

CONDITIONS OF TRANSFER

I/We agree that the remittance/draft is to be despatched entirely at my/our own risk and that:

1. It is clearly understood that Shanghai Commercial Bank Ltd. (hereinafter called the Bank) will not be liable for any losses or damages due to delay in payment or in giving advice of payment; loss of items in transit or otherwise, error, omission, mutilation, interruption or delay in transmission or delivery of any item, letter, telegram or cable; or the actions of the Bank's correspondents, agents or staff, or any act or event beyond the Bank's control unless the same is due to the negligence or wilful default of the Bank or its authorized officers, employees or agents.
2. The Bank's correspondents or agents will re-direct the payment or credit the account of the beneficiary based on the identifying number (e.g. Account Number, CHIPS UID, ABA Number) provided by me/us. **In the event of any inconsistency between the name and the identifying number of a credit party in my/our payment instructions, the Bank and the Bank's correspondents or agents will not be responsible for any losses, damages, liabilities or claims that may arise as a result of the credit party being incorrectly identified.**
3. The Bank has absolute and unfettered discretion to appoint one or more correspondent banks in dealing with the remittance transaction and in relation to any other matters arising out of the process of remittance. **The Bank will not be responsible for any damages, costs or expenses incurred by me/us in connection with, either directly or indirectly, exchange control or other restrictions or measures which may be imposed by the laws and regulations of the country of the correspondent banks and I/we accept all the risks of or arising from such laws, regulations, measures and restrictions.**
4. The Bank may, under circumstances determined by the Bank, require from me/us or anyone of us or any one of my/our authorized signatories or authorized persons, **confirmation of the application by means of telephone before acting on the same.** The Bank may refuse to act on the application in the absence of such confirmation (in which event the Bank shall have absolute discretion to determine the disposal of the relevant application), without responsibility or liability on the Bank for any such refusal or delay in so acting. For avoidance of doubts, the Bank shall not be liable for any losses, damages, liabilities or costs suffered or incurred by me/us or any third party as a result of (a) the Bank's executing the application, (b) the improper execution, delayed execution or non-execution of any application unless the said losses, damages, liabilities or costs suffered or incurred is due to the negligence or wilful default of the Bank or its authorized officers, employees or agents.
5. **The Bank's correspondent's charges will be deducted from the amount remitted unless specified.** If the remittance must be effected in full amount without any deduction of charges, I/we need to insert "IN FULL" after the amount of remittance in words in which case the charges will be for my/our account.
6. **Applications for same day value are subject to cut-off times** related to the geographical location of the destination.
7. **The Bank is entitled to reimbursement for the expenses so reasonably incurred** on itself and its correspondents or agents.
8. I/We have noted and will note the contents of a circular relating to Personal Data (Privacy) Ordinance issued and updated by the Bank from time to time. The Bank is further authorized to use my/our data for the purpose set out in the circular and such other purposes directly or indirectly relating to the applications. I/We permit the Bank to disclose any of my/our information to the persons listed in the circular or any other persons for the purposes set out in the circular or in compliance with any laws, regulations, codes, guidelines, circulars or directions affecting or binding on the Bank or its branches. In particular, **the Bank may include my/our data (including but without limitation, my/our name, account number, address, date of birth, the number of a government-issued identity document I/we hold (e.g. identity card, passport)) and/or any other information in the remittance message or disclose such data or information to the beneficiary, the beneficiary's bank, financial institution, appropriate authorities or any other third parties as may be required from time to time under any laws, regulations, codes, guidelines, circulars or directions affecting and binding on the Bank or its branches.**
9. Any request for amendment, cancellation or refund has to be made by me/us. In case of cancellation of a remittance, refund is to be made only on the basis of the amount actually received from the correspondents and at the Bank's buying rate on the day of refund.
10. Notwithstanding that a place for payment shall be requested by me/us, the Bank reserves the right to draw the demand draft payable in a place other than that specified/not specified by me/us if operational circumstances so require.
11. All payment instructions and conditions written hereon should be checked carefully by me/us in each case.

(In the event of any inconsistency between the English and Chinese versions of these terms and conditions, the English terms and conditions will prevail.)

匯款條款

本人/吾等同意，發送匯款/票據之風險完全由本人/吾等承擔，並且：

- (一) 清楚明白上海商業銀行有限公司（下稱「貴行」）對於因下列情形而引致之任何損失或損害無須負責（但如該等損失或損害是由貴行或貴行的授權人員、僱員或代理人的疏忽或故意失責造成的則除外），包括：付款延誤或付款通知延誤；在傳輸途中或於其他情況下遺失項目，或任何項目、書函、電報或電文在傳送或交付途中發生錯誤、遺漏、切斷、中斷或延誤；貴行之代理銀行、代理人或職員之行為；或貴行無法控制之其他行為或事故。
- (二) 貴行之代理銀行或代理人將根據本人/吾等提供之辨別號碼（如帳戶號碼、CHIPS UID、ABA 號碼）解款或記入收款人帳戶。倘於本人/吾等之匯款指示中之收款人名稱與辨別號碼不符，因錯誤辨別收款人而引致之任何損失、損害、責任或申索，貴行及貴行之代理銀行或代理人無須負責。
- (三) 貴行有絕對及不受約束之酌情權委任一家或以上的代理銀行辦理匯款或於匯款過程引起之其他事項。對於本人/吾等直接或間接因為代理銀行所在國家之法律及法例實施之外匯管制或其他限制或措施所引致的任何損害、費用或開支，貴行無須負責，本人/吾等並接受因該等法律、法例、措施及限制而引起的所有風險。
- (四) 在貴行決定的某些情況下，貴行可向本人/吾等、本人/吾等當中任何一人或本人/吾等之任何一名授權簽署人或獲授權人士要求於匯出款項前以電話確認此匯款申請。如貴行未能獲得上述的確認，貴行可拒絕辦理此匯款申請（在此情況下，貴行有絕對酌情權決定如何處置有關匯款申請）；貴行無須為因此拒絕或延遲行事而承擔任何責任。為免生疑問，由於（甲）貴行執行匯款申請，或（乙）不當執行、延誤執行或不執行任何匯款申請，而引致本人/吾等或任何第三方蒙受之損失、損害、責任或費用，貴行無須負責，除非該等損失、損害、責任或費用是由貴行或貴行的授權人員、僱員或代理人的疏忽或故意失責造成的。
- (五) 除另作說明外，貴行之代理銀行之費用將自匯款金額中扣除。倘匯款必須全數解付，本人/吾等須在匯款金額之後加上「全數」兩字，在此情況下，有關費用由本人/吾等支付。
- (六) 即日付款之匯款申請，須受目的地所在之地理區域之截數時間限制。
- (七) 貴行有權為貴行本身及貴行之代理銀行或代理人獲償還因匯款引起之一切合理費用。
- (八) 本人/吾等已經並將注意貴行不時發出及更新關於《個人資料（私隱）條例》之通告內容。貴行獲授權將本人/吾等之個人資料用於通告規定之目的，以及直接或間接與匯款申請有關的其他目的。本人/吾等允許貴行將本人/吾等之資料披露予通告列明之人士，或為通告規定之目的而披露予其他人士，或為遵守對貴行及貴行分行有影響或約束力之任何法律、法例、守則、指引、通告或指示而披露予其他人士。尤其是貴行可按不時對貴行及貴行分行有影響或約束力之任何法律、法例、守則、指引、通告或指示之需要，在匯款信息內列明本人/吾等之個人資料（包括但不限於本人/吾等之姓名、戶口號碼、地址、出生日期、由政府發出本人/吾等持有之身份證明文件編號（例如身份證、護照）及/或任何其他資料，或將該個人資料或資料披露予收款人、收款人銀行、財務機構、有關當局或任何其他第三者。
- (九) 任何修改、取消或退款之要求，必須由本人/吾等提出。倘取消匯款，須待貴行收到代理銀行實際退回之款項，按退款當日買入匯價兌換退還。
- (十) 儘管支付地點由本人/吾等要求，但貴行保留權利，於營運情況需要時決定在本人/吾等指定以外並無指定之地點支付匯票。
- (十一) 本人/吾等每次均應小心核對本文件所載各項匯款指示及條款。

（本條款之中文譯本如與英文本有異，則以英文本為準。）

