

中國銀行(香港)有限公司
BANK OF CHINA (HONG KONG) LIMITED
自動轉賬服務申請表
AUTOPAY SERVICES APPLICATION FORM

- 此申請表適用於使用本行軟件、檔案傳送服務(FTS)或本行已核准的服務或渠道的發薪／自動轉賬服務。This application form is applicable to Payroll / Autopay customers using our software, File Transfer System (FTS) or our approved service(s) or channel(s) .
- 請用**英文正楷**填寫，並在適當的地方加上別號。Please complete in **Block Letters** and tick where applicable.
- 申請方法：將此表格交回任何一間中國銀行(香港)分行，或寄送至以下地址（香港西九龍海輝道11號奧海城中銀中心3樓 送：資料處理處）。Application method：Return this form to any branch of Bank of China (Hong Kong) or send to the following address (3/F, Bank of China Centre, Olympian City, 11 Hoi Fai Road, West Kowloon, Hong Kong Attn: Information Processing Division).

I) 客戶資料 Customer Information	
客戶名稱 Customer Name	英文 English 中文 Chinese
聯絡資料 Contact Details	聯絡人 Contact Person 電話號碼 Telephone No.

II) 服務詳情 Details of the Service			
服務選項 Service Option	指示輸入方式 Instruction Input Method	交易報告交付方式 Transaction Report Delivery Method	發動賬戶名稱及號碼 Originating Account Name & Account No.
<u>發薪 Payroll</u> <input type="checkbox"/> 新增 Add <input type="checkbox"/> 刪除 Cancel	<input type="checkbox"/> 本行發薪軟件 BOCHK Payroll software ¹ <input type="checkbox"/> 易出糧/供款靈PayEasy/SmartCon ^{1,2} <input type="checkbox"/> HR21 SmartPay & SmartGateway ^{1,3} <input type="checkbox"/> 檔案傳送服務 FTS	<input type="checkbox"/> 中銀企業網上銀行/中行網銀(香港) CBS Online/ BOCNET HK ⁵ <input type="checkbox"/> 檔案傳送服務 FTS	賬戶名稱 Account Name: _____ 賬戶號碼 Account No.: _____
<u>自動轉賬付款 Autopay-Out</u> <input type="checkbox"/> 新增 Add <input type="checkbox"/> 刪除 Cancel	<input type="checkbox"/> 本行自動轉賬軟件BOCHK Autopay software ¹ <input type="checkbox"/> HR21 SmartPay & SmartGateway ^{1,3} <input type="checkbox"/> 派發股息 Dividend Payment <input type="checkbox"/> 檔案傳送服務 FTS	<input type="checkbox"/> 中銀企業網上銀行/中行網銀(香港) CBS Online/ BOCNET HK ⁵ <input type="checkbox"/> 檔案傳送服務 FTS	賬戶名稱 Account Name: _____ 賬戶號碼 Account No.: _____
<u>自動轉賬收款 Autopay-In</u> <input type="checkbox"/> 新增 Add <input type="checkbox"/> 刪除 Cancel	<input type="checkbox"/> 本行自動轉賬軟件BOCHK Autopay software ¹ <input type="checkbox"/> HR21 SmartPay & SmartGateway ^{1,3} <input type="checkbox"/> 常設指示Standing Instruction ⁴ <input type="checkbox"/> 檔案傳送服務 FTS	<input type="checkbox"/> 中銀企業網上銀行/中行網銀(香港) CBS Online/ BOCNET HK ⁵ <input type="checkbox"/> 檔案傳送服務 FTS	賬戶名稱 Account Name: _____ 賬戶號碼 Account No.: _____

- 1 若以CD/DVD/USB遞交發薪/自動轉賬資料，本行於處理後將銷毀CD/DVD而不會退回給客戶，而USB記憶體將於處理後送回送件行待客戶取回。If CD/DVD/USB is submitted, CD/DVD will not be returned and will be destroyed after processing, while USB flash drive will be returned to the delivery branch for your pickup after processing.
- 2 如需使用「易出糧」或「供款靈」，請聯絡中銀國際英國保誠信託有限公司申請。If PayEasy Software or SmartCon Calculator is required, please contact BOCI - Prudential Trustee Ltd to apply for the software.
- 3 如需使用SmartPay & SmartGateway，請聯絡HR21 Limited申請有關軟件。If SmartPay & SmartGateway is required, please contact HR21 Limited to apply for the software.
- 4 需另填寫「常設指示 - 自動轉賬收款申請表」Please also fill in "Standing Instruction of Autopay-In Application Form".
- 5 請確保已開立中銀企業網上銀行/中行網銀(香港) Please ensure CBS Online/BOCNET HK has been setup.

III) 本行發薪/自動轉賬軟件交付方式 BOCHK Payroll/Autopay Software Delivery Method	
<input type="checkbox"/> 速遞By Courier (只限本港地址 Local Address Only)	<input type="checkbox"/> _____
郵遞地址Mailing Address (如沒有填寫，會以戶口結單的通訊地址辦理。If blank, correspondence address for bank statement will be used.)	
收件人姓名 Name of the Recipient	
收件人身份證／護照號碼 (速遞交付，毋需填寫) HKID/Passport No. of Recipient (Not applicable if delivered by courier)	

IV) 經核實決議的摘要 Certified Extract of Resolutions

此部份只適用於申請自動轉賬收款服務客戶。 This section is only applicable to customers applying for Autopay-In Service.

本人(會議主席)謹證明本公司董事會已議決 (1)向 貴行申請自動轉賬收款服務及(2)接受及同意遵照例載於下述第V部份(聲明)第7點之債權人給予銀行之賠償承擔書條款及條件並受其約束。

本人確認上述乃屬已載於本公司的會議紀錄冊，並於_____ (會議日期)依據本公司組織大綱或其他公司組織文件(視情況而定)在_____ (會議地點)舉行的董事會或公司管理組織會議(視情況而定)獲正式通過的會議紀錄的真實摘要。

I, Chairman of the Meeting, certify that the applicant company's Board of Directors has resolved to (1) apply with your bank for the Autopay-In Service stated above and (2) accept and agree to be bound by the Terms & Conditions for Creditor's Indemnity To Bank as set out in point 7 in Section V below (Declaration).

I certify the foregoing to be a true extract of the Board Minutes/ Resolutions as entered into the minutes book of the applicant company, duly passed at a meeting of the board of directors or the governing body (as the case may be) of the applicant company in accordance with the Articles of Association or other constitutional documents (as the case may be) of the applicant company held at _____ (venue of meeting) on _____ (date of meeting).

董事簽署 (會議主席) Director's Signature (Chairman of the Meeting)

姓名 Name:

日期 Date :

S.V.

V) 聲明 Declaration

1. 我們確認本申請書內所提供的資料乃屬正確及完整，並授權 貴行向任何方面查證。
We confirm that all the information given in this Agreement is correct and complete, and hereby authorize your Bank to check and verify the said information from any source(s) your Bank may choose.
2. 我們確認及同意，我們有責任提供本申請書所需的全部資料。如我們未能向 貴行提供任何有關資料，可能會導致 貴行無法向我們提供本申請書內的任何服務。關於該等資料將會用於甚麼目的及我們(祇適用於私人客戶)對該等資料查詢的權利以及其他等等細則，我們明白可參閱 貴行的《服務條款》及 貴行發出關於《個人資料(私隱)條例》之客戶通知。
We confirm and agree that it is obligatory for us to supply your Bank with all such information as required by this application. Failure to supply such information may result in your Bank being unable to provide any service referred to in this application to us. For details concerning the purpose for which such information may be used and our right(s) (applicable to individuals only) to request access to the information etc., we understand that we may refer to your Bank's Conditions for Services and the notice relating to the Personal Data (Privacy) Ordinance issued by your Bank.
3. 我們現確認及同意申請上述之服務，而該等服務之條款及條件乃受制於 貴行之《服務條款》及(如適用) 我們申請上述服務之其他有關使用者協議。
We hereby confirm and agree to apply for the above services, subject to your Bank's terms and conditions governing the above services we applied for in your Bank's Conditions for Services and (if applicable) other relevant user agreement(s) relating to the services we apply for.
4. 我們現確認我們已收到及明白 貴行的《服務條款》及(如適用) 我們申請上述服務之其他有關使用者協議，我們並同意受其所約束。貴行已經忠告我們徵詢獨立的法律意見，我們現確認我們不需要獨立的法律意見，或我們已徵詢獨立的法律意見。
We hereby confirm that we have already received, read and understood your Bank's Conditions for Services and (if applicable) other relevant user agreement(s) relating to the services applied by us, and we hereby agree to abide by them. We have been advised by your Bank to seek independent legal advice, and hereby confirm either that we find it not necessary to seek independent legal advice, or that we have already sought independent legal advice.
5. 我們確認已收到、閱讀及了解 貴行的資料政策通告，並同意受其內容(可經不時修訂)約束。
We confirm that we have received, read and understood your Bank's Data Policy Notice and agree to be bound by the contents of the Data Policy Notice (as amended from time to time).
6. 以下只適用於使用SmartPay及SmartGateway的客戶
 - 一、 我們授權HR21 Limited (i) 將我們通過SmartPay及SmartGateway提供予HR21 Limited的指示傳送予 貴行及 (ii) 接收銀行提供的交易結果。
 - 二、 我們授權 貴行(i) 執行由HR21 Limited提供有關我們的自動轉賬服務指示而無義務對有關指示加以鑑證；(ii) 向HR21 Limited傳送交易結果及 (iii) 向HR21 Limited提供其所需的資料，以作為我們申請及使用SmartPay及SmartGateway之用途。

Below is only applicable to customer using SmartPay and SmartGateway.

 - (a) We hereby authorize HR21 Limited (i) to transmit to the Bank our instructions submitted to HR21 Limited through SmartPay and SmartGateway; and (ii) to receive transaction results from the Bank.
 - (b) We hereby authorize your Bank (i) to act on our instructions in relation to the Autopay Services given by HR21 Limited without the obligation to authenticate any such instructions ; (ii) to transmit transaction results to HR21 Limited; and (iii) to provide our information to HR21 Limited for the purposes of our application for and use of SmartPay and SmartGateway.

7. 以下只適用於申請自動轉賬收款服務的客戶。

我們同意接受以下債權人給予銀行之賠償承擔書之條款及條件並受其約束：

鑑於貴行同意本公司所請，願接受及執行本公司之指示，將本公司製備機器可讀輸入（如光碟、USB記憶體等）及／或編撰之電子檔案，以供直接輸入及／或透過中銀企業網上銀行服務、檔案傳送服務、HR21 Limited的SmartPay及SmartGateway或銀行已核准之服務或不時訂明之渠道進行線上傳輸，由某些人士、商號或公司之某些賬戶支取或安排支取本公司通知所謂屬該等人士、商號或公司應付之金額，並透過自動轉賬將該等金額進誌本公司在貴行之指定賬戶，本公司現謹：

- 一、 承認並明瞭自動轉賬係以數字為基礎之系統，並同意貴行毋須確保任何賬戶持有人(如本公司之指示內所示者)與貴行紀錄內之賬戶持有人姓名相同或相近；並確認如所作收款之賬戶號碼與本公司指示內之號碼相同，則該等轉賬將構成貴行對本公司指示之妥善及完全遵行；
- 二、 向貴行保證，由本公司經電子方式製備及交予貴行之自動轉賬指示並無電腦病毒。如因該只(等)電子輸入帶有電腦病毒(如有)，以致貴行延遲或不能處理本公司之指示，本公司均予接納；
- 三、 授權貴行視乎情況而決定接受，折衷解決或拒絕由該等人士、商號或公司向貴行提出之任何該等索償，並由本公司在貴行之指定賬戶扣取所接受或折衷解決之索償款額；及
- 四、 同意對貴行作出彌償保證，不使貴行因任何直接或間接由執行本公司指示而導致之一切法律行動、訴訟、責任、索償、損失、損害、費用及開支等而遭受損失。

本承擔書受香港特別行政區法律管轄，並按香港特別行政區法律解釋。

Below is only applicable to customer applying for Autopay-In Service.

We hereby agree to accept the following Terms & Conditions for Creditor's Indemnity to Bank:

In consideration of your agreeing at our request to accept and act upon instructions from us, in the form of machine readable input (e.g. CD-ROM, USB flash drive etc) and/or electronic files which have been prepared by me/us for direct input or by way of online transmission via CBS Online, File Transfer System, HR21 Limited's SmartPay and SmartGateway or the Bank's approved service or channels, to debit or arrange the debiting of certain accounts of certain persons, firms or companies with amounts that we advise are due from such persons, firms or companies and to transfer such amount to the credit of our nominated account with you through the Autopay system, we hereby:-

- (a) acknowledge and understand that the autopay system is a numerically based system and agree that you shall be under no obligation to ensure that the name of any account holder (as given in our instructions) is identical or similar to the name of the account holder(s) according to your records and confirm that a transfer from an account having the same number as that given in our instructions shall constitute good and complete compliance by you with our instructions;
- (b) assure you that in submitting autopay instructions by electronic means, the electronic input(s) prepared by us is/are virus free. We accept any delay or inability in processing our instructions as a result of computer virus, if any;
- (c) authorize you to admit, compromise or reject any such claims made against you by such persons, firms or companies or their bankers or the Beneficiaries as appropriate and to debit our nominated account with the amount of any claim admitted or compromised as you shall in your absolute discretion decide; and
- (d) agree to hold you harmless and indemnified against all action, proceedings, liability, claims, loss, damages, costs and expenses however arising directly or indirectly out of or in connection with your accepting and acting upon our instructions.

This indemnity shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region.

客戶簽署 Signed by /for and on behalf of Customer(s) :

授權簽署人 Authorised Signatory

姓名 Name :

日期 Date :

授權簽署人 Authorised Signatory

姓名 Name :

日期 Date :



銀行專用 For Bank Use Only			
<input type="checkbox"/> AFT-O-020T	<input type="checkbox"/> AFT-D-126	Prepared by:	Approved by:
INF:			
19120 <input type="checkbox"/> Add <input type="checkbox"/> Upd <input type="checkbox"/> Del 19310 <input type="checkbox"/> Add <input type="checkbox"/> Upd <input type="checkbox"/> Del 19242 <input type="checkbox"/> Add <input type="checkbox"/> Upd <input type="checkbox"/> Del <input type="checkbox"/> Software provided	Remarks:	Handled by:	Approved by:
Date:			

自動轉賬服務條款及條件

鑑於中國銀行（香港）有限公司（下稱「銀行」）同意應客戶的要求

- (I) 接受及執行客戶透過下列一項或多項渠道發出的指示（「指示」）：
- 機器可讀輸入（如光碟、USB記憶體等）及／或客戶編撰之電子檔案，以供直接輸入；及／或
 - 透過中銀企業網上銀行服務、檔案傳送服務或銀行已核准之服務或不時訂明之渠道進行線上傳輸（統稱「輸入媒體」）：
- (a) 以處理客戶之發薪事宜；及／或
 - (b) 自客戶賬戶執行付款及／或按客戶通知自賬戶支取或安排支取有關應付予客戶之數額，並透過自動轉賬系統將該款項轉賬至客戶賬戶。
- （統稱「自動轉賬服務」）；及／或
- (II) 以載有軟件程式之光碟或其他方式，向客戶提供全套軟件（「軟件」），包括有關任何修訂、補充或更換，以便：
- (a) 客戶向銀行提交指示及／或其他資料（統稱「資料」）；
 - (b) 客戶編製資料；
 - (c) 客戶編製需向稅務局呈交之僱主填報之薪酬及退休金報稅表（「報稅表」）；及／或
 - (d) 客戶委託銀行傳送予指定第三者的強制性公積金供款資料。

客戶現特此承認、接受、同意及承諾如下：

1. 軟件及與之有關的權利屬於、且在任何時候均屬於銀行獨有的財產，客戶：
 - 1.1 不會獲取與軟件有關的所有權或任何權利，惟客戶可按本條款及條件的明文規定使用軟件。
 - 1.2 應安全保管軟件，僅讓客戶屬下有需要的高級人員或僱員接觸軟件。
 - 1.3 未經銀行允許，不得容許在香港特別行政區以外任何地方，將軟件（或其任何部分）用於編製指示以外的任何其他用途。
 - 1.4 未經銀行同意，不得允許以任何方式對軟件（或其任何部分）加以複印、複製、修訂、修改、倒序匯編或向任何未經授權的人士披露。
 - 1.5 僅按照銀行發出的任何軟件使用手冊或指南使用軟件，並在銀行提供更新、修訂、補充及更換時，採用該等更新、修訂、補充及更換的軟件。
 - 1.6 於銀行要求時，立即將軟件（及其用戶手冊及關連設備）無條件交還銀行。
 - 1.7 遇有軟件損壞或遺失、被竊或未經授權接觸或使用的情况，須立即報告銀行。
2. 為使用自動轉賬服務，銀行會認可或預定密碼（「密碼」）並分派予客戶。客戶承諾將密碼保密。密碼包括銀行向客戶分派之密碼及銀行其後可能向客戶分派之其他密碼或客戶參照銀行發佈的任何使用手冊或指南重新選擇之密碼。
3. 指示一旦通過任何輸入媒體向銀行發出後，即被視為已由客戶妥為發出，並對客戶具最終約束力，而無論該指示是由客戶本身發出或由任何其他人士（無論獲授權與否）代其發出。客戶須就此負上全部責任。
4. 客戶須於付款或收納生效日前兩(2)個營業日或銀行不時指定之其他期間內，向其提交本申請之分行、或銀行其後指定／銀行與客戶協定之其他分行或地點或其他渠道發出指示。「營業日」之提述乃指銀行於香港營業及香港銀行同業進行結算及交收資金之日，週六、週日及公眾假期除外。客戶承認及明白客戶對其編撰或安排之任何指示的真實性、正確性、準確性及／或完整性負有全部責任，銀行概無責任核對或確認任何指示，亦無須就此引致之任何事宜承擔責任。客戶亦明白及確認銀行並無責任核實客戶委託傳送予指定第三者的強制性公積金供款資料，對由此引致的任何申索或爭議，銀行概不負責。
5. 客戶承認並明白自動轉賬服務是以數字為基礎的操作系統，並且確認按指示中所示賬戶號碼相同之賬戶轉賬、或從指示指定之賬戶號碼支取指定金額的要求，即為銀行已妥善及完全遵行指示。銀行概無責任確保貸記／借記自動轉賬的戶名與銀行記錄的賬戶持有人戶名相同或相似。
6. 客戶負責按照良好的電腦應用守則，確保其自身電腦及通訊器材的安全，銀行毋須對此承擔責任或法律責任。
7. 客戶接納以線上傳輸方式遞交予銀行的指示有可能被入侵、損壞、遺失、延誤或存有病毒，因而不能保證安全送達或沒有錯誤。客戶確認及接受若任何經由線上傳輸遞交予銀行的任何指示有任何錯誤、遺漏、延誤或未能傳達或接收，銀行毋須對此承擔法律責任。
8. 客戶接納若任何經由銀行提供的線上傳輸或其他互聯網渠道遞交予銀行的任何指示有任何錯誤、遺漏、遺失、延誤或未能傳達，銀行概不承擔責任或接受任何法律責任。
9. 客戶向銀行保證並聲明，任何輸入均無電腦病毒，並接納如因帶有電腦病毒，以致任何延遲或不能處理指示，銀行概不承擔責任或法律責任。
10. 銀行將在指定生效日執行任何指示（惟客戶應根據本文第4條規定，按銀行指示充分提前發出指示），但對因指示不清

晰或不完整或客戶未能在銀行不時指定的截止時間之前遞交指示，以致延遲或不能執行指示，銀行對客戶因此而蒙受的損失、損害或開支或相應而生的損失、損害或開支概不負責。若生效日適逢非營業日而銀行未能執行指示，則該日後下一營業日視作生效日。儘管上文所述，就常設指示-自動轉賬收款，如生效日適逢非營業日而銀行未能執行指示或當月並無該生效日，而下一個營業日將跌入下一個月，則該日前一營業日視作生效日。

11. 客戶須確保於指示內指定之生效日前一營業日，貸記賬戶內備有充足貸方結餘。如賬戶內可供支取之任何貸方結餘不足，或因任何付款導致透支或透支增加，且金額超過銀行可接受金額，銀行（無須）但可執行任何指示（不就未能執行負責）。銀行概不就出於此情況延遲或拒絕行使任何指示承擔責任或法律責任，且客戶須負責承擔銀行出於此情況執行任何指示引致之任何透支或結欠銀行之任何款額。
12. 於指定生效日對任何指示作出之取消或更改，或倘銀行絕對酌情決定認為其缺乏充分時間執行，銀行均無須接受。
13. 客戶聲明及保證已就任何自動轉賬收款作出一切必需的安排，而銀行可接受、折衷解決或拒絕由取消所引致的支賬賬戶持有人向銀行提出的任何索償，並從客戶在銀行的賬戶內扣取銀行酌情決定接受或折衷解決的索償款額。
14. 在自動轉賬收款安排的情況下，應由客戶收取之款額將於指示內指定之生效日存入本申請所指定之賬戶。如此存入之款額將受制於最終付款（即銀行實際收取之可自由匯出及即時可供動用及使用之資金）。除非銀行另行同意，否則於最終付款於下一營業日確認前，客戶不得提取存入之款額。銀行有權從相關賬戶收取或扣除任何未能收取之款額及利息以及所產生之任何費用及開支。
15. 本條款及條件不損害且附加於客戶就使用自動轉賬服務、中銀企業網上銀行及／或檔案傳送服務而訂立或將訂立的任何其他文件中所載的條款及條件。客戶明白如需透過中銀企業網上銀行或檔案傳送服務傳輸指示，客戶必須根據適用條款及條件使用中銀企業網上銀行或檔案傳送服務，惟本協議所有條款及條件亦將一併適用。若客戶需使用銀行已核准的服務提供者所提供的服務或渠道傳輸指示予銀行，客戶必須向有關服務提供者申請有關服務。為免生疑問，銀行對服務提供者的表現或服務提供者或其僱員的作為或不作為，概不負責或承擔法律責任。
16. 對於：(i)不當地使用軟件及／或有關設備或客戶未能遵守本協議列載之任何條款及條件及／或(ii)由於任何原因未能根據自動轉賬收款安排從指定付款人收取付款及／或(iii)無論何種原因引致之任何機件故障、失靈、中斷或銀行或其他服務提供者電腦系統不足或銀行控制範圍外之任何其他原因及／或(iv)銀行提供予客戶作任何用途之任何電腦列印數據（包括但不限於使用該等列印輸出作報稅之用途）而產生之任何延誤、錯漏、遺漏、損失或損害，銀行概不負責。
17. 客戶謹此同意並承諾，應銀行要求向銀行賠償及保證銀行獲賠因執行指示而蒙受、招致或遭其他人士提出之任何訴訟、法律程序、申索、直接或間接損失、損害、費用、開支及／或索求。客戶進一步授權銀行，可於銀行認為適當之情況下認許、折衷解決或拒絕任何該等訴訟或申索，並從本申請指定之賬戶扣除其絕對酌情決定之認許及折衷解決所涉之款項。
18. 銀行謹此獲授權從客戶於銀行開立之任何賬戶扣除銀行就自動轉賬服務不時列明之任何服務收費。
19. 客戶確認銀行可於任何時間給予客戶七(7)日通知後終止自動轉賬服務，有關通知將以普通郵遞形式寄至客戶最後記錄於銀行之地址。
20. 客戶明白，若客戶於一(1)年內未使用自動轉賬服務，銀行有權在未通知客戶的情況下終止自動轉賬服務，並於銀行檔案中刪除客戶一切記錄。
21. 客戶承諾，始終以書面形式通知銀行本協議所述資料的任何更改。客戶（不論個人、公司或其他）承認其已知由銀行發出、張貼於銀行大堂或已提供予客戶，關於《個人資料（私隱）條例》的通知（下稱「通知」）的內容，並同意須向銀行提供有關開立或延續賬戶，建立或延續銀行服務或向客戶提供銀行或有關服務（包括自動轉賬服務）的資料。客戶進一步授權銀行可按通知內列出的用途使用其資料，並知道銀行會將所持資料保密，但允許銀行提供有關資料予通知內所列明的人士，或為使用通知內所指的用途，或為遵守對銀行或其分行有約束力的任何法例、條規或指引而提供該等資料予其他任何人士。客戶亦授權銀行為核實客戶資料而接觸（如適用）客戶之僱主、銀行、諮詢人或其他人士以收集、交換任何資訊，及將客戶所提供的資訊與銀行收集的其他資訊作出比較。銀行有權使用比較資料後的結果作出任何行動，即使該等行動對客戶或其利益有不利的影響。客戶亦同意其個人資料可能會被傳送至香港以外的其他司法管轄區。客戶進一步聲明及保證客戶已向任何賬戶持有人／收款人取得一切必需的同意，以向銀行轉移或發放個人資料，以便銀行提供自動轉賬服務。
22. 在本申請表中，對單數詞語之提述亦包括複數在內，反之亦然；對人士之提述亦包括公司在內；若本申請及協議書由兩位或以上人士簽署，該等人士須於本申請及協議書下承擔共同及個別責任。
23. 本申請表受香港特別行政區法律管轄，並按香港特別行政區法律解釋。
24. 本條款及條件的中文版本僅供參考，如中、英文版本有歧異，以英文版本為準。

Terms and Conditions for Autopay Services

In consideration of Bank of China (HK) Limited (the “Bank”) agreeing at the request of the Customer

- (I) to accept and act upon instructions (“**Instructions**”) from the Customer by or via one or more of the following channels:
- in the form of machine readable input (e.g. CD-ROM, USB flash drive etc) and/or electronic files which have been prepared by the Customer for direct input; and/or
 - by way of online transmission via CBS Online, File Transfer System or the Bank’s approved service(s) or channel(s) prescribed from time to time
- (collectively the “**Input Media**”):
- (a) to process the Customer’s Payroll; and/or
 - (b) to effect payments from the Customer account(s) and/or to debit or arrange the debiting of accounts with amounts which the Customer advises are due to the Customer and to transfer such amounts to the Customer’s account(s) through the autopay system
- (collectively the “**Autopay Services**”); and/or
- (II) to provide the Customer with software package (“**Software**”) by way of CD-ROM or other means containing a software programme including any revisions, supplements or replacements thereto to facilitate:
- (a) the Customer’s submission of the Instructions to the Bank and/or other information (collectively the “**Information**”)
 - (b) the Customer’s preparation of the Information;
 - (c) the Customer’s preparation of the Employer’s return of Remuneration and Pensions (the “**Return**”) to be filed with the Inland Revenue Department; and/or
 - (d) the Customer’s authorizing the Bank to transmit the Mandatory Provident Fund contributions data to the designated third party

The Customer hereby acknowledges, accepts, agrees and undertakes as follows:

1. The Software and any rights relating thereto is and shall remain at all times the sole property of the Bank and the Customer shall:
 - 1.1 acquire no title or any rights whatsoever in relation to the Software except that the Customer may use the Software as expressly provided herein.
 - 1.2 keep the Software safe in the Customer’s custody and restrict access to those of the Customer’s officers or employees who need to use it.
 - 1.3 not allow the Software (or any part thereof) to be used without the permission of the Bank for any purpose other than the preparation of Instructions in any place other than Hong Kong.
 - 1.4 not allow the Software (or any part thereof) to be copied, reproduced, amended, modified, reverse compiled or disclosed to any unauthorized person in any manner without the consent of the Bank.
 - 1.5 use the Software only in accordance with any manuals or guides issued by the Bank in relation to the Software and adopt updates, revisions, supplements and replacements as and when provided by the Bank.
 - 1.6 return the Software (together with its user manual and connected device) to the Bank unconditionally and immediately on the request of the Bank.
 - 1.7 report any damage to or loss, theft or unauthorized access to or use of the Software to the Bank immediately.
2. To have access to the Autopay Services, Passwords (“**Passwords**”) recognized or prescribed by the Bank may be assigned to the Customer. The Customer undertakes to keep the Passwords secret. Passwords include those assigned by the Bank to the Customer and such other passwords as may subsequently be further assigned by the Bank to the Customer or re-selected by the Customer in accordance with any manual or guide issued by the Bank.
3. All Instructions once given to the Bank by or via any Input Media shall be deemed duly given by the Customer and be conclusively binding on the Customer irrespective whether or not such Instructions are given by the Customer personally or by any other person on its behalf whether authorized or unauthorized. The Customer shall be fully responsible therefor.
4. The Customer shall give Instructions to the Branch to which the Customer has submitted this Application or other branch or location(s) or other channel(s) subsequently designated by the Bank/agreed between the Bank and the Customer in no less than two (2) Banking Days or such other duration of period as prescribed by the Bank from time to time prior to the effective day of payment or receipt. The reference to “Banking Day” means a day, other than a Saturday, Sunday or public holiday, on which the Bank is open for general business in Hong Kong and where there is inter-bank clearing and settlement of funds in Hong Kong. The Customer acknowledges and understands that the Customer is solely responsible for the genuineness, correctness, accuracy and/or completeness of any Instructions prepared or arranged by the Customer, and that the Bank is under no duty to check or verify the same and shall take no responsibility whatsoever arising therefrom. The Customer also acknowledges and understands that the Bank is under no duty to verify the genuine or correctness of the Mandatory Provident Fund contributions data to be transmitted to the third party designated by the Customer and shall take no responsibility whatsoever arising therefrom.
5. The Customer acknowledges and understands that the Autopay Services are operated on a numerically based system and confirms that a transfer to an account having the same number as given in the Instructions or a debit request for such amount from such account number(s) as specified in the Instructions shall constitute good and complete compliance by the Bank with the Instructions. The Bank shall not be under any duty to ensure that the name of the account to/from which the Autopay amount is

credited/debited is identical or similar to the name of the account holder on record with the Bank.

6. The Customer shall ensure the security of its own computing and communication equipment in accordance with good computer practice and that the Bank accepts no responsibility or liability thereof.
7. The Customer accepts that Instructions sent to the Bank via online transmission cannot be guaranteed to be secure or error free as they can be intercepted, corrupted, lost, arrive late or contain viruses. The Customer acknowledges and accepts that the Bank does not have any liability for any errors and omissions in, or for delay or failure of arrival or receipts of, any Instructions via online transmission.
8. The Customer accepts that the Bank is not responsible and does not accept any liability for any error or omission in, or loss or delay or failure of arrival of, any Instructions delivered to the Bank via or from any online submission facility or other Internet channels not provided by the Bank.
9. The Customer warrants and represents to the Bank that any input will be virus-free and accepts that the Bank shall have no responsibility or liability for any delay or inability to process the Instructions as a result of any virus.
10. The Bank shall act on any Instructions on the effective date specified (provided that the Customer gives Instructions in a sufficient time in advance as prescribed by the Bank in compliance with Clause 4 hereof) but shall not be liable for any loss, damage or expense or consequential loss, damage or expense suffered by the Customer by virtue of any delay in acting on any Instructions, or for any inability to act as a result of any Instructions being unclear or incomplete, or the Customer having failed to submit the Instructions by the cut-off time specified by the Bank from time to time. If the effective date is a day which is not a Banking Day and the Bank is unable to act on any of the Instructions, the next Banking Day after such day will be treated as the effective date. Notwithstanding the aforesaid, for Standing Instruction of Autopay-In, in the event that the effective date falls on a day which is not a Banking Day and the Bank is unable to act on any of the Instructions or does not exist in the month concerned, while the following Banking Day falls on next month, the Banking Day immediately preceding such day will be treated as the effective date.
11. The Customer shall ensure that there is sufficient credit balance standing in the account to be debited on the Banking Day immediately before the effective date specified in the Instructions. The Bank is not obliged to but may act on any Instructions (without liability for any failure to do so) if, at that time, any credit balance standing to the account to be debited is insufficient or if the overdraft created or increased by any payment will exceed the amount acceptable to the Bank. The Bank is not responsible or liable for any delay or refusal to act on any Instructions in such circumstances and the Customer is liable for any resulting overdraft or amount owed to the Bank as a result of the Bank acting on any Instructions in such circumstances.
12. The Bank shall not be obliged to accept any cancellation or variation of any Instructions on the effective date specified or if it considers it has insufficient time to act at its absolute discretion.
13. The Customer represents and warrants that all necessary arrangements have been made in respect of any Autopay-In and that the Bank may admit, compromise or reject any claim made against the Bank by any account holder whose account is debited as a result of any collection and may debit the Customer's account(s) with the Bank with the amount of any claim admitted or compromised as the Bank shall in its absolute discretion decide.
14. In case of the Autopay-in arrangement, the amount that should be received by the Customer would be credited into the account designated in this Application on the effective day specified in the Instructions. The amount(s) so credited are subject to final payment (i.e. the Bank's actual receipt of freely remittable and immediately available and disposable funds thereof). Unless otherwise agreed by the Bank, the amount(s) so credited are not available for withdrawal by the Customer before the final payment is confirmed on the next Banking Day. The Bank shall be entitled to charge or debit the account concerned with any amount(s) which cannot be collected together with interest thereon and any cost and expenses incurred.
15. The terms and conditions herein are without prejudice and in addition to any terms and conditions contained in any other documents which the Customer has entered into or will be entering into regarding the Autopay Services, CBS Online and/or File Transfer System. The Customer understands that in case of transmission of the Instructions via CBS Online or File Transfer System, the Customer must subscribe for the CBS Online or File Transfer System on the terms and conditions applicable thereto but that all the terms and conditions herein apply accordingly. For Customer using service(s) or channel(s) provided by the Bank's approved service provider(s) for transmission of the Instructions to the Bank, the Customer must subscribe for such services from the relevant service provider(s). For the avoidance of doubt, the Bank has no responsibility or liability whatsoever with regard to the service provider's performance or any act or omission of the service provider or its employees.
16. The Bank shall have no responsibility whatever for any delay, error, omission, loss or damage howsoever arising from (i) the improper use of the Software and/or related device or any failure of the Customer to comply with any of the terms and conditions set out herein and/or (ii) failure for whatsoever reason to receive payment from specified payers under the Autopay-in arrangement and/or (iii) any mechanical failure, malfunction, interruption howsoever caused or the inadequacy of the computer system of the Bank or other service provider(s) or any other causes beyond the control of the Bank and/or (iv) any data contained in the computer printout provided by the Bank used by the Customer for whatsoever purposes including but not limited to the

purpose of using such printout for tax returns.

17. The Customer hereby agrees and undertakes to, on demand, indemnify the Bank and keeps the Bank indemnified against any action, proceedings, claims, direct or indirect losses, damages, costs, expenses and/or demands whatsoever which may be brought or taken against the Bank or suffered or incurred by the Bank by reason of the Bank implementing the Instructions. The Customer further authorizes the Bank to admit, compromise or reject any such action or claim as the Bank may deem appropriate and to debit the account designated in this Application with the amount so admitted or compromised as the Bank may in its absolute discretion decide.
18. The Bank is hereby authorized to debit any of the Customer's account with the Bank with any service charge from time to time specified by the Bank in respect of the Autopay Services.
19. The Customer acknowledges that the Autopay Services may be terminated by the Bank at any time by seven (7) days' notice sent by ordinary post to the address of the Customer last on record with the Bank.
20. The Customer understands that if the Autopay Services are not used for one (1) year, the Bank shall be entitled to, without notice, terminate the Autopay Services and delete all records of the Customer on the file of the Bank.
21. The Customer undertakes at all times to notify the Bank in writing of any change in information given herein. The Customer (whether an individual, a corporation or otherwise) acknowledges that he has noted the content of the notice issued by the Bank relating to the Personal Data (Privacy) Ordinance (the "Notice") which is on display in the banking halls or was made available to the Customer and agrees that it is necessary to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking and related service (including the Autopay Services). The Customer further authorizes the Bank to use his data for the purposes set out in the Notice and notes that data held by the Bank will be kept confidential but permits the Bank to provide such information to the persons listed in the Notice or any other persons for the purposes set out in the Notice or in compliance with any laws, regulations or directions binding on the Bank or its branches. The Customer further authorizes the Bank to contact, if applicable, any of his employer, bank, referee or any other source for the purpose of obtaining or exchanging any information and to compare the information provided by the Customer with other information collected by the Bank for checking purposes. The Bank is entitled to use the result of such comparison to take any action, which may be adverse to the interest of the Customer, against the Customer. The Customer also consents to his data being transferred to another jurisdiction outside Hong Kong. The Customer further represents and warrants that the Customer has obtained all necessary consents from any account holders / beneficiaries for any transfer or release of personal data to the Bank in order for the Bank to provide the Autopay Services.
22. In this Application Form, reference to the singular shall include the plural and vice versa and reference to the person shall include corporation where this Application and Agreement is signed by two or more persons their liabilities hereunder shall be joint and several.
23. This Application Form shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region.
24. The Chinese version of this Terms and Conditions is for reference only and if there is any conflict between the English and the Chinese versions, the English version shall prevail.