12 條規定的步驟而引起），由於本行或**法國巴黎銀行集團**的成員的行為或延遲或未能履行造成的任何損失，**法國巴黎銀行集團**的成員對該等損失無需負責即使任何**洗錢防制法律和政策**下的任何**程序**隨後被修改、廢除，被決定沒有法律效力或約束力，不涉及貴公司或不要求貴公司遵守。

- 12.2.8 Any payment initiated in connection with any Account or Product will be made at your sole risk. We will not refund amounts attached, restrained, forfeited, seized or frozen under any Process under any AML Laws and Policies, which may in any manner whatsoever (directly or indirectly) affect, relate or be referable to you, any Account, any Product or any Instruction or dealing with you, unless and until such funds are released back to us or you.

與任何**帳戶**或者**產品**有關的任何支付將由貴公司獨立承擔風險。本行不會對因任何**洗錢防制法律和政策**下的任何**程序**規定而遭到的扣押的、限制的、沒收的、扣留的或凍結的金額進行退款，這些措施可能以任何形式（直接或間接）影響、關聯到或涉及貴公司、任何**帳戶**、任何**產品**或者與貴公司的任何**指令**或者業務往來，除非且直到該金額被解除上述措施後歸還給本行或貴公司。

13. CURRENCY CONVERSION

貨幣兌換

13.1 Foreign Exchange Transactions

外匯交易

- 13.1.1 If any Instruction, fee, commission or charge in respect of an Account or a Product is effected or applied in a currency other than the Agreed Currency, we may carry out a Foreign Exchange Transaction.

若任何與**帳戶**或**產品**相關的**指令**、費用、佣金或收費以**同意的貨幣**之外的貨幣進行或適用，本行可以進行**外匯交易**。



13.1.2 Unless we otherwise agree, if we need to carry out a Foreign Exchange Transaction, we do so at the Applicable Rate. We may deduct our usual costs in connection with any Foreign Exchange Transaction.

除非本行另行同意，若本行需要進行外匯交易，本行將按照適用的匯率進行。本行可以扣除本行進行任何外匯交易而通常產生的相關的費用。

13.2 Change in currencies

貨幣兌換

If the country that issued the currency held in an Account changes its lawful currency so that a new currency is, or more than one currency units are, recognised as the lawful currency of that country, then we may repay you in the new currency or currency unit of that country. The conversion is made at the official rate of exchange recognised for that purpose by the central bank of that country and in the manner designated by us (including any necessary changes to payment mechanics, interest calculations, rounding and such other provisions we consider necessary).

若發行帳戶持有的貨幣的國家改變了其法定貨幣，而新的貨幣或者多種貨幣單位將在該國被認定為法定的貨幣，則本行可以以該國新的貨幣或者貨幣單位來支付款項給貴公司。該兌換將會依據由該國中央銀行為兌換目的而認可的官方匯率，且兌換方式由本行決定（包括對支付機制、利息計算、四捨五入和類似的其他本行認為必要的規定進行任何必要的改變）。

14. GENERAL

一般條款

14.1 Entire Agreement and Binding Effect

合約整體和約束效力

14.1.1 The Agreement comprises the entire agreement between you and us in respect of the Accounts held by us and the Products provided to you, and supersedes all previous agreements between us and you relating to any Accounts or Products. No other communication between you and us or our representatives forms part of the Agreement.

合約構成貴公司和本行雙方之間關於本行持有的帳戶和提供給貴公司的產品之全部合約，並取代貴我雙方先前有關任何帳戶或產品之一切協議。任何貴公司和本行或本行的代理人之間所進行的其他溝通均不構成合約的一部分。

14.1.2 The Agreement will be binding and effective only upon:

合約只在以下情形產生約束效力：

- (a) our actual receipt of the relevant signed Account Opening Documentation and any further material, evidence or other information that we may reasonably require to our satisfaction; and

本行實際收到相關的已簽署的帳戶開立文件和本行合理要求的任何其他資料、證據或其他資訊，且前述文件令本行滿意；以及

- (b) the opening of any Account or the provision of any Product to you.

為貴公司開立任何的帳戶或向給貴公司提供任何產品。

14.2 Inconsistencies

不一致

In the event of any conflict or inconsistency between



如下列任何文件內之條款存在任何衝突或不一致，列於先位文件之條款效力優先於任何列於其列後之文件： the provisions contained in any of the following documents, the terms of the first-listed document shall prevail over any later-listed document:

14.2.1 the Country Schedule;

國家附件；

14.2.2 the Product Schedules (save for the Electronic Platform Schedules);

產品附件（除電子平台附件外）；

14.2.3 the Electronic Platform Schedules;

電子平台附件；

14.2.4 Part D (*Electronic Platform*) of these Conditions;

本條件之D部分（電子平台）；

14.2.5 the Conditions (other than Part D (*Electronic Platform*));

本條件（除D部分以外）；

14.2.6 any translation of the Conditions other than the English version; and

本條件英文版本以外之任何翻譯版本；以及

14.2.7 Part D (*Electronic Platform*) of these Conditions as presented to Users on the relevant Electronic Platform (except to the extent that those inconsistent terms are terms that had been amended in accordance with Clause 33 (*Amendment*), in which case, they will, unless otherwise agreed, prevail over Clause 14.2.4 above.

於相關電子平台上向使用者顯示之本條件之 D 部分（電子平台）（除非該等不一致之條款為依第 33 條（修訂）所修正之條款者外，於此情形，除另有約定者外，這些條款之效力將優先於上述第 14.2.4 條）

14.3 Invalid, illegal or unenforceable provisions

無效、不合法或無法執行之條款

14.3.1 If, at any time, any provision or any part of the Agreement becomes invalid, illegal or unenforceable under any Law, the validity, legality or enforceability of the remaining provisions will not be affected or impaired.

任何時候如果任何條款或合約的任何部分根據任何法律被認定無效、不合法或無法執行，其餘條款之有效性、合法性或可執行性不受影響或損害。

14.3.2 You agree that we may substitute any invalid or unenforceable provision with a valid and enforceable provision, which achieves, to the greatest extent possible, the economic, legal and commercial objectives of the invalid or unenforceable provision.

貴公司同意本行可以用有效的及可執行的條款取代任何無效的或不可執行的條款，以最大可能程度的實現該無效的或不可執行的條款的經濟、法律和商業目標。

14.4 Variation

變更

14.4.1 We may, at any time upon notice to you, vary or supplement any provision of the Agreement, or develop, add to or change the whole or any part of any Account or Product.

在通知貴公司的情況下，本行可以在任何時候變更或補充合約的任何條款，或開發、增加或者改變任何帳戶或產品的全部或部分。



14.4.2 Any variation to any provision of the Agreement is binding on you if you maintain, or continue to accept, the relevant Accounts and Products after the effective date of the variation.

如果貴公司在變更生效日之後維持或繼續接受相關帳戶和產品，任何對合約的條款之變更將對貴公司產生約束效力。

14.5 Force Majeure

不可抗力

14.5.1 To the extent permitted by applicable Laws, we have no responsibility for any liability, damages, loss, costs or Taxes incurred or suffered by you in connection with our inability or delay in receiving or executing any Instructions, or performing any of our obligations under the Agreement due to any circumstances beyond our reasonable control, including:

於所適用之法律許可之限度內，由於任何超出本行合理控制範圍的事由導致本行無力或延遲接受或執行任何指令或履行本行於合約下的任何義務，對任何貴公司由此導致或遭受的責任、損害、損失、支出或稅務，本行不承擔責任。該等事由包括：

- (a) no availability of foreign exchange, exchange control or other government measures or restrictions;
外幣缺乏、外匯管制或其他政府措施或限制；
- (b) adverse market conditions, disruptions in market or exchange, suspension of trading;
不利的市場條件、市場或外匯擾亂、交易中止；
- (c) change in national or international monetary, financial, political or economic conditions;
國內或國際貨幣、財政、政治或經濟狀況的改變；
- (d) change in Law;
法律變更；
- (e) natural disasters;
自然災害；
- (f) any act of war, act of terrorism, riot or civil commotion or blockade;
任何戰爭行為、恐怖主義行為、暴動或內亂、封鎖；
- (g) any breakdown or failure of transmission, communication or IT Systems;
任何傳輸、通信或資訊系統的故障或失效；
- (h) labour disruption, shortage or unavailability of labour or raw materials, postal or other strikes or similar industrial action; or
工人罷工、勞動力或原材料、郵政服務的短缺或缺乏、其他罷工或類似的勞工行動；或者
- (i) the failure of any clearing house or market.
任何清算所或市場的紊亂。

14.5.2 If any circumstances beyond our reasonable control occur, we may take any action we consider appropriate in connection with any Accounts, Products or Electronic Platform, including closing or suspending any Account or suspending, replacing, withdrawing or terminating all or any part of any Product, or any Electronic Platform, in each case, at our



discretion without any liability whatsoever on our part. Any delay or failure of this kind will not be deemed to be a breach of the Agreement by us and the time for performance of the affected obligation by us will be extended by a period, which is reasonable in the circumstances.

如果任何超出本行合理控制範圍的情形發生，本行可以對任何**帳戶**、**產品**或**電子平台**採取任何本行認為適當的行動，包括關閉或暫停任何**帳戶**，或暫停、替換、贖回或終止任何**產品**或任何**電子平台**的部分或全部。本行所採取的任何行動都是基於本行的自行判斷，本行並不就此承擔任何責任。其造成的任何延遲或失敗都不被認定為本行違反**合約**，並且本行履行受影響的義務的期限將根據情形做出合理的延長。

14.6 Exercise of rights and remedies

權利的行使和救濟

14.6.1 We may exercise a right or remedy or give or refuse our consent in any way we consider appropriate, including by imposing conditions.

本行可以通過本行認為適當的任何方式，包括附加條件，行使權利或救濟、給予或拒絕給予本行的許可。

14.6.2 We are not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence.

對本行因為行使、試圖行使、未能行使、或延遲行使權利或救濟而造成的任何損失，本行不承擔責任，無論該損失是否由於本行的過失造成。

14.6.3 Our rights and remedies:

本行的權利和救濟：

(a) are in addition to other rights and remedies we have independently by Law outside the Agreement; and

是對於**合約**之外**法律**所獨立賦予的其他權利和救濟的補充；並且

(b) may be exercised even if this involves a conflict of duty or we have a personal interest in their exercise.

即使與職責相衝突或本行對於其行使具有個人利益，依然可以行使。

14.6.4 A failure to exercise or delay in exercising a right or remedy provided by the Agreement or by Law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies.

未能行使或延遲行使**合約**或**法律**給予的權利或救濟不會損害該權利或救濟或構成對其的放棄，也不會構成對其他權利或救濟的損害或放棄。

14.7 Rights of Third Parties

第三方權利

Unless the relevant Country Schedule states otherwise, and subject to Clause 15 (Governing Law), any person (other than a member of the BNP Paribas Group or their Officer or Third Party Provider) who is not a party to the Agreement will have no rights to enforce any provision of the Agreement. The consent of any person who is not a party to the Agreement is therefore not needed to amend the Agreement.

除非相關的**國家附件**有相反陳述並且受限於第 15 條（**準據法**），任何非**合約**當事人（除**法國巴黎銀行集團**成員或其**職員**或**第三方提供者**外）無權執行**合約**的任何條款。對**合約**作出修訂不需要任何非**合約**當事人的同意。



14.8 Consent to telephone recording

對電話記錄的同意

14.8.1 You consent to:

貴公司同意：

- (a) the recording in writing, by tape or other means, of our telephone conversations with you; and

通過書面、錄音帶或其他方式記錄本行和貴公司的電話交談；並且

- (b) the use of such recording as evidence in any legal proceedings if there is a dispute between us.

在本行與貴公司之間發生糾紛時將該記錄作為證據用於任何法律程序。

14.8.2 There will not necessarily be a warning when the conversations are so recorded.

交談被記錄時無需就此進行告知。

14.8.3 Should we make or keep any record of a telephone conversation, that record will be our sole property and will be conclusive evidence of the fact of any such telephone conversation and the date, time and subject matter of such conversation.

本行一旦製作或保存任何電話交談的記錄，該記錄將成為本行專有財產並作為對於此次電話交談的發生及其日期、時間和內容的最終的證據。

14.8.4 Subject to applicable Law, nothing in this Clause 14.8 will oblige us to make any such recordings or keep any such records or release such recordings or records to you.

受限於適用法律，本行不因本第 14.8 條而承擔製作任何該種記錄、或保存任何該種記錄或向貴公司提供任何該種記錄或文檔的義務。

14.9 Provision of Products through the Internet

透過網路提供產品

In the case of any Products which utilise or are delivered through the Internet:

對於任何通過網路使用或傳輸的**產品**：

- (a) In order to enable you to keep browsing efficiently, we or any Third Party Provider may use cookies on or via our website. These cookies are stored temporarily, not permanently, in your IT Systems, namely for the duration of each visit made by you to the website. You may disable the cookies by changing the setting on your browser. However, depending on which cookies are disabled, you may not be able to access or use certain Products after disabling the cookies.

為了使貴公司保持有效瀏覽，本行或者任何**第三方提供者**可以於或者通過本行的網站使用“資訊記錄程序”。這些資訊記錄程序會在每次貴公司瀏覽本行的網站的過程中臨時的、非永久性的儲存於貴公司的資訊系統中。貴公司可以通過更改貴公司瀏覽器的設置禁用資訊記錄程序。但是，依據貴公司所禁用的資訊記錄程序，在禁用資訊記錄程序後貴公司可能無法連接或使用特定的**產品**。

- (b) Certain hypertext links on our website will lead to websites which are not under our control. We make no warranties, representations or undertakings about any content of any other website referred to or accessed by hypertext link through our website.

本行網站上特定的超連結將引導至不在本行控制下的網站。對於由本行網站上的超連結提及或引至的任何其他網站的任何內容，本行不做任何擔保、聲明或承諾。



- (c) When the hyperlinks are to other pages of a website maintained by us then the terms and conditions of that website will apply.

當超連結引至本行維護的一個網站的其他頁面時，則適用該網站的條款。

14.10 IPR

智慧財產權

- 14.10.1 You acknowledge and agree that all IPR in the Operational Materials and any other thing or process forming part of or used in relation to an Account or Product are owned by either us or our Third Party Providers and that you do not have, and operation or use of an Account or any Product does not give you, any right, title or interest in that IPR.

貴公司知悉並同意存在於**操作文件**及任何其他事物上的所有智慧財產權，以及構成**帳戶或產品**的一部分的程序或與**帳戶或產品**相關的程序上的所有的智慧財產權為本行或者本行的**第三方提供者**所有，不為貴公司所有，且貴公司對**帳戶或產品**的操作或使用不會給予貴公司任何該智慧財產權下的權利、所有權或利益。

- 14.10.2 You agree not to do anything which interferes with, tampers with or otherwise adversely affects any IPR forming part of or used in relation to an Account or Product.

貴公司同意不會做出任何行為，對構成**帳戶或產品**部分或與之相關使用的任何智慧財產權造成妨害、損害或造成其他不利影響。

- 14.10.3 You acknowledge that we may use information and knowledge gained in connection with an Account or Product in developing the service and other products, and we will own all IPR in such developments.

貴公司知悉本行可以通過**帳戶或產品**獲取的資訊和知識用於開發服務和其他**產品**，且本行擁有該等開發成果全部之智慧財產權。

14.11 Destruction of documents after microfilming

製成縮微影像後文件的銷毀

We may, at our discretion, destroy any cheques or other instruments or documents relating to an Account or Product after they have been microfilmed or stored in any electronic or other medium. Copies of any such documents may be supplied by us on payment of any handling charges imposed by us. Nothing in this Clause 14.11 will oblige us to keep any such cheques, instruments, documents or their copies after any applicable limitation period in relation to such document has expired.

本行可以根據本行的判斷，將與**帳戶或產品**相關的任何支票或者其他票據或文件在進行微縮影像製作或儲存於任何電子或其他媒介後，對其進行銷毀。在交付本行規定的手續費後，本行可以提供任何這些文件的複製品。本行不因本 14.11 條承擔在與這些支票、票據或文件相關的任何適用期限過期後保存任何這些支票、票據、文件或它們的複製品的義務。

14.12 Provision of information

資訊條款

- 14.12.1 You consent to us sending you information about products and services that we think you may want to use (including those provided by Third Party Providers).

貴公司同意本行將向貴公司發送本行認為貴公司可能需要的關於產品或服務的資訊（包括**第三方提供者**提供的）。

- 14.12.2 Any information we give you is for reference purposes only. We are not liable for the accuracy or completeness of the information given.

本行提供給貴公司的任何資訊僅作參考。對於所提供資訊的準確性和完整性，本行不承擔責任。



15. GOVERNING LAW

準據法

15.1 Governing Law and Jurisdiction

準據法和司法管轄區

15.1.1 Subject to Clause 15.4 (*Governing Law and Jurisdiction of Part D (Electronic Platform)*) of these Conditions, all matters connected with:

除第 15.4 條（D 部分（電子平台）之準據法及司法管轄區）另有規定外，所有和下列相關的事項：

(a) the operation or use of (or the application for) an Account and all matters arising from or connected with them are governed by the Laws of the jurisdiction in which that Account is (or is to be) held (as determined by us); and

帳戶的操作或使用（或申請）和所有由此產生或與此相關聯的事項由帳戶所在（或將在）的地點（由本行決定）的司法管轄區的法律管轄；並且

(b) the operation or use of (or the application for) a Product and all matters arising from or connected with them are governed by the Laws of the jurisdiction in which that Product is (or is to be) provided (as determined by us)

產品的操作或使用（或申請）和所有由此產生或與此相關聯的事項由提供（或將要提供）該產品的地點（由本行決定）所在的司法管轄區的法律管轄，

(the jurisdiction in which the relevant governing law applies being, the "**Relevant Jurisdiction**").

（適用其相關準據法的司法管轄區即為“**相關司法管轄區**”）。

15.1.2 For the benefit of any member of the BNP Paribas Group and each of their Officers or Third Party Providers, you irrevocably agree that the courts of the Relevant Jurisdiction are to have exclusive jurisdiction to settle any disputes arising out of or in connection with any matters that are governed by the laws of the Relevant Jurisdiction and you submit to the exclusive jurisdiction of the courts of the Relevant Jurisdiction in respect of such matters.

為了任何法國巴黎銀行集團成員和其每一位職員或第三方提供者的利益，貴公司不可撤銷的同意相關司法管轄區的法院對解決任何由受到相關司法管轄區的法律管轄的任何事項引起或相關聯的糾紛擁有排他性的管轄權，並且貴公司對於這些事項服從於相關司法管轄區的法庭的排他性管轄權。

15.1.3

15.1.4 You waive any objection to the courts of the Relevant Jurisdiction on the ground that it is an inappropriate or inconvenient forum or otherwise.

對於相關司法管轄區的法院，貴公司放棄任何以其為不合適或不方便法院為由或其他理由而為異議之權利。

15.1.5 You will use your best endeavours to prevent persons not party to the Agreement from bringing against a party to the Agreement, otherwise than in the courts of the Relevant Jurisdiction, any action or proceeding which would, if brought by a party to the Agreement against the other party to the Agreement, have been required to be brought in the courts of the Relevant Jurisdiction.

貴公司將盡最大努力防止非合約當事人針對合約一方當事人在相關司法管轄區的法庭以外採取任何行動或訴訟；如果任一行動或訴訟若由合約一方當事人針對合約另一方當事人來採取，則其應當在相關司法管轄區的法庭進行。



15.2 Waiver of Immunity

豁免權的放棄

You irrevocably waive, to the extent permitted by applicable Law, with respect to yourself and your revenues and assets, all immunity whether on the grounds of sovereignty or otherwise from suit, legal proceeding, jurisdiction of any court, attachment of your assets (whether before or after judgment) and execution or enforcement of any judgment or order.

在適用法律允許的範圍內，貴公司不可撤銷的放棄關於貴公司自身及貴公司的收入和財產對於訴訟、法律程序、任何法院的管轄權、貴公司財產的查封（無論是判決前或判決後）以及任何判決或命令的實施或強制執行之所有豁免權，無論該豁免權基於國家主權或是其他。

15.3 Service of Process

送達

15.3.1 If we request, you will irrevocably appoint a process agent as your agent to receive any document in any court action in connection with the Agreement and notify us of the name and address of the agent.

如果本行要求，貴公司必須不可撤銷的指定一名訴訟文書代收人，作為貴公司的代理人接收任何與合約相關的法院行為的文件，並且通知本行該代理人的名稱和地址。

15.3.2 If you fail to appoint the process agent within seven (7) calendar days of such request, we will be entitled to appoint the process agent for and on behalf of you and we may (but are not obliged to) notify you of the name and address of such process agent appointed. Any charges incurred in such appointment will be borne by you.

如果貴公司未於本行要求後的七(7)日內指定訴訟文書代收人，本行將有權代表貴公司為貴公司指定訴訟文書代收人，並且本行可以（但無義務）通知貴公司該指定訴訟文書代收人的名稱和地址。任何由此指定產生的費用將由貴公司承擔。

15.4 Governing Law and Jurisdiction of Part D (*Electronic Platform*)

D 部分（電子平台）之準據法及司法管轄區

For the purposes of Part D (*Electronic Platform*) only, the terms and conditions of Part D (*Electronic Platform*) and any contractual and non-contractual disputes in connection with it shall be governed by, construed and take effect in accordance with English law.

限於為 D 部分（電子平台）之目的而言，D 部分（電子平台）之條款及條件及任何契約上及非契約上與其相關之紛爭，皆應以英國法為準據法，並依英國法為解釋並生效。

You and we each submit to the exclusive jurisdiction of the LCIA to decide and settle any claim, dispute or matters arising out of or in connection with Part D (*Electronic Platform*) or established by them (whether contractual or non-contractual). The LCIA shall arbitrate and settle the matter in accordance with the LCIA Rules (hereby incorporated by reference into this Clause), subject to the provisions in this Clause. The number of arbitrators shall be one. The Parties shall provide their nominations for arbitrators within 30 days following service of the request for arbitration. The language to be used in the arbitration proceedings shall be English, and the place of the arbitration shall be London, England. The arbitrator shall decide which party shall bear the costs of the arbitration. The arbitration award shall be final and binding on the Parties.

貴我雙方皆合意，因 D 部分（電子平台）所生、或與之相關、或其所創設（無論係契約上或非契約上）之任何請求、紛爭或事宜之決定及解決，悉由 LCIA 專屬管轄之。依本條規定，LCIA 應依 LCIA 規則仲裁並解決該事項（茲此引用納為本條之一部分）。仲裁人數應為一人。雙方當事人應於仲裁之聲請送達後 30 日內提供其仲裁人選。仲裁程序中所使用之語言應為英文，並應以英國倫敦為仲裁地。仲裁人應決定仲裁費用應由何方當事人負擔。仲裁判斷應具有終局效力，雙方當事人並應受其拘束。



PART B – ACCOUNTS AND PAYMENTS

B 部分- 帳戶和支付

16. ACCOUNTS

帳戶

16.1 Opening of Accounts

開戶

16.1.1 The opening of any Account is at our discretion.

本行自行決定是否開立任何帳戶。

16.1.2 If an Account is closed within three months of being opened, we may, at our discretion, levy a charge in accordance with the applicable Local Practice.

若帳戶在開立起三個月內關戶，本行可以自行決定根據適用的當地慣例收取一定的費用。

16.2 Currency

貨幣

The balance of any Account is held in the currency that you elect in the Account Opening Documentation.

任何帳戶的餘額應以貴公司在帳戶開立文件中選擇的貨幣持有。

16.3 Interest

利息

16.3.1 Each Account may or may not be interest-bearing as notified by us to you.

各帳戶是否計息，根據本行的通知決定。

16.3.2 The rate of interest, if any, will be as specified by us from time to time and may be fixed or varied as we determine. You expressly acknowledge and agree that, if the market interest rate for any currency becomes negative, we may charge negative interest to your Accounts denominated in such currency or deduct an administration fee from your Accounts, in order to compensate us for any losses we suffer as a result.

利率（如有）將以本行不時確定的為準，且可以根據本行決定予以固定或改變。貴公司明示承認或同意，如任何貨幣市場利率轉負，為了補償本行因此所受之任何損失，本行得就貴公司帳戶收取該貨幣之負數利率或者自貴公司帳戶扣除行政費用。

16.3.3 We pay interest, if any, on a monthly or other regular interval as we determine.

本行將每月，或按照本行決定的一定時間間隔支付利息（如有利息）。

16.3.4 The daily interest rate is calculated in accordance with market convention for the relevant currency.

根據相關貨幣的市場慣例來按日計息。

16.4 Overdrafts

透支

16.4.1 You must not, at any time, overdraw any Account, unless by prior arrangement with us.

除非與本行事先安排，貴公司在任何時候均不得透支任何帳戶。



16.4.2 We may agree to make an Overdraft available to you in any currency we offer on terms and conditions we specify.

本行可根據本行規定之條款和條件向貴公司提供本行所能提供的任何貨幣種類的**透支**。

16.4.3 We may (but are not obliged to) also honour drawings if you overdraw your Account without prior arrangement or exceed any agreed Overdraft limit.

若貴公司在沒有事先安排的情況下**透支**帳戶，或超過任何事先約定的**透支**額度，本行可以（但無義務）兌現貴公司的提款。

16.4.4 Subject to the terms of any formal Overdraft facility, if we allow an Account to be overdrawn:

受限於任何正式的**透支**額度，如果本行允許一個**帳戶**透支，則：

(a) this only applies for that particular instruction and this does not mean that we will allow a similar Overdraft in the future;

這只適用於該特定指令，並不表示本行將來會允許類似的**透支**；

(b) the amount by which the Account is overdrawn is treated as an advance by us to you and you owe us a debt equal to that amount; and

帳戶透支的金額應被認為是本行對貴公司作出的貸款，相應的貴公司即欠本行相當於該筆**透支**金額的債務；且

(c) that advance is payable on demand.

該預借款一經要求必須償還。

16.4.5 If we set a limit for an Overdraft and if the Account debit balance exceeds the limit, then you must immediately make payment to reduce the balance to or below the limit. We may increase or decrease the limit at any time. We do not take into account any uncleared funds in calculating the unused portion of an Overdraft.

若本行為**透支**設定額度，且**帳戶**的借方餘額超過了該額度，貴公司須立即支付以將借方餘額降低至該額度或該額度以下。本行可以在任何時候提高或降低**透支**額度。本行在計算未使用的**透支**額度時，任何未結清的款項將不計算在內。

16.4.6 Interest on an Overdraft is calculated and accrues on a daily basis on any debit balance on the overdrawn Account, and is charged at a rate determined by us from time to time. Any accrued interest is payable on demand and debited to the overdrawn Account or any other Account at monthly intervals.

透支款項的利息根據**透支**帳戶的借方餘額按日計息，並按本行不時確定之利率收取。任何應付利息一經要求必須償還，並按每月從**透支**帳戶或任何其他**帳戶**中扣除。

16.4.7 If you:

若貴公司：

(a) overdraw an Account without prior arrangement; or

在沒有事先安排的情況下**透支**帳戶；或

(b) exceed the limit of any agreed Overdraft,

超過約定的**透支**額度，

we may charge interest at a Penalty Rate on a compounded basis, which may be higher than its normal interest rate for Overdrafts and you will be responsible for the consequences resulting from this Overdraft including any additional costs and expenses incurred by us.



本行可以按**罰息率**收取複利，其可能高於**透支**的正常利率，且貴公司應為該**透支**產生的後果負責，包括本行因此發生的任何額外的成本和費用。

16.5 Dormant Account

靜止戶

If an Account is dormant for six calendar months or with a balance of less than the amount fixed by us from time to time, we may charge a maintenance fee on such Account.

若一個**帳戶**靜止達六個月，或其帳戶餘額低於本行不時確定的限額時，本行可以對該**帳戶**收取帳戶管理費。

17. TIME DEPOSITS

定期存款

17.1 Term and currency

期限及貨幣

17.1.1 A Time Deposit is available for any term and in any currency we offer.

定期存款以本行提供的任意期限和任何幣別提供。

17.1.2 To the extent allowed by applicable Law, if you wish to hold a Time Deposit (or make an interest or principal payment) in a different currency to the currency of the funds deposited, we may (but are not obliged to) execute a Foreign Exchange Transaction.

在適用**法律**許可的範圍內，若貴公司想持有與存款資金幣別不同的貨幣的**定期存款**（或作出利息或本金的支付），本行可以（但無義務）進行**外匯交易**。

17.1.3 Where you are funding a Time Deposit from an external source and we do not receive funds by the applicable cut-off time, you agree that we have the right to not place the Time Deposit or to vary the previously agreed interest rate.

若貴公司欲以外部來源的資金存入一筆**定期存款**，且本行在適用的截止時間之前並未收到該款項，貴公司同意本行有權不存入該筆**定期存款**或變更之前所約定的利率。

17.1.4 Details of the applicable interest rates are available from us. Interest rates vary depending on the currency, term and amount of the Time Deposit and are fixed for the specified term selected by you.

本行可以提供所適用利率的詳情。利率依**定期存款**的幣別、期間以及金額而不同，且在貴公司所選擇的期間內該利率固定不變。

17.1.5 Interest payments can only be made at maturity of the Time Deposit. Interest is added to the principal and paid to you at maturity.

利息僅在**定期存款**到期時支付。在存款到期時，利息將與本金一同支付給貴公司。

17.2 Maturity

到期

17.2.1 Deposits which mature on a day which is not a Business Day are payable on the first Business Day following that day (unless we determine otherwise).

若存款到期日為非**營業日**，則可在該日期的下一個**營業日**予以支付（除非本行另有決定）。

17.2.2 You must give us Instructions whether or not to renew a Time Deposit prior to the cut-off time determined by us in accordance with applicable Local Practice.

貴公司必須在本行根據適用的**當地慣例**決定的截止時間前給予本行是否續存**定期存款**的指令。



17.2.3 Any renewal is subject to the applicable interest rate at the time and, even if you request renewal, we may not accept those Instructions and we may repay the Time Deposit to you.

任何續存都應受限於當時適用的利率，即使貴公司要求續存，本行可以不接受該指令，並可以向貴公司支付該項**定期存款**。

17.2.4 If, for any reason, we do not have maturity Instructions from you within the applicable time limit, we may (but are not obliged to) renew the Time Deposit for a similar term with interest at the prevailing interest rate for the term.

無論任何原因，如果本行沒有在適用的期限內收到貴公司的到期處理指令，本行可以（但無義務）以相似的期限續存該**定期存款**，利率為該期限的現行利率。

17.2.5 Withdrawals of Time Deposits may not be made by means of cheques.

定期存款的取款不得以支票形式為之。

17.3 Early repayment and partial withdrawal

提前償還及部分取款

17.3.1 We may, at your request, terminate your Time Deposit prior to maturity. If we allow early termination, you will pay any early termination fee we determine and you may forfeit interest.

本行可以依貴公司的請求在**定期存款**到期之前將其終止。若本行允許提前終止，貴公司應向本行支付本行規定的任何提前終止費用，且貴公司可能喪失所得利息。

17.3.2 Your Time Deposit may be terminated prior to maturity for the purposes of set-off under Clause 8.1 (Set-off).

貴公司的**定期存款**在到期之前可以因第 8.1 條（**抵銷**）項下抵銷的目的而終止。

17.3.3 Unless permitted by the applicable Local Practice, partial withdrawal of Time Deposits is not permitted.

除非適用的**當地慣例**允許，**定期存款**不允許部分提取。

18. PAYMENTS

支付

18.1 Acceptable forms of payments

可接受的支付方式

18.1.1 Subject to any restrictions contained in these Conditions, the applicable Country Schedule or in another document, the following constitute acceptable forms of payments into, and out of, an Account:

受限於任何本**條件**、適用的**國家附件**或其他文件中的任何限制，以下係可接受的對**帳戶**金額的存入或取款的支付方式：

(a) Cheques, drafts and pay orders;

支票、匯票及匯款指令；

(b) telegraphic transfers;

電匯；

(c) domestic transfers;

國內轉帳；

(d) direct debit payments; and



直接扣款付款；及

- (e) such other method approved by us.

本行同意的其他方式。

- 18.1.2 The availability of any of the forms of payments is determined by us in our discretion, and you acknowledge and agree that we are not required to give you reasons for the non-availability of any of the forms of payments.

任何支付方式適用與否應由本行自行決定，且貴公司認可並同意本行無須就任何不適用的支付方式做出解釋。

18.2 Deposits in Accounts

帳戶存款

- 18.2.1 Deposits in an Account will be subject to such limits as we may, from time to time, decide.

帳戶的存款將受限於本行不時決定之限制。

- 18.2.2 Deposits must be in a currency acceptable to us.

存款須為本行接受的幣別。

- 18.2.3 Deposits should be made by using our standard deposit forms. The forms must clearly state your name, the Account number, the amount and, when applicable, the term.

存款應使用本行的標準存款表格。表格應清楚地寫明貴公司的名稱、帳戶帳號、金額以及期間（如適用）。

- 18.2.4 We may refuse to accept any Deposit for any reason, including without limitation, if any information or documentation requested by us is not provided or, in our opinion is insufficient or unsatisfactory.

本行可以任何原因拒絕接受任何存款，包括但不限於如未提供本行所要求的任何資訊或文件，或本行認為資訊或文件不齊全或不符合要求時。

- 18.2.5 You represent and warrant that you have legal and beneficial title to any Deposit you instruct us to credit to an Account.

貴公司聲明和保證貴公司對貴公司指示本行存入帳戶中的存款享有法定所有權及實益所有權。

- 18.2.6 You acknowledge that deposit slips are not valid receipts or documents of title. In the case of any Deposit in cash, if the amount indicated on the deposit slip differs from that of our cash count, our cash count will be final and conclusive.

貴公司確認存款單不是有效的收據或所有權憑證。當存款為現金時，若存款單顯示的金額與現金點收的數額不一致時，本行現金點收的金額將是最終的和決定性的。

18.3 Non-Cash Deposits

非現金存款

- 18.3.1 When Non-Cash Deposits are deposited for credit to an Account, we are not obliged to credit such Account immediately until and unless the Non-Cash Deposits have been cleared, the proceeds have been received and are considered to be Cleared Funds.

當向帳戶存入非現金存款作為貸方餘額時，本行沒有義務立即將其存入該帳戶，除非該非現金存款已經結清，實收款項已經到帳且被視為已結清資金。

- 18.3.2 We may send a Non-Cash Deposit to another location for collection or processing.

本行可以將非現金存款轉往他處進行收款或處理。



- 18.3.3 We may return any Non Cash Deposit or payment Instruction in respect of deposited funds, which we have been unable to clear.

本行可以在無法結清存款資金時退回任何**非現金存款**或關於存款資金的支付**指令**。

- 18.3.4 We may reverse any relevant credit to an Account, or seek recourse from you, if a Non-Cash Deposit is subsequently dishonoured or lost for any reason. We are not liable for the value of the unpaid Non-Cash Deposit.

無論任何原因，**非現金存款**此後無法兌現或遺失時，本行可以撤銷貸記帳戶的任何相關金額，或向貴公司追索。本行對**非現金存款**未支付部分的價值不承擔責任。

- 18.3.5 We may (but need not) re-present on your behalf any Non-Cash Deposit which is unpaid on presentation to the drawee bank. However, re-presentation does not affect our right of recourse to you at a later date if the Non-Cash Deposit is dishonoured.

本行可以（但非必須）以貴公司的名義再次向付款銀行提交尚未支付的任何**非現金存款**。但是，若此**非現金存款**仍無法兌現，此次再提交不影響本行日後對貴公司的追索權。

- 18.3.6 A Non-Cash Deposit drawn to the order of a third party with a payee's or your endorsement on it may be accepted for deposit at our discretion.

若**非現金存款**是向某第三方出具的，且有收款人或貴公司的背書，則本行可以自行決定接受此項存款。

18.4 Withdrawals from Accounts

從帳戶提款

- 18.4.1 Subject to Clause 17 (Time Deposits), we will allow a withdrawal from an Account on your Instructions if:

受限於第 17 條（*定期存款*），本行將根據貴公司的**指令**允許從帳戶提款，若：

- (a) you have Cleared Funds in such Account at least equal to the withdrawal amount;
貴司在該帳戶中的**已結清資金**數額至少等於提款金額；
- (b) the withdrawal, including any payment Instruction, is completed by the cut-off time and in compliance with any requirements we may impose from time to time;
在截止時間之前完成提款，包括任何付款**指令**，並符合本行不時提出的任何要求；
- (c) the withdrawal is made by means of a withdrawal slip or other instruction document as we may set from time to time; and
該提款是依據取款單或本行不時要求的其他指令文件而做出的；以及
- (d) you produce any evidence of identity we require prior to a withdrawal.
貴公司在提款前出示本行要求的任何身份證明。

- 18.4.2 We may pay you any amount withdrawn from any Account by any method acceptable to us at our discretion.

本行可以自行決定以任何本行可以接受的方式從任何**帳戶**中提取任何金額以向貴公司支付。

- 18.4.3 If an Instruction for withdrawal is received on, or specifies a payment date falling on, a non-Business Day, the payment will be processed on the next Business Day.

如果提款的**指令**是在**非營業日**收到，或指定的付款日期是**非營業日**的，則該項支付將延至下一個**營業日**。



18.4.4 We may, at any time, at our discretion, impose a limit on the amount that may be withdrawn by you.

本行可以在任何時候，自行決定對貴公司的提款金額設定限額。

18.4.5 We may, at our discretion, not allow partial payment of any instruments.

本行可以自行決定拒絕任何票據的部分支付。

18.4.6 We may, at our discretion, allow withdrawal of funds that are not Cleared Funds. If withdrawal occurs and the funds are subsequently reversed or dishonoured, you are liable for the value of the relevant debit to the Account.

本行可以自行決定允許提取非**已結清資金**。若提款已經發生，且該資金此後被撤銷或拒絕兌現，貴公司應對該**帳戶**相關提款的數額負責。

18.4.7 In connection with any funds transfer Instruction, you:

對於任何資金轉帳**指令**，貴公司：

(a) acknowledge that we and any Third Party Provider may rely upon the identifying number of the beneficiary and the beneficiary's bank included in the funds transfer Instruction and that the beneficiary's bank may make payment on the basis of such identifying number even if it identifies a person different from the named beneficiary; and

確認我們及任何**第三方提供者**可以依賴在資金轉帳**指令**中列出的受益人和受益人的銀行的識別碼，並且受益人的銀行可以根據該識別碼付款，即使它識別出的人不同於已列明之受益人；以及

(b) agree that you will be responsible for the consequences of any inconsistency between the name and identifying number in such Instructions.

同意貴公司將對該**指令**中名字和識別碼不一致的後果負責。

18.5 International Payments

國際支付

18.5.1 You appoint us as your agent to send Instructions to a Correspondent to make an International Payment.

貴公司指定本行為代理人，向**往來行**發出**指令**以完成**國際支付**。

18.5.2 You acknowledge and agree that a Correspondent may charge commissions, fees or charges in making an International Payment to a payee's account, for which we have no control over. They may be paid by the payee separately or deducted by the Correspondent from the funds paid to the payee's account. Where such a deduction is made by the Correspondent, the payee will receive funds less than the value amount specified in the Instruction.

貴行確認並同意**往來行**在向收款人帳戶進行**國際支付**時可以收取佣金、手續費或費用，本行對該佣金、手續費或費用無控制權。其可以由收款人另行支付，或由**往來行**從支付給收款人帳戶的資金中扣除。若**往來行**為該等扣除，收款人收到的資金將會少於支付**指令**中列出的金額。

18.5.3 A Correspondent may at any time convert a payment to its own preferred currency before effecting the payment.

在支付作出之前，**往來行**可以在任何時候將該筆支付款項兌換成其首選的貨幣。

18.5.4 We may receive payment of commissions from or enter into commission or revenue sharing arrangements with our Correspondents.

本行可以自**往來行**收取佣金，或與其訂立佣金或收益分享約定。



19. CHEQUES

支票

19.1 Cheque books

支票簿

19.1.1 Cheque services and cheque books are provided or issued at our discretion.

本行自行決定提供或出具支票服務和支票簿。

19.1.2 You must take all necessary steps to prevent unauthorised or fraudulent use of the cheque books, including keeping them in a safe place and maintaining adequate systems and procedures by which you can ascertain within a reasonable time whether an Account is being debited with amounts not authorised by you. Cheques should not be pre-signed in blank.

貴公司必須採取一切必要措施防止未授權或欺詐使用支票簿，包括將其存放在安全的地方，並且維持一個充分的機制和程序，使貴公司可以在一段合理時間內查明帳戶是否在未經貴公司授權的情況下被扣款。支票不得預先作空白簽名。

19.1.3 We may issue new cheque books automatically. You may request a new cheque book by either filling out the application form in the cheque book or by any other process we offer. We may, at our discretion, refuse to issue a new cheque book.

本行可以自動提供新的支票簿。貴公司可以通過填寫支票簿申請表或通過本行提供的其他方式申請新的支票簿。本行可自行決定拒絕提供新的支票簿。

19.1.4 Cheque books sent to you are sent at your sole risk and cost. Upon the receipt of a new cheque book, you must verify the cheque serial numbers, account number, the name of the account holder, as well as the number of cheques before use.

支票簿的寄送應由貴公司獨自承擔風險和費用。在收到新的支票簿後、使用支票簿之前，貴公司必須核實支票的序列號、帳號、帳號所有人的名稱以及支票的數量。

19.2 Writing cheques

書寫支票

19.2.1 Cheques are encoded and may be used only for drawings on the Account in relation to which they are linked.

支票是有編號的，且只能用於與之相關聯的帳戶的提款。

19.2.2 You or an Authorised Person must be careful when writing cheques to ensure the cheque cannot be altered without authorisation and to prevent fraud by forgery.

貴行或被授權人必須謹慎填寫支票，以保證支票不會在未授權的情況下被更改，以及防止偽造欺詐行為。

19.2.3 Every alteration on a cheque must be clearly marked and confirmed by the full and complete signature of the person making the cheque.

支票的每一次更改須清楚地標記出來，並且由填寫支票的人完整地簽上全名以確認。

19.2.4 We may dishonour and return any cheque that is:

本行可以拒絕兌現並返還任何下列支票：

(a) not drawn in the currency in which the related Account is denominated;

未以相關帳戶的計價貨幣要求支付的；

(b) not written in non-erasable ink or ball-point pen;



不是用不可擦除的墨水筆或原子筆書寫的；

- (c) not completed in accordance with these Conditions;
未依本條件填寫；
- (d) post-dated or out of date;
倒填日期或過期的；
- (e) not in a language acceptable to us;
未以本行所接受的語言書寫；
- (f) ambiguous; or
有歧義的；或
- (g) otherwise not in a form acceptable to us or not in conformity with the requirements of the relevant cheque clearing house.
其他非以本行接受的方式，或不符合相關票據清算所的要求。

19.2.5 We may mark cheques as "good for payment" to another bank, in which case, your Account will be immediately debited with the amount of the marked cheque. Payment of the marked cheque will not be able to be stopped.

本行可以在支票上向其他銀行標註“保證付款”，在此情況下，貴公司的帳戶將立即被扣除被標註支票上的金額。被標註支票的支付將不能停止。

19.2.6 If several cheques are presented to us for payment simultaneously, we may decide on the order of preference for payment at our discretion.

若多張支票同時提交本行要求付款，本行可以自行判斷決定付款的先後順序。

19.2.7 If numbers are used to represent the day and month in the dating of cheques, we may construe the cheque as dated in order of day, month, year or other order in accordance with the relevant Local Practice.

如果用數字來表示支票日期中的日和月，本行可以理解為在支票中的日期順序為日、月、年，或依據相關當地慣例的順序。

19.2.8 We are authorised to honour any cheque or other instrument expressed to have been drawn before any change in the style of signature of any Authorised Person even though it is presented after receipt by us of written notification of the change of signature.

本行被授權兌現任何顯示為在被授權人改變簽名形式之前已經簽發的支票或其他票據，即使它是在本行收到改變簽名的書面通知之後提交的。

19.3 Loss, theft or misuse of cheque books

支票簿的遺失、被盜或誤用

19.3.1 You must notify us as soon as you:

貴公司應儘快通知本行，一旦貴公司：

- (a) become aware that a cheque book, blank cheque or signed cheque may have been lost or stolen; or
得知支票簿、空白支票或已簽名的支票可能遺失或被盜；或
- (b) suspect or become aware that there has been unauthorised access to a cheque book.



懷疑或意識到支票簿未經授權而被使用。

19.3.2 If you become aware that a signed cheque has been lost before being received by the designated beneficiary, you may by way of Instruction either:

如果貴公司得知一張已簽名的支票在指定的受益人收到之前已經遺失，貴公司應通過**指示**：

(a) stop payment on the cheque; or

停止支付該支票；或

(b) issue a replacement cheque, which must be in favour of the same designated beneficiary and of the same amount and currency as the lost cheque.

簽發一張替代支票，該支票須與遺失的支票有相同的指定受益人、相同的金額以及相同的幣別。

Upon issuance of a replacement cheque, the original lost cheque will be deemed to be countermanded and cancelled.

替代支票簽發之後，原遺失的支票將被視為撤回和取消。

19.3.3 You must provide us with any relevant information and give us reasonable assistance in recovering a lost or stolen cheque book.

貴公司必須提供給本行任何有關的訊息和合理的協助，以找回遺失或被盜的支票簿。

19.3.4 Subject to applicable Laws, you are liable for any unauthorised Instructions that occur on the Account linked to a lost, stolen or misused cheque book.

受限於適用的**法律**，貴公司應對因遺失、被盜或誤用支票簿而對**帳戶**產生的未授權**指令**負責。

19.4 Stop payment Instructions

停止付款指令

19.4.1 Unless otherwise permitted by us, any Instruction to stop payment of a cheque must be made in writing to us giving the correct number and details of the relevant cheque.

除非本行另行允許，任何停止支付支票的**指令**均應向本行以書面形式作出，並提供相關支票的正確號碼及詳情。

19.4.2 We will not be responsible for any loss or damage, which may arise if a cheque is paid prior to the receipt of the Instruction to stop payment or if we fail to implement any stop payment Instruction.

如果支票在停止支付的**指令**到達之前已經支付，或本行未能執行任何停止支付的**指令**，本行將不對因此產生的任何損失或損害負責。

19.4.3 You will:

貴公司將：

(a) indemnify us immediately upon demand and hold us harmless against any loss or damage arising from us acting upon any such Instruction; and

在本行要求時立即進行賠償，且使本行免遭因執行止付**指令**而產生的任何損失或損害。

(b) notify us promptly in writing if the cheque is recovered or destroyed or when the Instruction is cancelled.

在支票被找回或銷毀，或**指令**被取消時及時書面通知本行。



19.4.4 All payment Instructions are automatically cancelled on the date Instructions to stop payment are actually received by us or six months (or such other period as determined by us in accordance with the applicable Local Practice) after the date of the cheque, whichever is earlier.

在本行實際收到止付指令當天或支票開具日後六個月（或本行根據適用的當地慣例所決定的其他期間）之後，以較早的時間為準，所有的付款指令自動被取消。

20. FILE CONVERTORS

檔案格式轉換服務

20.1 **We may, from time to time and at your request, provide you with converter tool(s) (a "File Converter") that will enable you, and your Affiliate Customers, to convert payment files for the purposes of uploading the same into our Electronic Platform(s) and ultimately processing Instructions on your, and your Affiliate Customers', behalf.**

本行於貴公司要求得隨時提供轉換工具（下稱「檔案格式轉換服務」），該轉換工具得使貴公司及關聯客戶基於上傳至本行電子平台或代表貴公司及關聯客戶終極處理指令之目的而轉換付款檔案。

20.2 **Any such File Converter tool is a Product for the purposes of the Conditions.**

就本條件之目的而言，任何該檔案格式轉換服務工具亦為一種產品。

20.3 **Without prejudice to any other term of the Conditions, by installing and using a File Converter you acknowledge and agree that:**

在不損及條件之任何其他條款之情形，藉由安裝和使用檔案格式轉換服務，貴公司承認和同意：

20.3.1 you are aware of and accept any and all risks associated with the use of such File Converter; and

貴公司已知悉並解接受所有與使用該檔案格式轉換服務之風險；且

20.3.2 we make no representations or warranties and we assume no liability to you or any of your Affiliate Customers as regards the integrity, accuracy or reliability of any data or information generated, converted or processed by such File Converter or of any Instructions initiated through such File Converter.

關於該檔案格式轉換服務所產生、轉換或處理之任何資料或資訊、或透過該檔案格式轉換服務所為之任何指令之完整性、正確性或可靠性，本行不作任何聲明或擔保，對貴公司或其任何關聯客戶亦不負任何責任。

20.4 E-Reporting Services

電子化報告服務

We may, from time to time and at your request, provide you with certain e-reporting tool(s) (an "e-Reporting Tool") that will enable you to access and generate certain reports about your Account(s) and/or Product(s) with us.

本行得隨時依貴公司請求，向貴公司提供某些電子化報告工具（下稱「電子化報告工具」），使貴公司得以存取並產生有關貴公司於本行之帳戶及/或產品之特定報表。

Any such e-Reporting Tool is a Product for the purposes of the Conditions.

就本條件之目的而言，任何該電子化報告工具亦為一種產品。



Without prejudice to any other term of the Conditions, by using an e-Reporting Tool you acknowledge and agree that we shall not be responsible or liable for and you shall assume all risks in connection with any losses due to any failure of such e-Reporting Tool or any inaccuracy of such e-Reporting Tool, due to any reason whatsoever.

於不損及本條件其他任何條款之前提下，藉由安裝和使用電子化報告工具，貴公司承認和同意，因該電子化報告工具之任何故障所生任何損失，或該電子化報告工具因任何原因而有任何不正確等之一切相關風險，本行概不負責，應由貴公司悉數承擔。

PART C – CUSTOMER TYPES

C 部分 – 客戶類型

21. PARTNERSHIPS

合夥

21.1 Application to partnerships

合夥的適用

21.1.1 This Clause 22 additionally applies where you are a partnership.

本第 22 條額外的適用於當貴公司為合夥的情況。

21.1.2 In the Agreement, all references to "you" will be construed to include each partner of the partnership (whether or not the partnership has legal personality).

合約中，凡提及“貴公司”，應當被理解為包括該合夥的每一個合夥人（無論該等合夥是否具有法人主體資格）。

21.2 Operation of partnership Accounts

合夥帳戶的操作

21.2.1 You represent and warrant at all times until the termination of the Agreement that:

貴公司聲明並擔保在直至合約終止之前，始終：

(a) each partner is not in breach of any of its express or implied duties under the partnership agreement and any other document in respect of the partnership; and

每一合夥人沒有違反其在合夥合約及與合夥有關的任何其他文件項下的任何明示或默示的義務；且

(b) each partner is acting in accordance with the terms and conditions and purpose of the partnership.

每一合夥人均遵照該合夥的條款、條件及目的而行事。

21.2.2 Subject to any applicable Law and the terms of the partnership agreement, you agree that, at all times until the termination of the Agreement:

受限於任何適用法律及合夥合約的條款，貴公司同意在直至合約終止之前，始終：

(a) each partner's liability under the Agreement will bind all the partners of the partnership jointly and severally;

每一合夥人在合約項下的責任將對所有該合夥的合夥人產生連帶的約束力；

(b) any new partners to the partnership will accept each existing partner's liability under the Agreement to us;



任何新加入的合夥人均應接受現存每一個合夥人在**合約**項下對本行的責任；

- (c) no alteration in the membership of the partnership will affect the appointment of any Authorised Person in any way;

該合夥的任何合夥關係的調整不應對任何**被授權人**的指定產生任何形式的影響；

- (d) unless otherwise agreed by us, each partner who ceases to be a partner of the partnership will remain liable for any existing obligations and liabilities under the Agreement to us; and

除非本行另行同意，任何合夥人不再作為該合夥的合夥人者，其應繼續對任何**合約**項下已經存在的對本行的義務和責任負責；且

- (e) if a partner ceases to be a partner of the partnership, unless we receive notice to the contrary in writing from the remaining partners, we may treat the remaining partners as having full power to carry on the business of the partnership and operate and use the Accounts or Products as if there has been no such alteration.

如果任何合夥人不再作為該合夥的合夥人者，除非本行收到剩餘合夥人的相反表示的書面通知，否則本行認為剩餘合夥人應當擁有完全的權力繼續合夥的業務並操作和使用**帳戶**或**產品**，就如同沒有發生該等合夥人調整一樣。

22. TRUSTS

信託

22.1 Application to trusts

信託的適用

22.1.1 This Clause 23 additionally applies where you are a trust.

本第 22 條（*信託*）額外的適用於當貴公司為信託的情況。

22.1.2 In the Agreement, all references to "you" will be construed to mean the trustee of the trust.

合約中，凡提及“貴公司”，應當被理解為信託中的受託人。

22.2 Operation of trust Accounts

信託帳戶的操作

22.2.1 You will not be required to give the representation in Clause 2.2.1(e).

貴公司將不被要求作 2.2.1(e)項下之聲明。

22.2.2 You represent and warrant at all times until the termination of the Agreement that:

貴公司聲明並擔保在直至**合約**終止之前，始終：

- (a) you are entering into the Agreement as trustee of the trust (and not in any other capacity)

貴公司作為信託的受託人簽署**合約**（而非以任何其他資格）；

- (b) you have the capacity, power and authority under the terms of the trust instrument and any other document in respect of the trust;

貴公司就信託擁有該等信託文件及其他文件條款下的資格、權力和授權；

- (c) you are acting in accordance with the terms and conditions and purpose of the trust instrument;



貴公司遵循該等信託文件的條款、條件和目的而行事；

- (d) you enter into the Agreement with the consent of, and for the benefit of, the beneficiaries of the trust;

貴公司已經獲得信託受益人的同意，並為信託受益人之利益而簽署並達成**合約**；

- (e) you have assumed all obligations under the Agreement in your capacity as trustee and not in your personal capacity and any power or right conferred on you under the Agreement will not extend to any of your personal assets or any assets held by you as trustee for any other trusts;

貴公司作為受託人身分而非以個人資格已經承擔了**合約**項下的所有義務，並且，任何依據**合約**授予貴公司的任何權力或權利將不得擴展延伸至貴公司的任何個人財產或貴公司作為其他信託項下受託人所持有的任何財產；

- (f) no assets of the trust have been resettled or set aside or transferred to any other trusts;

該信託項下的任何資產不存在為任何其他信託而進行的設置、預留或轉移；

- (g) the trust has not been terminated, nor has the date or any event for the vesting of the assets of the trust occurred;

該信託尚未被終止，且歸屬信託財產的日期或條件尚未發生；

- (h) your right of indemnity out of, and lien over, the assets of the trust has not been limited in any way and the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which you have a right to be indemnified out of the assets of the trust;

貴公司就信託財產獲得賠償或留置該等信託財產的權利未受任何限制，且該等信託財產足以滿足貴公司獲得賠償以及貴公司就該等信託財產擁有受償權的所有其他義務。

- (i) your lien over the assets of the trust has priority over the rights of the beneficiaries; and

貴公司對信託財產的留置權優先於信託受益人的權利，及

- (j) the rights and interest of the beneficiaries in and to the trust assets are subject to our rights and interest in the trust assets under the Agreement and any rights and interests you have in the trust assets to which we may be subrogated.

信託受益人對信託財產的權利和利益應當受限於本行在**合約**項下對信託財產的權利和利益，並且受限於貴公司因對本行取得代位求償權而對信託財產的任何權利和利益。

22.2.3 You agree that, at all times until the termination of the Agreement:

貴公司同意在直至**合約**終止之前，始終：

- (a) you will not allow the trust instrument and any other document establishing the trust or governing the operation of the trust to be materially amended, unless you have notified us in writing;

貴公司將不會允許對信託文件和任何其他建立信託或管理信託營運的文件進行實質性的修改，除非事先書面通知本行；

- (b) you will ensure that there is no resettlement, setting aside or transfer to any other trust or person of any of the assets of the trust;

貴公司應當確保未就任何信託財產對任何其他信託或個人另行設置、預留或轉移；



- (c) unless otherwise agreed by us, you will not do anything that would cause or enable your removal as trustee of the trust nor will you retire as trustee of the trust;
除非經本行另行同意，貴公司不得作出任何導致或致使貴公司被解除受託人資格的行為，且貴公司不得辭去該信託受託人的職位。
- (d) you will ensure that the vesting date is not determined, and will not otherwise alter, shorten or fix the vesting date under the trust Instruction;
貴公司應當確保授權日尚未確定，信託指示下的授權日亦不會被變更、縮短或固定。
- (e) you will ensure that there is no restriction or limitation on or derogation from your right of subrogation or indemnity (whether or not arising under the trust instrument);
貴公司應當確保貴公司的代位求償權或受償權沒有任何受限、限制或減損（無論是否來源於該信託文件）；
- (f) you will not make any distribution of the income of the trust if a Termination Event has occurred and is continuing or if a distribution will in any way adversely affects the value of our Security; and
如果終止事件發生並將持續，或者該等分配將在任何形式上對本行的擔保產生不利影響，則貴公司不得分配任何信託收益；和
- (g) if the trust is a unit trust, you will not permit any redemption of units in the trust.
如果信託是單位信託，則貴公司不得允許對該等信託進行任何單位贖回。

22.2.4 You irrevocably and unconditionally agree to indemnify and keep indemnified each Indemnified Person immediately on demand against all loss, costs (including all legal costs on a full indemnity basis), fees, expenses and Taxes, which each Indemnified Person may directly or indirectly suffer or incur in connection with:

貴公司不可撤銷且無條件的同意應有關要求立即補償並使每一受賠償人免受因以下而可能直接或間接造成或發生的全部損失、成本（包括對所有法律成本的全額補償）、費用、支出和稅務：

- (a) any representation given by you in Clause 23.2.2 above being erroneous or inaccurate; or
貴公司在前開 23.2.2 條項下所作的任何聲明錯誤或不正確；或
- (b) your failure to perform or observe any of your obligations set out in Clause 23.2.3 above.
貴公司未能履行或遵守前開 23.2.3 條項下的任何義務。

23. SOLE PROPRIETORSHIPS (INDIVIDUALS)

個人獨資企業（個人）

23.1 Application to sole proprietorships (individuals)

個人獨資企業（個人）的適用

This Clause 24 (*Sole Proprietorships (Individuals)*) additionally applies where you are an individual (a natural person) and you are a sole proprietorship.

本第 24 條（*個人獨資企業（個人）*）將額外的適用於貴公司是一個個人（自然人）和個人獨資企業的情況。



BNP PARIBAS

23.2 **Operation of sole proprietorship (individual) Accounts**

個人獨資企業（個人）帳戶的操作

You agree that, at all times until the termination of the Agreement, you will not operate or use any Account or Product for any private or non-business purposes.

貴公司同意在直至合約終止之前的所有時候，貴公司將不會操作或使用任何帳戶或產品用於私人或非業務之目的。



PART D – ELECTRONIC PLATFORMS
D 部分 – 電子平台

Use of and Access to the Electronic Platform(s)

電子平台之使用及進入

Where we have agreed to make available or provide to you use of and access to any Electronic Platform (in whole or in part), the terms in this Part D of these Conditions shall apply.

當本行已同意允許貴公司、或提供貴公司使用並進入任何**電子平台**（之全部或一部），則本條件 D 部分之條款應有適用。

Access and Security

進入及安全

Use of and access to any Electronic Platform is protected by the access and security measures described in this Clause 26 and may be subject to additional access and security measures described in the relevant Electronic Platform Schedules.

任何**電子平台**之使用及進入皆以本第 26 條所述之進入及安全措施保護之，並可能受相關**電子平台附件**所訂額外之進入及安全措施規定之拘束。

You shall implement and maintain all reasonable security procedures and measures (including those set out in any applicable documentation) in order to protect your IT Systems, the Electronic Platform(s), the Electronic Materials or the Access Details against unauthorised use or access, and any systems or materials accessible through any Electronic Platform from unauthorised access, alteration, destruction, corruption or loss.

為保護貴公司之**資訊系統、電子平台、電子文件或登入資料**不遭未經授權之使用或進入，並保護經由任何**電子平台**得以存取之任何系統或文件不受未經授權之登入、變更、毀壞、竄改或滅失，貴公司應實施並維護一切合理之安全程序及措施（包括任何適用之文件中所列者）。

You shall provide us with all reasonable assistance and information requested by us from time to time so we can make any security checks on any Electronic Platform as we consider necessary, desirable or appropriate.

貴公司應提供本行隨時要求之一切合理協助及資訊，使本行得就任何**電子平台**實施任何本行認屬必要、理想或適當之安全檢查。

Communication Functionality

通訊功能

This Clause 27 shall only apply to the extent that the Communication Functionality is made available to you via the Electronic Platform(s).

本第 27 條僅於允許貴公司透過**電子平台**使用**通訊功能**之限度內，方有適用。

You may request access to and use of the Communication Functionality and following such request, we may, in our sole and absolute discretion, grant you access to such Communication Functionality.

貴公司得請求進入並使用**通訊功能**，於請求後，本行得依本行之單方絕對決定權而賦予貴公司該**通訊功能**之使用權。

We reserve the right to suspend or cancel your or any User's access to the Communication Functionality at our sole and absolute discretion and without notice to you or the User.



就貴公司或任何**使用者**之**通訊功能**的使用權，本行保留依本行之單方絕對決定權，得不待通知貴公司或**使用者**即可逕予中止或取消之權利。

Unless otherwise specified in the relevant Electronic Platform Schedule, you and Users may not, and will not attempt to send orders or Instructions by means of the Communication Functionality. Without prejudice to any of our rights or remedies under these Conditions or otherwise at law (including in particular Clause 27.3 above), in the event that you attempt to send an Instruction by means of the Communication Functionality, then we shall be entitled (in our sole and absolute discretion) to accept or reject such orders or Instructions.

除相關**電子平台附件**另有規定者外，貴公司及**使用者**不得、亦不會試圖藉由**通訊功能**發送指示或**指令**。於不損及本行依本**條件**或其他法律上之任何權利或救濟（尤其，包括上開第 27.3 條）之情形下，若貴公司試圖藉由**通訊功能**發送**指令**，則本行將有權（依本行單方絕對決定權）接受或拒絕該等指示或**指令**。

You and each User agree to grant us a worldwide, perpetual, royalty-free, irrevocable, transferable licence to use, copy, modify, reproduce, display and distribute any Communication Material in any manner that we choose. Notwithstanding the foregoing, where a User chooses to upload an image or photograph for linking to his user ID (a "User Image"), this licence shall only extend to use of such User Image within the Electronic Platform(s).

貴公司及各**使用者**皆同意賦予本行一全球性、永久性、免付費、不可撤回、可移轉之授權，准許本行得以其擇定之任何方式使用、複製、修改、重製、展示及散布任何**通訊文件**。縱有前述規定，於**使用者**選擇上傳與其使用者代號連結之圖像或照片（下稱「**使用者圖像**」）時，本項授權之範圍僅以於**電子平台**內部使用該**使用者圖像**為限。

Users will ensure that User Images are appropriate for use within the Electronic Platform(s), and are not obscene, offensive, defamatory or abusive, and warrant that our use of the User Images will not infringe any third party rights including IPR.

使用者將確保**使用者圖像**適合於**電子平台**內使用，並無猥褻、粗俗、誹謗或濫用之情形，並保證本行使用**使用者圖像**之行為不會侵害任何第三人之權利（包括**智慧財產權**）。

You and each User must not use any Electronic Platform:

貴公司及各**使用者**不得以下列方式使用任何**電子平台**：

in a manner or transmit or upload or create any material or link to any material which is false, fraudulent, inaccurate or misleading, obscene, offensive, defamatory, abusive or in breach of any third party rights (including IPR and privacy rights) or applicable Laws;

其使用方式、或其傳輸、上傳或建立之任何文件、或其所連結之任何文件等，有虛偽、詐欺、不實或誤導、猥褻、粗俗、誹謗、濫用或侵害任何第三人之權利（包括**智慧財產權**及**隱私權**）或違反適用**法律**之情事；

to send unsolicited messages or communications in any form in contravention of any applicable Laws;

違反任何適用**法律**之規定，未經要求而主動寄發任何形式之訊息或通訊；

to send, post or host harassing, abusive, libellous or obscene materials or assist in any similar activities; or

寄發、刊登或持有具有騷擾性、濫用性、誹謗性或粗俗性之文件，或資助任何類似活動；或

to assist or permit any persons to engage in any of the activities described above.

幫助或容許任何從事上述任何活動之人。

You and each User agree to use the Communication Functionality solely for the purpose of communication in connection with accessing your Account(s) or using any Product.



貴公司及各**使用者**皆同意其使用**通訊功能**之目的，僅限於有關進入**貴公司帳戶**或使用任何**產品**之相關通訊。

You and each User acknowledge that the Communication Functionality is accessible by internal users of the BNP Paribas Group that belong to different business units, some of whom may not be permitted to access information which, if disclosed, would have a material impact on the market price of one or more securities or likely to be considered by a reasonable investor to be material for their investment decision ("Material Non-Public Information"). You and the Users undertake not to include any Material Non-Public Information in any Communication Material.

貴公司及各**使用者**承認，**法國巴黎銀行集團**分屬不同營業單位之內部使用者皆可使用通訊功能，其中部分人對於若予揭露，將對單一或多檔證券之市場價格有重大影響、或可能被理性投資人認為對其投資決策係屬重大之資訊（下稱「**重大未公開資訊**」），或無存取之權限。貴公司及**使用者**同意不會在任何**通訊文件**中加入任何**重大未公開資訊**。

You and each User acknowledge and agree that we may monitor and record use of any Electronic Platform and any Communication Material.

貴公司及各**使用者**承認並同意本行得監控並記錄任何**電子平台**及**通訊文件**之使用。

We reserve the right to remove without notice, material from any Electronic Platform, which in our sole and absolute discretion, is objectionable or violates these Conditions, third party rights or any applicable Laws.

經本行單方絕對決定權認為屬不當、或違反本條件、第三人之權利或任何適用**法律**之文件，本行保留不待通知而從任何**電子平台**中逕行移除之權利。

You and each User acknowledge that we are under no obligation to read, confirm, action a request, or otherwise respond to any communication made via the Communication Functionality. Consequently, you and each User acknowledge that all communications that require our urgent attention should be communicated to the relevant team within BNP Paribas by alternative means, such as by phone.

貴公司及各**使用者**承認，本行就任何經由**通訊功能**所為之往來聯繫，並無讀取、確認、處理請求事項或作出其他回應之義務。因此，貴公司及各**使用者**承認，所有需本行緊急注意之往來聯繫皆應以其他替代方式（如：電話）與**法國巴黎銀行**內部之相關團隊聯絡。

We accept no liability for any content or transmission of any Communication Material and without limiting Clause 6 (*Indemnity and Exclusion of Liability*), you shall indemnify and hold us harmless against any third party liabilities, claims, costs, Loss or damage that we or any other member(s) of the BNP Paribas Group incur as a result of your and any User's use of the Communication Functionality.

本行就任何**通訊文件**之任何內容或傳輸，概不負責；並且，於不限制第 6 條（**賠償及責任排除**）之情形下，貴公司應賠償本行或**法國巴黎銀行集團**其他任何成員，使其免遭因貴公司或任何**使用者**使用**通訊功能**所生之任何對第三人所負責任、或任何請求、成本、**損失**或損害。

IPR and Electronic Platforms

智慧財產權及電子平台

Without prejudice to Clause 14.10 (*IPR*), all right, title, interest and IPR in any Electronic Platform and Electronic Materials are the property of BNP Paribas or its licensors. BNP Paribas will have the conduct of all claims, disputes and proceedings relating to any such IPR (including any proceedings to which you are a party) (each, a "IPR Claim"). BNP Paribas will, in its sole and absolute discretion, decide what action (including litigation, arbitration or compromise), if any, to take in respect of IPR Claims. BNP Paribas will not be obliged to bring or defend any proceedings in relation to any such IPR.

於不損及第 14.10 條（智慧財產權）規定之前提下，對於任何**電子平台**及**電子文件**之一切權利、所有權、利益及**智慧財產權**，悉屬**法國巴黎銀行**或其授權人之資產。**法國巴黎銀行**將就任何此等**智慧財產權**主張一切之請求、糾紛及程序（各項下稱「**智慧財產權請求**」）。**法國巴黎銀行**將依其單方絕對決定權，決定關於**智慧財產權請求**



所擬採取之行為（如有，包括訴訟、仲裁或和解）。法國巴黎銀行並無就任何此等智慧財產權提起任何程序或予以防禦之義務。

You and the Users may use, display, download and print copies of Electronic Materials for Permitted Purposes. However, all other use or dissemination of Electronic Materials (by any means and in whole or in part) is prohibited without the prior written permission of BNP Paribas. In addition, you shall ensure that you and your Users, employees and agents do not delete or amend any copyright or other notices displayed on the Electronic Materials or any copies of them.

貴公司及**使用者**得基於**許可目的**而使用、展示、下載並列印**電子文件**之複本。然而，未得**法國巴黎銀行**之事先書面允許，**電子文件**不得為一切其他之使用或散播（就其全部或一部以任何方法所為，皆同）。此外，貴公司應確保貴公司及其**使用者**受雇人及代理人不會刪除或變更**電子文件**或其任何影本上所示之任何著作權或其他通知。

Except with our prior written approval, you may not under any circumstances amend the installation or download, copy, reproduce, represent, modify, improve, create derivative works from, adapt, compile or decompile, provide, broadcast, transfer, transmit, communicate, reverse engineer, tamper with or disclose or make available to other parties or transfer, on any media or using any procedure whatsoever, in any way any part of any Electronic Platform provided by us to you in any way.

除經本行事前書面同意者外，於任何情形下貴公司皆不得以任何方式於任何媒體上或利用任何程序而變更安裝或下載、複印、重製、體現、修改、改良、創作衍生物、改編、編譯或反譯、提供、廣播、移轉、傳輸、傳播、反向工程、竄改、或向他人揭露或提供或移轉本行以任何方式提供貴公司之任何**電子平台**之任何部分。

The "BNPP" trade mark is owned by BNP Paribas and nothing contained on any Electronic Platform or these Conditions shall constitute the grant of a licence to use such trade mark.

「BNPP」商標為**法國巴黎銀行**所有，任何**電子平台**或**本條件**中之任何規定概不構成使用該等商標之授權。

Notwithstanding Clause 7.4 (*Survival of Conditions*), this Clause 28 shall survive any termination of these Conditions for a period of five years. Nothing in these Conditions shall be deemed to limit the effect of applicable Laws protecting IPR after the expiration of such period.

縱有第 7.4 條(存續條款)之規定，本第 28 條於**本條件**終止後五年內，仍將存續。此項期間屆滿後，不得將本條件中之任何規定視為限制了所適用保護**智慧財產權**法律之效力。

Extent and Limitation of Responsibility for the Electronic Materials

電子文件之責任範圍及限制

We may make available on, through or via any Electronic Platform or any related tools or functionality, information, data and other content of a general nature such as general market research and analysis ("Electronic Materials"). In doing so we shall use our reasonable efforts to ensure that the Electronic Materials are compiled from sources that we believe to be reliable and accurate. However, we make no representation, express or implied, that the contents of the Electronic Materials or any opinions based thereon and contained in the Electronic Materials are accurate or complete, and the Electronic Materials may be incomplete or condensed and may be subject to change without notice.

本行可能在任何**電子平台**上或經由、透過任何**電子平台**或任何相關工具或功能，提供諸如一般市場研究及分析等一般性之資訊、資料及其他內容（下稱「**電子文件**」）。於此，本行應盡本行合理努力以確保**電子文件**係由本行相信為可靠且正確之來源彙編而成。然而，本行並未聲明（明示或默示）**電子文件**之內容、或**電子文件**中以之為基礎之任何意見係屬正確或完整，並且，**電子文件**可能不完整或經濃縮摘要，並可能不待通知即變更其內容。

The Electronic Materials are of a general nature and cannot and do not take into account your financial circumstances or investment objectives, and in respect of any Electronic Materials drafted solely for marketing purposes, do not constitute an offer or a solicitation to engage in any trading strategy or to purchase or sell



any financial instruments. Given the Electronic Materials' general nature, the information included in the Electronic Materials does not contain all the elements that may be relevant for you to make an informed decision in relation to any strategies or financial instruments discussed herein. Accordingly, nothing in the Electronic Materials may be construed as a personal recommendation or investment advice and should not be the sole basis for any evaluation of any Instruction by you. You acknowledge and accept that you will make an independent decision when issuing any Instruction. In assessing the merits and suitability of any Instruction, you should give due consideration to the legal, tax, accounting, regulatory, financial and other related aspects thereof. You should carefully consider, among other things, its eligibility to issue the Instructions under applicable Law in any relevant jurisdiction and should review any specific risk disclosure included in, attached or linked to specific Electronic Materials or contained in any Electronic Platform Schedules. You shall also be aware and shall be responsible for compliance with any particular short-selling restrictions that may apply under applicable Law.

電子文件之性質屬一般性之內容，並未將貴公司之財務狀況或投資目標納入考量，並且，就任何專為行銷目的而撰擬之電子文件而言，此等電子文件亦不構成從事任何交易策略或買賣任何金融工具之要約或招攬。鑑於電子文件之一般性，電子文件中所含之資訊並不具備貴公司就此處所討論之任何策略或金融工具欲作出「受告知之決定」所相關之一切要素。因此，不得將電子文件中之任何內容解釋為針對個人之建議或投資忠告，亦不應作為貴公司就任何指令進行任何評估之唯一基礎。貴公司承認並接受，貴公司於發出任何指令時，將獨立作出決策。於評估任何指令之優劣及適合度時，貴公司應適當考量其法務、稅務、會計、法規、財務及其他各相關方面事項。除其他事項外，貴公司應審慎考量其於任何相關管轄權領域內依所適用之法律得否發出該等指令之適格問題，並應審閱特定電子文件中所包含、檢附或連結、或任何電子平台附件中所含有之任何特定風險揭露內容。貴公司亦應知悉並應負責遵守依據適用之法律而可能適用之任何特定之賣空限制。

Except to the extent such liability may not be excluded or limited by applicable Law and subject to Clause 6 (*Indemnity and Exclusion of Liability*) and Clause 31 (*Liability with Respect to Electronic Platforms*), we: (i) undertake no obligation and assume no responsibility or liability (whether express or implied) to any person concerning the Electronic Materials; and (ii) hereby exclude liability for all Losses that may be incurred or suffered by any person in connection with the Electronic Materials or their use, including for the consequences of reliance upon any opinion or statement contained in such Electronic Materials or any error or omission in them, whether negligent or not.

除非此等責任依適用之法律不得予以排除或限制，並於受第 6 條(賠償及責任排除)及第 31 條(關於電子平台之責任)拘束之前提下，本行：(i)關於電子文件，不對任何人負有任何義務，亦不承擔任何責任（無論明示或默示）；且(ii)茲此排除對於任何人關於電子文件或其使用所可能產生或遭受之一切損失之責任，包括由於信賴該等電子文件中所含之任何意見或陳述、或電子文件中之任何錯誤或遺漏等所生之損失（無論有無過失）。

Links

連結

Without prejudice to Clause 14.9(b) and (c) (*Provision of Products through the internet*), the Electronic Platform(s) may contain links and hypertext links to other websites, which in turn may contain material that has been produced by issuers or independent providers not affiliated with us. We have no control over those other websites and accept no responsibility or liability for information or content provided, or opinion stated, on such websites.

於不損及第 14.9 條(b)及(c)(透過網際網路提供產品)規定之前提下，電子平台可能含有連接至其他網站之連結及超文件連結，該等網站可能含有非附屬於本行之機構所發出或獨立供應商所編製之內容。本行無法控制該等其他網站，就該等網站上所提供之資訊或內容、或所陳述之意見，本行不負任何責任。

Liability with Respect to Electronic Platforms

關於電子平台之責任

Without prejudice to Clause 6 (*Indemnity and Exclusion of Liability*), you and each User acknowledge that there are inherent security, confidentiality and other risks associated with access to and use of any Electronic Platform for which we assume no liability for, including:



於不損及第 6 條(賠償及責任排除)規定之前提下，貴公司及各使用者承認任何**電子平台**之進入及使用皆有其固有的安全性、機密性及其他風險，本行對之不負任何責任，包括：

any system, hardware, software (whether or not provided by us), communication or network failure, suspension, malfunction, processing error, defect, operating mistake, breakdown or overloading which results in inability or delays to use or access the Electronic Platform(s);

任何導致無法使用或進入**電子平台**或延誤其使用或進入**電子平台**之系統、硬體、軟體（無論是否由本行所提供）、通訊或網路中斷、暫停、故障、處理出錯、瑕疵、作業失誤、損壞或超載；

user errors, whether in the operation of any Electronic Platform of the keying in of Instructions;

使用者錯誤，不論是否於操作任何**電子平台**輸入**指令**時；

misuse, loss or unauthorised use of Access Details and unauthorised routing of orders;

登入資料之濫用、遺失或無權使用，以及訂單順序之無權排列；

capacity deficiencies, network vulnerabilities, control weaknesses, security shortcomings and breaches, sabotage, electronic eavesdropping, malicious attacks, phishing attacks, hacking incidents, fraudulent conduct and defective recovery;

能力不足、網路弱點、控制缺失、安全缺陷及違反、蓄意破壞、電子竊聽、惡意攻擊、網路釣魚攻擊、駭侵事件、詐欺行為及復原缺陷等；

losses due to the destruction of files or programmes or for any incident that would occur in respect of your equipment or your IT Systems arising from any assistance (or any wrong interpretation of remote assistance) given by us in any form or for any reason whatsoever;

由於檔案或程式之毀壞、或就貴公司之設備或**資訊系統**發生任何事件，而因本行以任何形式或基於任何原因所提供之任何協助（或任何對遠端協助之錯誤理解）所生之損失；

Malware affecting any emails, the internet, any Electronic Platform, your IT Systems or our IT Systems; and

影響任何電子郵件、網際網路、任何**電子平台**、貴公司**資訊系統**或本行**資訊系統**之**惡意軟體**；以及

the introduction of viruses, spyware or other harmful components that may interfere with any Electronic Platform, or your, the User's and our computer systems,

病毒、間諜軟體或其他可能干擾任何**電子平台**或貴公司**使用者**及本行電腦系統之有害元件等之傳入，

which may result in (amongst other consequences):

而可能導致（除其他後果之外）：

an inability to use and access any Electronic Platform;

無法使用及進入任何**電子平台**；

issue of Instructions and any consequent action being taken in respect of said Instructions;

發出**指令**以及任何因該等指令所採取之行為；

Instructions issued fraudulently or otherwise without consent or authorisation;

以詐欺或其他未經同意或授權之方式發出**指令**；



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delays, failures or inaccuracies in the execution of Instructions;

指令執行發生延誤、失敗或錯誤;

failures or inaccuracies in notifications, acknowledgements or confirmations relating to Instructions;

與指令相關之通知、承認或確認未為踐行或發生錯誤;

theft, loss or misappropriation of data (whether or not transferred through the Electronic Platform), passwords, Confidential Information or commercially sensitive information;

資料（無論是否經由電子平台而為移轉）、密碼、機密資訊或商業敏感資訊之竊取、遺失或挪用;

system failure; or

系統故障; 或

loss, damage, disruption to services or data, or other security vulnerabilities.

服務或資料發生損失、損害、中斷或其他安全弱點。

By electing to use the Electronic Platform(s), you agree to bear all such risks to the extent permitted by applicable Law.

藉由選擇使用電子平台，代表貴公司同意於適用法律許可之範圍內，承擔上述一切風險。

You agree that the exclusions and limitations set out in this Clause 31 and Clauses 6.3 (*Exclusion of liability*) and 6.4 (*Our liability limited to specific branch*) of these Conditions are reasonable in light of the nature of the Electronic Platform(s) and Electronic Materials, and the technology used to underpin them (including that the Internet is not a completely reliable transmission medium).

鑒於電子平台及電子文件之性質及其用以支援之科技（包括網際網路並非一種可完全信賴之傳輸媒體），貴公司同意本條件第 31 條及第 6.3 條(免責)、第 6.4 條(本行責任限於特定分行)所載之排除及限制規定係屬合理。

Users

使用者

You may request that persons acting on your behalf have access to the relevant Electronic Platform. You warrant that all names of persons provided to us to have access are duly authorised to use the relevant Electronic Platform, and to issue Instructions on your behalf in accordance with this Part D (*Electronic Platforms*). All actions taken by Users via any Electronic Platform, including issuing Instructions, will be binding upon you.

貴公司得請求以貴公司名義行事之人得享有進入相關電子平台之權限。貴公司保證所有提供予本行擬賦予進入權之人員姓名，皆經適當授權而得以使用相關之電子平台，並有權依本部分 D(電子平台)之規定以貴公司名義發出指令。

You may (if available and in accordance with this Clause 32) request one or both of the following methods of granting and managing access to an Electronic Platform for Users:

貴公司得（如有，並依第 32 條之規定）請求以下列任一種或以二種方式，核予並管理使用者進入電子平台之權限：

we may issue Access Details to each User whom you notify to us in writing should be granted access to that Electronic Platform; or



本行得向貴公司以書面通知本行應賦予進入該**電子平台**權限之每一**使用者**，核發登入資料；或

subject to Clause 32.3 below, we may issue Access Details to one or more Site Administrators notified by you to us in writing (the "**Site Administrator Arrangement**"). We will then issue Access Details to each User who the Site Administrator confirms in writing or via the administration functionality on the Electronic Platform to be granted access to the Electronic Platform,

於下開第 32.3 條規定之前提下，本行得向貴公司以書面（下稱「**網站管理員安排**」）通知本行之一位或多位「**網站管理員**」核發登入資料。嗣後，就網站管理員以書面、或經由**電子平台**上之管理功能而確認擬核給有進入**電子平台**權限之每一**使用者**，本行亦將核發登入資料，

and in each case, we may elect in our sole and absolute discretion, whether or not to grant you or any User such access arrangements.

且於上述任一情形，本行得依其單方絕對決定權，選擇是否核給貴公司或任何**使用者**該項進入平台權限之安排。

The Site Administrator(s) appointed by you may be granted (at your request, and subject to our sole and absolute discretion in accordance with this Clause 32) the power to do one or more of the following:

貴公司所指派之**網站管理員**可獲得（依貴公司之請求，並依本第 32 條規定，受本行單方絕對決定權之拘束）從事下列一項或多項事務之權力：

to request or terminate access to the relevant Electronic Platform for a User;

申請或終止**使用者**進入相關**電子平台**之權限；

to register or deregister Accounts to the relevant Electronic Platform;

於相關**電子平台**中註冊或註銷帳戶；

to set and modify each User's rights for the use of the relevant Electronic Platform, including access to Accounts;

設定並修改各**使用者**使用相關**電子平台**之權限，包括對帳戶之存取權限；

to request, set and manage any functionalities that are or may become available as part of the relevant Electronic Platform, and agree to and execute any relevant terms and/or documentation as required by us; and

申請、設定並管理相關**電子平台**中現有或將來可能提供之任何功能，以及依本行之要求同意並簽訂任何相關條款及/或文件；及

to request, set and manage alternative means to access and use the relevant Electronic Platform, and agree to and execute any relevant terms and/or Documents as required by us in relation to the same.

申請、設定並管理相關**電子平台**之替代進入及手段替代使用方式，並就該等方式，依本行之要求同意及簽訂任何相關條款及/或文件。

If you request or have previously requested and been granted the Site Administrator Arrangement, then you must provide evidence satisfactory to us (in our sole and absolute discretion) that the Site Administrator has the necessary authority to act as a Site Administrator in accordance with the authority arrangements in place with us.

若貴公司申請、或過去曾申請並獲得**網站管理員**安排者，貴公司應提供令本行滿意（依本行單方絕對決定權）之證據，證明該**網站管理員**依據貴公司與本行間現行之權限安排，具有擔任**網站管理員**所必要之權限。



If we permit you to use the Site Administrator Arrangement, you shall be solely responsible for the control and supervision of all Site Administrators.

若本行准許貴公司使用**網站管理員**安排，貴公司應單獨就所有**網站管理員**之控制與監督負完全責任。

You and any relevant Site Administrator will ensure that:

貴公司及任何相關**網站管理員**應確保：

only Users to whom Access Details have been issued will access or use (or attempt to access or use) the relevant Electronic Platform;

唯有獲核發登入資料之**使用者**可以進入或使用（或試圖進入或使用）相關電子平台；

each User shall use the relevant Electronic Platform only for the Permitted Purposes and in accordance with these Conditions;

每一**使用者**應僅為了許可目的、並依據**本條件**之規定使用相關電子平台；

each User is at all times (i) authorised to act as a User and to use the relevant Electronic Platform in accordance with these Conditions; and (ii) an individual to whom it would be appropriate to grant such use and access given the nature of that Electronic Platform (as the case may be); and

每一**使用者**不論何時，皆：(i)經授權以**使用者**之身份行事，並依**本條件**之規定使用相關電子平台；並且(ii)鑒於該電子平台之性質，該使用者為適於賦予此項使用及進入權之人（依其情形適用）；及

Access Details (other than Authorisation Devices) are kept strictly confidential and Authorisation Devices are kept secure and safe.

登入資料（除**授權裝置**以外）應嚴予保密，**授權裝置**則應保護其安全。

We reserve the right (without liability to you or any User) to suspend use and access to any Electronic Platform (or any part thereof), including the Communication Functionality, or suspend your Access Details or any User's Access Details at any time for such period or periods we consider appropriate in our sole and absolute discretion if: (i) suspension is necessary for the purposes of (routine or emergency) maintenance; (ii) for security or technical reasons; or (iii) suspension is necessary to avoid or reduce any material damage or disadvantage to either Party. We shall use reasonable endeavours, where permitted by applicable Law, to give notice to you of such suspension.

如有下列任一情事，本行保留自任何時點起，依本行單方絕對決定權認為屬適當之期間內，暫停任何**電子平台**（或其任何部分，包括**通訊功能**）之使用與進入，或暫停貴公司之**登入資料**或任何**使用者**之**登入資料**之權利（對貴公司或任何**使用者**無須負任何責任）：(i)為（例行或緊急）維修目的所必要之暫停；(ii)基於安全或技術上之理由；或(iii)為避免或降低任一方**當事人**之任何重大損害或不利所必要之暫停。於所適用之**法律**允許之情形下，本行應盡合理之努力通知貴公司該項暫停事宜。

If a User ceases to be your employee or otherwise in your service or authorised to act on your behalf, or an event described in Clause 32.7 above occurs, or we notify you that we are terminating such User's right to access and use any Electronic Platform, you will: (i) immediately notify us in writing by email to the electronic address notified by us to you, from time to time (save where you have received notification from us of such termination), and ensure the User ceases to access and use any Electronic Platform, and (ii) promptly destroy and dispose of any Access Details that were issued to that User by us.

若**使用者**不再受雇於貴公司、或不再為貴公司提供服務、或不再具備以貴公司名義行事之權限，或有上開第32.7條所述之任一情事發生，或本行通知貴公司本行擬終止該**使用者**進入及使用任何電子平台之權利，則貴公司將：(i)立即以電子郵件寄發書面通知至本行可隨時通知貴公司之電郵地址（除貴公司已自本行接獲該項終止通知之情形者外），並確保該**使用者**不再進入及使用任何**電子平台**，以及(ii)立即破壞並銷毀本行曾核發予該**使用者**之任何**登入資料**。



Without prejudice to Clause 2.2 (*Your representations*), you warrant and represent that the following are and will be true each time that you or a User accesses or uses any Electronic Platform:

於不損及第 2.2 條(貴公司的聲明)規定之前提下，貴公司保證並聲明，於貴公司或**使用者**每次進入或使用任何**電子平台**時，下列事項皆為真實且將來亦將為真實：

you and each User has all requisite power, authority and approvals (including regulatory approval) to enter into and perform its obligations under these Conditions or to use or access the Electronic Platform(s);

貴公司及各**使用者**皆具有締結本條件並履行其於**本條件**下所負義務、或使用或進入**電子平台**所必要之一切權力、權限及核准（包括法令要求之核准）；

these Conditions, and each Instruction, form valid and legally binding obligations on you; and

本條件及各筆**指令**皆對貴公司構成有效並具法律上拘束力之義務；及

your performance for your own account pursuant to these Conditions and each Instruction and entry into any Electronic Platform Schedules does not and will not violate, contravene, conflict with or constitute a default under any law, regulation, rule, decree, order, judgment or charge, contract, trust deed or other instrument binding on you, or any of your respective assets or (if it is a corporation) any provision of its Memorandum and Articles of Association (or equivalent constitutional documents).

貴公司為其自身利益而依**本條件**及各筆**指令**所為之履行、以及任何**電子平台附件**之簽訂，於現在及將來皆不至違反、抵觸任何法律、法規、規則、法令、命令、判決或擔保、契約、信託契約或其他對貴公司、貴公司之任何各別資產有拘束力之契據、或（如其為一公司組織）其組織章程大綱及章程細則之規定（或與其相當之章程性文件）等，亦不至與前述任何規定發生衝突、或構成前述任何規定項下之違約。

You shall ensure that only Users that are authorised by you will have access to the relevant Electronic Platform on behalf of yourself.

貴公司應確保唯有經貴公司授權之**使用者**得以貴公司之名義進入相關電子平台。

You will provide us promptly on request with all information that we may reasonably require from time to time in connection with (i) your and your Users' access to or use of the Electronic Platform(s), and (ii) any Instructions.

一經請求，貴公司將立即提供本行所隨時合理要求有關下列事項之一切資訊：(i)貴公司及貴公司**使用者**進入或使用**電子平台**之情形，及(ii)任何**指令**。

You will not, and will ensure that any other person using any Electronic Platform on your behalf will not, do any of the following:

貴公司不會從事下列任何行為，並將確保以貴公司名義使用任何**電子平台**之其他任何人亦不會從事下列任何行為：

intentionally omit, delete, forge or misrepresent transmission information, including headers, return mailing and internet protocol addresses;

蓄意省略、刪除、偽造或陳述不實之傳輸資訊，包括標題、回郵地址及網際網路協定位址等；

engage in any activities or actions intended to withhold or cloak any entity's or individual's identity or contact information;

從事任何意圖隱瞞或遮掩任何實體或個人之身份或聯絡資訊之活動或行為；

use any Electronic Platform for any illegal purposes, in violation of any applicable Laws or the rules of any other applicable service providers, websites or the like; or



為任何非法之目的、違反任何適用之**法律**或其他所適用之任何服務供應商、網站或類似之規則，而使用任何**電子平台**；或

assist or permit any persons to engage in any of the activities described above.

幫助或允許任何人從事上列所述之任何活動。

You agree that it is your own obligation and duty to ensure that the User has sought full, comprehensive and competent advice in a language it is conversant in from independent advisers in relation to rights and obligations contained in these Conditions. Subject to Clause 32.7 above, you further waive any right to any challenge or defence in relation to any Instruction or agreement based on any claim, assertion or otherwise that the User did not understand the legal effect of (or the provisions stated in) that Instruction or any other agreement so entered into on any Electronic Platform.

貴公司同意，確保**使用者**就**本條件**中所規定之權利及義務，業向獨立顧問以其精通之語言尋求完整、全面且充足之意見，乃貴公司本身應負之義務及職責。於上述第 32.7 條之限制下，就任何指令或協議，貴公司進一步拋棄基於**使用者**不瞭解於任何**電子平台**上所為之該等指令或其他任何協議之法律效果（或其中所述之條款）之任何指稱、主張或其他事由，而為任何異議或抗辯之權利。

Amendment

修訂

Without prejudice to Clause 14.4.1 (*Variation*), we may amend this Part D (*Electronic Platforms*) by notifying you of the amendments, which may include by conspicuously posting the amended provisions of this Part D on any Electronic Platform, and you or the User clicking to accept such amended terms via that Electronic Platform. If you do not wish to be bound by the amended terms, you shall ensure that you or the Users do not click to accept the amended terms, and that you or the Users do not continue to use the part of the Electronic Platform to which the updated terms relate.

於不損及第 14.4.1 條(變更)規定之前提下，本行得經通知貴公司後修改本 D 部分(電子平台)，此項通知之方式包括將本 D 部分修訂後之條款以顯著方式刊登於任何**電子平台**，並由貴公司或**使用者**透過該**電子平台**點選接受該等修訂條款，亦屬之。若貴公司不願受該修訂條款所拘束，貴公司應確保貴公司或**使用者**不應點選接受修訂條款，並確保貴公司或**使用者**不應繼續使用與該等更新條款相關之該部分**電子平台**。

Without prejudice to Clause 14.4.2 (*Variation*), any amendment will take effect on such date as we will specify, which date will be no earlier than applicable Law may require, but otherwise may be immediately where the amendment is to reflect a change of applicable Law and at least ten (10) days after despatch of the notice or posting on the Electronic Platform referred to in Clause 33.1 above in all other cases. You and the Users shall be deemed to have accepted any such amendment if you or a User continues to access and use the relevant Electronic Platform or Electronic Materials after the applicable date.

於不損及第 14.4.2 條(變更)規定之前提下，任何修訂將於本公司所訂定之日期開始生效，該等日期不會早於所適用**法律**之規定，但除此之外，若該項修訂係為反映適用**法律**之變更，則可能為立即生效，其他所有情形則於發送通知後或依上開第 33.1 條所述刊登於**電子平台**後至少十(10)日後生效。貴公司及**使用者**在修訂條款所適用日期後如繼續進入及使用相關之**電子平台**或**電子文件**時，即應視為願受該修訂條款所拘束。

No Offer or Advice

非要約或建議

Without prejudice to Clause 1.2 (*Our role*) and Clause 29 (*Extent and Limitation of Responsibility for the **Electronic Materials***), we provide no legal, tax, accounting, investment or other advice with respect to the use and access of the Electronic Platform(s), the entry into any Electronic Platform Schedules or the issuance of any Instructions, or makes any recommendation regarding the suitability of any Electronic Platform, or any Instruction for your requirements and objectives, and has no fiduciary duties toward you. We will not be liable for any opinion or view that is provided.



於不損及第 1.2 條(本行的角色)及第 29 條(電子文件之責任範圍及限制)規定之前提下，關於**電子平台**之使用及進入、**電子平台附件**之簽訂或任何**指令**之發出，本行概未提供任何法律、稅務、會計、投資或其他意見，或就任何**電子平台**或任何**指示**對於貴公司之要求或目標之適合性作出任何建議，對於貴公司亦不負任何受託人責任。本行對於所提供之任何意見或看法，概不負責。

Termination

終止

Without prejudice to Clause 7.1 (*Suspension and termination*), we may terminate the use and access of any Electronic Platform (in whole or in part) with immediate effect and without prior notice, including in the following circumstances:

於不損及第 7.1 條(暫停和終止)規定之前提下，於下列情形時，本行得不經事前通知而立即終止任何**電子平台**（全部或一部）之使用及進入：

you have breached a material obligation of these Conditions or did not remedy a non-material obligation within 30 calendar days from the date we sent written notice of such breach to you;

貴公司違反**本條件**所規定之重要義務，或於本行寄發書面通知貴公司違反非重要義務後 30 個日曆日內，貴公司仍未補正者；

any representation or statement made by you in these Conditions or a document made or delivered under or in connection with the use and access to any Electronic Platform is incorrect or misleading in any material respect; or

貴公司於**本條件**中、或因使用及進入任何**電子平台**或與之有關而製作或交付之文件中所為之任何聲明或陳述，在任何重要部分有不正確或誤導情事者；或

you become insolvent and/or any step is taken by you or any person in order to declare your bankruptcy, winding-up, judicial management, receivership or dissolution or any equivalent event which would have similar effects to those events mentioned above, provided that termination is permissible in such circumstances under applicable Law.

貴公司陷於無清償能力，且/或貴公司或任何人採取任何宣告貴公司破產清算司法管理接管解散或任何與上述事件具有類似效力之相當事件，但以所適用之**法律**允許於該等情形下可以終止者為限。

On the termination of the use and access of any Electronic Platform (in whole or in part):

於終止任何**電子平台**（全部或一部）之使用及進入時：

your and your Users' right to use all of the relevant Electronic Platform and Electronic Materials shall cease;

貴公司及其**使用者**使用所有相關**電子平台**及**電子文件**之權利應即終止；

we will terminate your and your Users' access to and use of the relevant Electronic Platform and invalidate all or any relevant Access Details; and

本行將終止貴公司及其**使用者**就相關**電子平台**之進入及使用，並將所有及任何相關之**登入資料**予以作廢；及

you will promptly destroy and dispose of any Authorisation Devices (or any equivalent devices) that were issued to you or to the Users or any other Access Details that are otherwise not required.

貴公司將立即破壞並銷毀任何核發貴公司或**使用者**之**授權裝置**（或任何相當之裝置）、或未經其他規定要求銷毀之其他任何**登入資料**。



BNP PARIBAS

Termination of use and access of any Electronic Platform (in whole or in part) for whatever reason shall not affect (i) any rights, liabilities or obligations which accrued before such termination, including, for the avoidance of doubt, those relating to any Instructions issued prior to the date of termination; or (ii) any part of these Conditions that is intended to continue to have effect after such termination.

無論基於任何理由而終止任何**電子平台**（全部或一部）之使用及進入，皆不影響：**(i)**於該項終止前已生之任何權利、責任或義務，為免疑義，並包括與終止日前所發出之任何**指令**有關者；或**(ii)**本條件中任何於該項終止後仍欲延續其效力之部分規定。

Assignment And Novation

轉讓及替換

Except as provided (i) in Clause 14.7 (*Rights of Third Parties*); and (ii) in respect of Third Party Providers as set out in any applicable Electronic Platform Schedules, these Conditions are not intended to be for the benefit of, and shall not be enforceable by, any person other than us and you.

除依：**(i)**第 14.7 條(*第三方權利*)；及**(ii)**有關任何所適用之**電子平台附件**中所列之**第三方提供者**之規定者外，**本條件**並非為本行及貴公司以外之任何人之利益所訂定，亦不得由本行及貴公司以外之任何人執行之。



PART E – DEFINITIONS AND INTERPRETATION
E 部分 - 定義和解釋

24. DEFINITIONS

定義

"**Access Details**" means the username, password, Authorisation Device, PIN and/or such other security devices or details, and any information or procedure guides or documentation, in whatever form and on whatever media, issued to you or to your Users or thereafter selected by them, from time to time, in order to enable them to access or use any Account or Product, including the Electronic Platform;

"**登入資料**" 指以任何形式、經任何媒體所核發予貴公司或其使用者、或嗣後由其隨時擇定之使用者名稱、密碼、授權裝置、PIN 個人識別碼及/或其他安全裝置或資料，以及任何資訊或程序指南或文件，以使該等人士得以進入或使用任何帳戶或產品，包括電子平台；

"**Account**" means one or more accounts held by you with us from time to time;

"**帳戶**"指貴公司不時開立在本行的一個或多個帳戶。

"**Account Opening Documentation**" means any account opening form or application form signed by or for and on behalf of you in connection with the provision of one or more Accounts or Products as may be supplemented or varied from time to time;

"**帳戶開立文件**"指貴公司簽署或代表貴公司簽署的，與提供一個或多個**帳戶**或**產品**有關的任何帳戶開立表或申請表（可能不時補充或變更）。

"**Affiliate**" in relation to a company, means any branch of that company or any entity controlled, directly or indirectly, by that company, any entity that controls, directly or indirectly, that company or any entity directly or indirectly under common control with that company. For this purpose, "**control**" of any entity means ownership of 10% or more of the issued share capital of that entity;

"**關聯公司**"就一家公司，指該公司的任何分公司，或受該公司直接或間接控制的任何實體，直接或間接控制該公司的任何實體，或直接或間接與該公司受共同控制的任何實體。為本條之目的，"**控制**"任何實體指擁有該實體10%或以上已發行股份。

"**Affiliate Customer**" means any of your Affiliates that we have agreed, from time to time, to provide an Account or a Product;

"**關聯客戶**"指本行已經同意不時向其提供**帳戶**或**產品**的任何貴公司的**關聯公司**。

"**Agreed Currency**" means the currency, as notified by us to you, in which any payment in respect of any Account or Product is to be made;

"**同意的貨幣**"指本行通知貴公司的就任何**帳戶**或**產品**將要用於支付的貨幣幣別。

"**Agreement**" means, subject to Clause 1.1.2 (*Accounts and Products*), these Conditions, any applicable Product Schedule, any applicable Country Schedule, the Account Opening Documentation and any applicable Operational Materials, each as may be updated or replaced;

"**合約**"於第 1.1.2 條（**帳戶及產品**）規定之拘束下，指本**條件**、任何適用的**產品附件**、任何適用的**國家附件**、**帳戶開立文件**和任何適用的**操作文件**的總稱，每一個可能被更新或取代。

"**AML Laws and Policies**" has the meaning given to it in Clause 12 (Compliance with Laws);

"**洗錢防制法律和政策**"具有第 12 條（**遵守法律**）賦予的含義。

"**Applicable Rate**" means our then prevailing exchange rate or, if unavailable, such rate as reasonably determined by us;

"**適用的匯率**"指本行當時適用的匯率，或，如本行當時沒有適用的匯率，指本行合理決定的匯率。

"**Authorised Person**" means (i) each person named or otherwise identified in the Account Opening Documentation or notified to us from time to time to act on your behalf in giving Instructions and performing any other acts, discretions or duties under the Agreement or with respect to the operation or use of any Product or the maintenance of any Account; and (ii) where Part D (*Electronic Platforms*) is applicable, includes each User;



"被授權人"指(i)在帳戶開立文件中指名或以其他形式特定、或不時通知本行代表貴公司發出指令並履行合約項下或與操作或使用任何產品或維持帳戶有關的任何行為、決定或職責的每一人；及(ii)於 D 部分有適用之情形，並包括每一使用者。

"Authority" means any supranational, governmental, quasi-governmental, regulatory, administrative, law enforcement or supervisory body, entity, department, office, institution or court or tribunal of competent jurisdiction, stock exchange or any other exchange, clearing house, depository or trade repository, or any other authority, body, entity, department, office or institution;

"主管機關"指任何國際的、政府的、準政府的、監管的、行政性的、執法或監督機構、實體、部門、辦公室、有適當管轄權的機關、法庭或仲裁庭、證券交易所或其他交易所、清算所、保管機構或交易資料儲存庫、或任何其他權力機構、組織、實體、部門、辦公室或機關。

"Authorisation Device" means any pass-code card or equivalent device which generates a number for use with your or the User's corresponding PIN to create a password to enable entry onto the Electronic Platform(s);

"授權裝置"指任何通行碼卡片或同類裝置，此裝置會產生一組號碼以與貴公司或其使用者所對應之 PIN 共同使用，即可產生一組得以進入電子平台之密碼；

"BNP Paribas" means BNP Paribas and its successors and assigns;

"法國巴黎銀行"指法國巴黎銀行和其承繼人和受讓人。

"BNP Paribas Group" means BNP Paribas, its Affiliates and any of their respective head office, branches, sub-branches, regional offices and representative offices;

"法國巴黎銀行集團"指法國巴黎銀行，其關聯公司和他們各自的總部、分行、支行、地區辦公室和代表處。

"Business Day" means a day (other than a Saturday or Sunday) on which we are open for the transaction of ordinary banking business in the jurisdictions where the applicable Account is held with us or Product is provided by us and:

- (a) where an Instruction or communication is being addressed, the jurisdiction to which such Instruction or communication is addressed;
- (b) where a payment is being made or received, the home jurisdiction of the relevant currency; and
- (c) where a payment is being made to an account, the jurisdiction where that account is located;

"營業日"指在開立適用帳戶或提供產品的管轄區開門從事一般銀行業務營業之日（不包括週六或周日），管轄區指：

- (a) 如一個指令或通訊被發出，該指令或通訊要到達的管轄區；
- (b) 如一筆支付被付出或收到，相關貨幣的原管轄區；
- (c) 如一筆支付被付至一個帳戶，該帳戶所在地的管轄區。

"Client Counterparty" means a person (other than BNP Paribas and/or any other member of the BNP Paribas Group) with whom you enter into a transaction;

"客戶交易對手"指與貴公司進行交易之人（法國巴黎銀行及/或法國巴黎銀行集團之其他任何成員以外之人）；

"Cleared Funds" means funds deposited into or standing to the credit of an Account that we have received full and final payment that cannot be reversed or cancelled;

"已結清資金"指存入帳戶的資金或帳戶的貸方資金，這些資金是本行已經收到的全額和最終的支付，並且不會被逆轉或撤銷。

"Communication Functionality" means online chat and messaging features, including the ability to send and receive information, made available within the Electronic Platform in accordance with Clause 27 (Communication Functionality) above;

"通訊功能"指依上開第 27 條（通訊功能）於電子平台中所提供之線上聊天及訊息功能，包括得以傳送並接收資訊之功能；



"**Communication Material**" means any material (including User Images), information or communications shared, transmitted or uploaded by you or a User using the Communication Functionality;

"**通訊文件**" 指貴公司或使用者使用通訊功能所分享、傳輸或上傳之任何文件（包括使用者圖像）、資訊或往來聯繫；

"**Conditions**" means these General Banking Terms and Conditions as may be supplemented, amended, updated or replaced from time to time;

"**條件**"指本一般銀行條款和條件，可能不時被補充、修改、更新或取代。

"**Confidential Information**" is as defined in Clause 11.1 (*Duty of confidentiality*) above;

"**機密資訊**" 如上開第 11.1 條 (*保密義務*)之定義；

"**Correspondent**" means a financial institution used by us to make a payment directly or indirectly to a payee and includes any intermediary correspondent;

"**往來行**"指本行為直接或間接向收款人付款而使用的一個金融機構，包括任何中介機構。

"**Country Schedule**" means a country schedule documenting the country specific terms and conditions applying to an Account or a Product as may be supplemented, amended, updated or replaced from time to time;

"**國家附件**"指一個國家附件，載明適用於**帳戶**或**產品**的國家特定條款和條件，其可能被不時的補充、修改、更新或取代。

"**Customer**" means the person or persons named in the Account Opening Documentation and its or their successors and permitted assigns;

"**客戶**"指帳戶開立文件中指明的人和其繼承人和允許的受讓人。

"**Deposit**" means any deposit we receive from you in cash or any Non-Cash Deposit;

"**存款**"指本行從貴公司處收到的以現金或任何**非現金存款**表示的任何存款。

"**Electronic Materials**" is as defined in Clause 29.1 (*Extent and Limitation of Responsibility for the Electronic Materials*) above;

"**電子文件**" 如上開第 29.1 條 (電子文件之責任範圍及限制)之定義；

"**Electronic Platform Schedules**" means the Connexis Connect/Gateway Product Schedule, the Connexis Cash Product Schedule and any other terms or conditions relating to any Electronic Platform;

"**電子平台附件**" 指 Connexis Connect/Gateway 產品附件、Connexis 現金產品附件及其他與任何電子平台有關之任何條款或條件；

"**Electronic Platform**" means a website, platform or network (including any or all platforms, websites or networks that are accessible through such website, platform or network), whether operated by us or not, through which a Product is delivered or made available to you or operated by you, or an Account is accessed or operated by you, by electronic means;

"**電子平台**"指以電子方式藉以向貴公司遞送或提供產品、或貴公司藉以操作產品、進入或操作帳戶之一個網站、平台或網路（包括透過該網站、平台或網路而得以存取之任何或所有之平台、網站或網路），無論是否由本行操作；

"**FATCA Withholding Tax**" has the meaning given in Clause 5.5 (*Foreign Account Tax Compliance Act*);

"**FATCA 代扣代繳稅制度**" 具有第 5.5 條 (*外國帳戶稅收遵從法*) 賦予的含義；

"**File Converter**" is defined in Clause 20.1 (*File Converters*) above;

"**檔案格式轉換服務**" 如上開第 20.1 條 (檔案格式轉換服務)之定義；

"**Foreign Exchange Transaction**" means the purchase of one currency in exchange for the sale of another currency on a spot basis;

"**外匯交易**"指以即期交易形式以一種貨幣購買另外一種貨幣。

"**Indemnified Persons**" has the meaning given in Clause 6.1 (*Indemnity*);



“受賠償人”具有第 6.1 條（賠償）賦予的含義。

"Instruction" means an instruction, howsoever made (including where such instruction is sent utilising a mechanism made available through any Electronic Platform), from any person relating to or in connection with an Account or a Product, including:

- (a) to credit or debit any Account;
- (b) to acquire, deposit, dispose, renew, withdraw or do any transaction or act in respect of any Account or Product; and
- (c) all dealings and transactions in general in relation to any Account or Product.

“指令”指任何人發出的與帳戶或產品有關的指令，不管如何作出（包括該項指令係使用透過任何電子平台所提供之機制而發出之情形），指令包括：

- (a) 記入任何帳戶的貸方或借方；
- (b) 就任何帳戶或產品，取得、存入、處理、更新、提取或從事任何交易或行動；和
- (c) 關於任何帳戶或產品的所有一般交易和往來。

"International Payment" means a payment made from an Account to a payee account in a jurisdiction different from the jurisdiction in which such Account is held.

“國際支付”指一個帳戶向一個位於不同管轄區的收款人帳戶支付。

"IPR" means intellectual property rights, including patents, trade marks, design rights, copyrights, database rights, trade secrets and all rights of an equivalent nature anywhere in the world, together with any applications or rights to apply for the foregoing;

“智慧財產權”指包括專利、商標、設計版權、著作權、資料庫權、營業秘密及世界各地具有相同性質之一切權利在內之智慧財產權，並連同任何申請上開各項權利之申請案或權利；

"IPR Claim" is as defined in Clause 28.1 (*IPR and Electronic Platforms*) above;

“智慧財產權請求”如上開第 28.1 條（智慧財產權及電子平台）之定義；

"IT Systems" of an entity means the electronic hardware, browsing software and internet and network connections used by that entity to access and use any Electronic Platform;

“資訊系統”指一實體用以進入並使用任何電子平台之電子硬體、瀏覽軟體及網際網路與網絡連線，即為該實體之“資訊系統”；

"Law" means:

- (a) treaties, acts, ordinances, regulations, by - laws, orders, awards, proclamations, directions and practice notes (whether civil, criminal or administrative) of any country, state, territory or Authority concerning any matters including, but not limited to, capital adequacy, prudential limits, liquidity, reserve assets or Tax;
- (b) authorisations, certifications, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Agreement;
- (c) all other Laws from which legal rights or obligations may arise; and
- (d) any official directive, request, guideline or policy (whether or not having the force of Law) with which responsible banks generally comply with in carrying on their business.

“法律”指

- (a) 與任何事務有關，包括但不限於與資本適足率、審慎監管限制、流動性、準備金或稅務有關的任何國家、政府或主管機關的條約、法令、條例、規章、章程、命令、裁決、公告、指引和應用準則（無論是民事、刑事或行政）；
- (b) 有管轄權的機構的授權、證明、許可、同意、特許、核准和要求；
- (c) 所有其他可能引起法律權利或義務的法律；和



(d) 負有責任的銀行在從事業務時一般遵守的任何政府指令、要求、準則或政策（不管是否具有法律效力）。

"Local Practice" means, in respect of any Account or Product, any rules, guidelines, practices, customs, usages or determinations (regardless of whether they are written or unwritten, issued by an Authority or not, or mandatory or informal) that we determine are applicable to the operation or use of that Account or Product in the location or jurisdiction where that Account is opened or that Product is provided.

“當地慣例”指，就任何帳戶或產品，本行決定適用於帳戶或產品的操作或使用的該帳戶開立地或產品提供地的任何規則、指南、慣例、習俗、習慣或決定（不管是書面的或非書面的、由有權機關頒佈的或非由有權機關頒佈的、強制性的或非正式的）。

"Loss" means any loss, damage or expense whether direct or indirect, including any loss of profit, loss of revenue, loss of data, loss of opportunity, loss of contract, loss of goodwill, loss of reputation, loss of fees, increased cost of working, any indirect, consequential, special, punitive, or incidental loss, or any loss resulting from liability to any other person (and in each case whether the foregoing arise in contract, tort, negligence or otherwise);

“損失”指任何無論直接或間接之損失、損害或花費，包括任何所失利潤、所失收益、所失機會、所失契約、所失商譽、所失名譽、所失費用、增加之工作成本、任何間接性、從屬性、特殊性、懲罰性或衍生性損失，或由於對其他任何人所負責任所致之任何損失（且於各情形，無論上開各項係基於契約、侵權行為、過失或其他原因所生者）；

"Malware" means all forms of electronic malware including, but not limited to, viruses, worms, logic software, bombs, trojan horses or other similar programmes;

“惡意軟體”指一切形式之電子惡意軟體，包括但不限於電腦病毒、電腦蠕蟲、邏輯軟體、炸彈、木馬或其他類似程式；

"Material Non-Public Information" is as defined in Clause 27.9 (*Communication Functionality*) above;

“重大未公開資訊”如上開第 27.9 條 (通訊功能) 之定義；

"Non-Cash Deposit" means any deposit we receive from you other than in cash (for example, by cheque or by electronic transfer from another account);

“非現金存款”指本行從貴公司收到的除現金之外的任何存款（例如，通過支票或其他帳戶電匯）。

"Officer" means an officer, employee, agent, custodian or professional adviser (including auditor, accountant and legal adviser) or any other person acting with any representative capacity;

“職員”指職員、僱員、代理人、保管人或專業顧問（包括稽核人員、會計和法律顧問）或任何其他具有代表資格的人。

"Operational Materials" means any Instructions (whether given orally or in writing by us), operating and procedural manuals, service level agreements, guides, software, hardware and all other equipment, materials or documentation on any media (whether in electronic or physical form) which:

(a) may be provided by us to you in connection with the access, provision, operation, fees, expenses, availability or use of any Account or Product; or

(b) is deemed by us to be an Operational Material;

“操作文件”指任何指令（不管由本行口頭發出或書面發出）、操作和程序手冊、服務層級的協議、準則、軟體、硬體和所有其他設備、文件或在任何媒介上記載的文件（不管是以電子或實物形式），該文件

(a)可能與任何帳戶或服務的進入、提供、操作、費用、支出、可利用或使用有關而由本行提供給貴公司；或

(b)被本行視為操作文件。

"Overdraft" means any amount by which we allow you to exceed the amount of funds in an Account, whether or not by prior arrangement, including ongoing overdrafts, intra-day limits and unadvised overdrafts;

“透支”指本行允許貴公司超過帳戶中的資金金額提取的任何金額，不管是否透過事先約定，包括正在進行的透支、每日限額和未經事先通知的透支。

"Penalty Rate" means, in respect of an overdue amount under an Account, the rate as determined by us in accordance with our Local Practice applicable to that Account;



“**罰息率**”指，就一個帳戶下的一筆逾期款項，本行根據適用於該帳戶的**當地慣例**決定的利率。

"Permitted Purposes" means your or a User's access and use of any Electronic Platform and Electronic Materials solely to support your lawful business purposes, including issuing Instructions or otherwise as permitted by us;

“**許可目的**”指貴公司或使用者專為支持貴公司之合法營業目的而進入及使用任何**電子平台及電子文件**之行為，包括發出**指令**或本行所允許之其他行為；

"PIN" means a personal identification number issued to or selected by you or a User for use with the Authorisation Device provided to you or that User;

“**PIN**”指核發予貴公司或使用者、或由其擇定之一組個人識別碼，用於提供予貴公司或該使用者之授權裝置中；

"Process" has the meaning given to it in Clause 12 (Compliance with Laws);

“**程序**”具有第 12 條（*遵守法律*）賦予的含義。

"Product" means any product (including any credit facility or any Electronic Platform), service (including the use of and access to any Electronic Platform), assistance or support whatsoever provided by us to you from time to time;

“**產品**”指本行不時提供給貴公司的任何的產品（包括任何授信或任何電子平台）、服務（包括任何電子平台之使用及進入）、協助或支持；

"Product Schedule" means a product schedule documenting the specific terms and conditions applying to a Product as may be amended, updated or replaced from time to time (and includes any Electronic Platform Schedules);

“**產品附件**”指載明適用於一個**產品**的具體的條款和條件的產品附件，其內容可能不時修訂、更新或取代（並包括任何電子平台附件）；

"Relevant Jurisdiction" has the meaning given to it in Clause 15.1 (*Governing law and Jurisdiction*);

“**相關司法管轄區**”具有第 15.1 條（*準據法和司法管轄區*）賦予的含義。

"Sanctions" means any economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union, the French Republic, Her Majesty's Treasury, or any other relevant sanctions authority;

“**制裁**”指任何由美國財政部海外資產控制辦公室(OFAC)、美國國務院、聯合國安全理事會、歐盟、法國、英國財政部及其他制裁相關主管機關所制定、管理、強制或實施之經濟或交易制裁或限制措施。

"Security" means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

“**擔保**”指任何抵押、負擔、質押、留置或擔保任何人的任何義務的其他擔保利益，或具有相似效果的任何其他協議或安排。

"Site Administrator" means your representative authorised by you to manage the Users' use of and access to any Electronic Platform;

“**網站管理員**”指經貴公司授權管理使用者使用及進入任何電子平台事宜之貴公司代表；

"Site Administrator Arrangement" is as defined in Clause 32.2(b) (*Users*) above;

“**網站管理員**”如上開第 32.2(b)條（*使用者*）之定義；

"SWIFT" refers to any message in relation to inward or outward remittances to be credited into or debited from an Account using SWIFT (Society for Worldwide Interbank Financial Telecommunication) or other communication channels or networks;

“**SWIFT**”指使用 SWIFT（環球同業銀行金融電信協會）或其他通訊管道或網路與匯入到一個**帳戶**而貸記入該**帳戶**或從該**帳戶**中匯出而自該**帳戶**扣款有關的任何訊息。



"**Taxes**" means taxes (including profit, capital gain, goods and services and value-added or indirect taxes), levies, imposts, charges and duties (including stamp and transaction duties) imposed by any Authority together with any related interest, penalties, fines and expenses in connection with them, except if imposed on, or calculated having regard to, our overall net income;

“**稅務**”指任何**主管機關**徵收的稅務（包括獲利、資本利得、貨物稅、服務稅和增值稅或間接稅）、稅收、關稅、收費和消費稅（包括印花稅和交易稅），加上任何與之相關的利息、懲罰金、罰款和費用，除非是針對本行的淨收入總額徵收或按照本行淨收入總額計算。

"**Termination Event**" means the occurrence of any of the following events:

- (a) failure by you to comply with, perform or observe any provision contained in the Agreement.
- (b) You:
 - (i) are dissolved, become insolvent, are unable to pay your debts, or fail, or admit in writing your inability generally, to pay your debts as they become due;
 - (ii) make a general assignment, arrangement or composition with or for the benefit of your creditors;
 - (iii) institute or have instituted against you a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors rights, or a petition is presented for your winding-up or liquidation;
 - (iv) have a resolution passed for your winding-up or liquidation;
 - (v) seek or become subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for your or for any or substantially all of your assets;
 - (vi) have a secured party take possession of all or substantially all of your assets or have a distress, execution, attachment, sequestration or other legal process levied, enforced, sued on or against all or substantially all of your assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter;
 - (vii) are subject to any event with respect to you which, under any applicable Law, has an analogous effect to any of the events specified in paragraphs (i) to (vi) above (inclusive); or
 - (viii) take any action in furtherance of, or indicating your consent to, approval of, or acquiescence in, any of the foregoing acts or circumstances.
- (c) There is a material adverse change in your finances, business, operations, status or prospects which we, in our discretion, have determined may affect your ability to comply with your obligations under the Agreement.
- (d) An event or circumstance occurs in relation to either you or us where it becomes, or with the lapse of time will become, unlawful, for any reason whatsoever, for your or us to perform any absolute or contingent obligation to use, maintain or operate an Account or Product, to make a payment or delivery under the Agreement or to comply with any other material provision of the Agreement;

“**終止事件**”指以下任何事件的發生：

- (a) 貴公司未能遵守或履行**合約**的任何規定。
- (b) 貴公司：
 - (i) 被解散、無清償能力、未能償還債務、或未能在債務到期時償還債務或書面承認不能在債務到期時償還債務；
 - (ii) 作出整體轉讓、安排或與貴公司的債權人或為貴公司的債權人利益達成和解；
 - (iii) 貴公司提起或已經提起尋求裁定貴公司清算或破產的程序，或任何其他依照任何破產或清算法律或其他影響債權人利益的法律的救濟程序，或要求貴公司解散或清算的請求已被提交；
 - (iv) 已通過解散或清算的決議；



BNP PARIBAS

- (v) 為貴公司或貴公司的任何資產或實質上所有的資產尋求或被指定管理人、專業的清算人、接管人、破產管理人、受託人、保管人或其他相似人員；
 - (vi) 擔保受益人，並且該擔保受益人佔有貴公司的所有資產或實質上所有的資產，或在貴公司的所有資產或實質上所有資產上或針對該等資產，實施或執行扣押、扣留、沒收或其他法律程序，並且該擔保受益人持續佔有貴公司的所有資產或實質上所有資產，或任何該等法律程序在發生後 15 天內未被駁回、撤銷、停止或限制；
 - (vii) 受限於任何事件，而該等事件，在任何適用法律下，具有與上述(i)項到(vi)項（包括該項）中所述的事件相似的效果；
 - (viii) 採取任何行動促進、或表明貴公司同意、核准或默許任何上述行為或事件。
- (c) 貴公司的財政、業務、經營、現狀或預期狀況發生重大不利變化，而該等重大不利變化，根據本行的自行決定可能影響貴公司履行合約下義務的能力。
- (d) 發生涉及貴公司或本行的事件或情況，不管任何原因，使貴公司或本行履行任何絕對或有的義務以使用、維持或操作帳戶或產品或做出合約下的支付或交付或遵守合約的任何其他重大條款成為不合法，或隨著時間的經過成為不合法。

"Third Party Provider" means any independent contractor, agent, broker or other person (including intermediary, correspondent or partner bank), or any group, association or consortium thereof, appointed to provide any service (including administration, telecommunication, information technology, payment, securities clearance, credit investigation or debt collection service) or product to or on behalf of any member of the BNP Paribas Group;

"第三方提供者"指被指定提供任何服務（包括管理、通訊、資訊技術、支付、證券清算、信用調查或收帳服務）或提供或代表法國巴黎銀行集團的成員之服務或產品的任何獨立的承包方、代理人、經紀人或其他人（包括中介機構、往來行或合作銀行）或該等主體之任何集團、團體或聯營企業。

"Time Deposit" means a deposit of a sum of money with us as described in Clause 17 (Time Deposits);

"定期存款"指在本行的存款，如第 17 條（定期存款）之描述；

"UBO" means ultimate beneficial owner (as determined in accordance with our Local Practices);

"UBO" 指最終實益所有人(依據本行當地慣例決定之)；

"User" means any individual appointed in accordance with Clause 26 (*Access and Security*) of Part D (*Electronic Platforms*), or otherwise authorised and approved by you (and, where relevant, confirmed by us) to use and access any Electronic Platform on your behalf (as your employee and otherwise) in accordance with the authority arrangements in place with us, and shall include any Site Administrators;

"使用者"指任何經依 D 部分第 26 條（進入及安全）所指定之任何個人，或依貴公司與本行間現行之權限安排，而經貴公司授權並同意以貴公司名義（基於貴公司受僱人或其他身分）使用並進入任何電子平台之任何個人，並應包括任何網站管理員在內；

"User Image" is as defined in Clause 27.5 (*Communication Functionality*) above;

"使用者圖像"如上開第 27.5 條（通訊功能）之定義；

"us" means:

- (a) in the context of an Account, the branch of BNP Paribas or member of the BNP Paribas Group with which such Account is opened;
 - (b) in the context of a Product, the branch of BNP Paribas or member of the BNP Paribas Group that provides such Product; or
 - (c) in any other context, BNP Paribas
- and "we" and "our" shall be construed accordingly; and

"本行"指

- (a) 在帳戶情況下，開立該帳戶的法國巴黎銀行的分行或法國巴黎銀行集團的成員；



- (b) 在**產品**情況下，提供該**產品**的**法國巴黎銀行**的分行或**法國巴黎銀行集團**的成員；或
- (c) 在其他情況下，**法國巴黎銀行**，
和“本行”以及“本行的”應作相應理解；且

"you" means the Customer and

- (a) when used in the context of the Customer's rights to operate an Account or act in connection with a Product, shall include any Authorised Person;
- (b) when used in the context of an Account or a Product that we have agreed to provide to an Affiliate Customer, shall include such Affiliate Customer; and
- (c) when used in any other context not connected with the provision of an Account or a Product, shall include all Affiliate Customers,
and **"your"** shall be construed accordingly.

“貴公司”指**客戶**和

- (a) 當在**客戶**操作**帳戶**或就**產品**而做出行為的情況下使用時，應包括任何**被授權人**；
- (b) 當在本行同意提供**帳戶**或**產品**給**關聯客戶**的情況下使用時，應包括該**關聯客戶**；並且
- (c) 當在與提供**帳戶**或**產品**無關的其他情形下使用時，應包括所有**關聯客戶**，
並且“貴公司的”應作相應理解。

25. INTERPRETATION

解釋

25.1 Part, Clause and Schedule headings are for ease of reference only.

章節、條款和附件的標題僅為便於參考。

25.2 A reference to a time of day is a reference to the time of date at the city where the relevant branch of BNP Paribas or member of the BNP Paribas Group is providing the relevant Product or holding the relevant Account.

提到某天某個時間是指提供相關**產品**或持有相關**帳戶**的**法國巴黎銀行**相關分行或**法國巴黎銀行集團**的成員所在城市的時間。

25.3 The single includes the plural and vice versa.

單數包括複數，反之亦然。

25.4 A reference to:

引用：

25.4.1 a Clause is a clause of these Conditions;

一個條款是指本**條件**的一個條款；

25.4.2 the masculine gender shall include the feminine and neuter (and vice versa);

陽性亦包括陰性和中性（反之亦然）；

25.4.3 a document includes any variation or replacement of it;

一個文件包括任何對它的變更或替代；



- 25.4.4 any provision of, or reference to, any Law shall include any modification, re-enactment, replacement or extension of such Law and shall also include any supplementary or subordinate legislation made under such Law from time to time;

任何法律的任何規定，或提及任何法律應包括該法律的任何修改、更新、替換或延展，並應包括不時對該法律所做的補充或從屬法令；

- 25.4.5 "including" or "such as" or "for example" when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

在舉出一項事例時，“包括”或“例如”或“比如”這類用語不應將事例所關聯的詞語的意義限定為僅指該列舉的事例或類似種類的事例。

- 25.4.6 any thing (including an amount) includes the whole and each part of it; and

任何事項（包括金額）包括其整體和每一部分；和

- 25.4.7 a "person" includes any individual, company, corporation, unincorporated association or body (including a partnership, trust, fund, joint venture or consortium), government, state, agency, organisation or other entity whether or not having a separate legal entity.

人包括個人、公司、法人、非法人社團（包括合夥、信託、基金、合資企業或聯營企業）、政府、國家、代理機構、組織或其他實體（無論其是否具有獨立法人地位）。