

ANZ Internet Banking Terms and Conditions

1. DEFINITIONS

- 1.1 In these terms and conditions for Internet Banking, the following definitions apply unless the context requires otherwise: -

"Agreement"; means the agreement formed between the Bank and the Customer by the Internet banking Application which has been completed and signed by the Customer and accepted by the Bank, read together with these terms and conditions for Internet Banking.

"Application" means any application on forms prescribed by the Bank for any of the Banking Services.

"Bank" means Australia and New Zealand Banking Group Limited (ANZ)

"Banking Services" means the financial, banking or other services, products, and facilities which may be offered by the Bank through Internet Banking from time to time (as may be withdrawn, added to or modified by the Bank in its discretion).

"Compromised Security Device" is defined in Clause 6.2.

"Content" is defined in Clause 12.1.

"Customer" means the party named in the Internet banking Application as such.

"Internet banking Application" means the application form for Internet Banking as may be prescribed by the Bank from time to time.

"Internet Banking" means the service of providing electronic access to any Banking Service via the Internet.

"Instruction" means any instruction, request or other communication transmitted through Internet Banking and authenticated with, referable to, or using the Security Devices and shall include any Application which has been submitted in electronic form via Internet Banking.

"Security Devices" means all smartcards, tokens, digital certificates, electronic key, logon identifiers, passwords, password generators, personal identification numbers (PINs), electronic devices and other codes and access procedures issued by the Bank or by any other party designated by the Bank from time to time in order to enable the Customer to access and/or use Internet Banking.

"Security Notification" is defined in Clause 6.2.

"Terms of Banking Services" is defined in Clause 19.

2. USE OF INTERNET BANKING

- 2.1 **Access to Internet Banking is granted to persons who have identified themselves by using the Security Devices issued or as designated by the Bank and by complying with the Bank's instructions and procedures regarding the use of such Security Devices.**
- 2.2 **The Bank strongly recommends that the passwords be changed periodically.**
- 2.3 Access to Internet Banking is subject to the terms of this Agreement, the Account opening terms and conditions and the specific terms and conditions in respect of the

relevant service(s) and/or product(s) and to such other terms and conditions as the Bank may at its absolute discretion determine from time to time.

- 2.4 Notwithstanding the foregoing, the Bank may (but shall not be obliged to) at its sole absolute discretion and without stating reasons require that the Customer identifies himself/herself by alternative means (by signature or in person) and/or to give confirmation of the Instructions (whether in writing or otherwise and in such form and substance as prescribed by the Bank from time to time) before the Bank proceeds to act on such Instructions.
- 2.5 The Customer agrees to procure and install, at its own cost and expense, the software, hardware and/or equipment necessary to access and/or use Internet Banking as instructed or advised by the Bank. The Customer shall take all reasonable precautions to ensure that it does not transmit any virus, trojan horse, worms, bot or other malicious software that may interfere with Internet Banking or the Bank's computer systems.
- 2.6 The Customer agrees to use any and all Security Devices issued or designated by the Bank and to comply with the Bank's instructions and procedures regarding the use of the Security Devices, and to ensure that all instructions and requests to the Bank transmitted through Internet Banking are authenticated with the Security Devices in such manner as required or notified by the Bank. For the avoidance of doubt, the Customer acknowledges that the Bank shall be entitled to alter, amend or withdraw any existing Security Device(s) and/or introduce new Security Device(s) from time to time, as it deems fit.
- 2.7 The Customer agrees and undertakes to be bound by and to comply with any and all of the Bank's procedures, requirements, restrictions, instructions or any additional conditions pertaining to the access and use of Internet Banking as may be issued by the Bank from time to time .
- 2.8 **Effect of Instructions**

The Customer acknowledges that all Instructions (whether authorised by the Customer or not) are irrevocable and binding on the Customer upon transmission through Internet Banking and the Bank shall be entitled to effect, perform or process such Instructions without the Customer's further consent and without any further reference or notice to the Customer.

The Bank shall not be obliged to carry out every Instruction received and may refuse any Instruction without giving any reason. The Bank will only carry out an Instruction in so far as in the Bank's sole and absolute discretion is practicable or reasonable for the Bank to do so and in accordance with the terms of this Agreement, the Terms of Banking Services, and/or its regular business practice and procedure. Without limiting the generality of the foregoing, any Instruction received by the Bank outside its normal business hours in Hong Kong will be considered to have been received by the Bank on the next business day.

2.9 **Agreements over Internet Banking**

The Customer understands that, where available and applicable, the Customer may use Internet Banking to complete and transmit Applications for certain Banking Services, and offer to enter into agreements for such Banking Services as the Bank may offer from time to time. The Customer further understands and agrees that the terms and conditions applicable to any such Banking Services are the terms and conditions applicable at the time of submission of the relevant Application via Internet Banking. All Applications transmitted electronically shall be authenticated with the Security Devices in such manner

as required or notified by the Bank. All Applications shall be subject to acceptance by the Bank, which acceptance may be declined, withheld or made subject to further terms at the Bank's discretion.

2.10 **Instructions are final and binding**

The Customer acknowledges that it is the Customer's sole responsibility to ensure that:

- (a) no other person is granted access to, or knowledge of, his Security Devices; and
- (b) when the Customer provides information or gives Instructions using Internet Banking, all information provided and all Instructions given are complete, accurate, true and correct.

The Customer acknowledges that the Bank may accept and act upon any instruction, request or other communication issued or transmitted and authenticated with, referable to, or using, the Customer's Security Devices (whether actually transmitted or authorised by the Customer or not) as the Customer's authentic, and duly authorised, accurate and complete Instructions and that the Bank shall be under no obligation to investigate the authenticity or authority of persons effecting the Instruction or verify the accuracy and completeness of the Instruction and that the Bank may treat the Instruction as valid and binding on the Customer notwithstanding any inadvertence, negligence, fraud or forgery in the use of the Security Devices or the transmission of the Instruction, or any error, lack of clarity or misunderstanding in the terms of such Instruction.

3. **SOFTWARE, HARDWARE & SECURITY DEVICES**

- 3.1 The Customer acknowledges and agrees that Bank reserves the right to change the type or versions or specification or configuration of any software, hardware or equipment that the Customer may be required to use to access and use Internet Banking, and in the event such requirements are not met by the Customer, the Customer may not be able to access or use Internet Banking or the Bank may reject any Instructions sent by the Customer and terminate this Agreement forthwith.
- 3.2 All smartcards, tokens, digital certificates, electronic keys and other electronic devices comprised as part of the Security Devices provided to the Customer are and shall remain the exclusive property of the Bank. The Customer agrees and undertakes to return all the physical tokens and/or media containing such Security Devices to the Bank: -
 - (a) forthwith on request of the Bank; and/or
 - (b) in the event set out in Clause 15.4 below.

The Customer shall notify the Bank immediately if any issued Security Device is lost, mutilated or stolen. The Bank shall be entitled to charge a fee for replacement Security Devices issued to the Customer.

- 3.3 The Bank grants to the Customer a non-exclusive non-transferable licence to use the Security Devices only for the purposes of accessing Internet Banking. The Customer shall not disassemble or reverse engineer any Security Device and shall not cause any portion thereof to be copied, removed, modified, transferred, adapted or translated in any form, in whole or in part, and shall not allow any third parties to have access to Internet Banking or any documentation relating to Internet Banking or any part thereof without

the prior written consent of the Bank.

4. INTERNET BANKING

4.1 Availability

The Customer acknowledges that Internet Banking is provided on an “as is”, “as available” basis only and that the time periods during which Internet Banking may be available are subject to change. The Customer further agrees that the Bank shall be entitled (but shall not be obliged) at any time, at the Bank’s discretion and without prior notice, to temporarily suspend the operations of Internet Banking for updating, maintenance and/or upgrading purposes, or any other purpose whatsoever that the Bank deems fit, and in such event, the Bank shall not be liable for any damage, loss, liability, expense or costs which may be incurred as a result.

4.2 Alteration and limits

The Customer acknowledges and agrees that the Bank may, without notice, at any time and from time to time: -

(a) add to, vary, alter, suspend or remove any of the Banking Services, including without limitation the right to set, vary or cancel limits for any transaction types, facilities, services and products that may be carried through Internet Banking, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability period; and/or

(b) add to, vary, alter, suspend or remove Internet Banking in whole or in part without giving any reason and without incurring any liability.

4.3 New services and products

The Customer acknowledges that the Bank reserves the right to introduce new services and/or products through Internet Banking at any time and that by utilising such new services and/or products as and when such new services and/or products become available, the Customer shall be bound by the terms and conditions in force governing such new services and/or products.

4.4 Fees, charges and right of debit

The Bank reserves the right to impose, set and/or modify the fees and charges payable by the Customer for use of Internet Banking or any part thereof in the exercise of the Bank’s sole and absolute discretion, by reasonable prior written notice to the Customer. In the event the Customer disagrees with any of such fees and charges, the Customer shall discontinue the use of Internet Banking or the relevant part thereof. The Customer authorises the Bank to debit such fees and charges incurred by the Customer for the use of Internet Banking from any account(s) (whether single or joint) which the Customer has with the Bank. If there are insufficient funds in the Customer’s account(s), the Bank may (but not be obliged to) forthwith cancel all the Customer’s Instructions and terminate this Agreement.

The Customer further agrees that all fees, costs, charges, expenses, interest and other amounts payable to the Bank under this Agreement shall be in Hong Kong

currency.

4.5 Joint Accounts

(a) The Customer acknowledges and agrees that where an Internet banking Application has been accepted by the Bank in respect of a joint account, each joint account holder shall be jointly and severally liable to the Bank for any Instructions effected or performed or processed through Internet Banking.

(b) If the Customer holds (together with any others) an “and” joint account (operated by joint signing authority), the Customer may be able to view, but will not have transactional capability over, such account through Internet Banking.

(c) If the Customer holds (together with any others) an “or” joint account (operated by a single signing authority) any such joint account holder will be able to view, and to transact using, such account through Internet Banking. In respect of transactions on such joint accounts, the Bank may at any time require all the account holders to expressly give their consent before any Instructions are executed or to suspend or terminate access to any account holder without notice to any account holder.

(d) The Bank shall be entitled to refuse to accept or act on any Instructions in respect of joint accounts without incurring any liability to any holder of such joint account for so refusing.

5. NO WARRANTY

All Content provided through Internet Banking is provided on an “as is”, “as available” basis. Because of the risks and problems inherent in the Internet, the Bank does not warrant the results that may be obtained from the use of Internet Banking or the accuracy, adequacy or reliability of any Content obtained through Internet Banking, whether or not the Content is from the Bank or any other third party, and the Bank expressly disclaims liability for errors or omissions in the Content. Notwithstanding any other provision of this Agreement, no warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, satisfactory quality, merchantability, fitness for a particular purpose and freedom from computer virus or other invasive or damaging code, is given in conjunction with Internet Banking, the Content and/or the Security Devices.

6. SECURITY

6.1 The Customer undertakes not to disclose any Security Devices to, or permit the use of any Security Devices by, any third party, and to take all necessary precautions to ensure that:-

(a) all Security Devices are kept completely confidential and secure; and

(b) there is no unauthorised use or abuse of the Security Devices.

6.2 The Customer undertakes to notify and/or contact the Bank immediately (“Security Notification”) if the Customer has reason to believe, suspect that or has knowledge that:-

(a) the security of any Security Device may have been compromised;

(b) such Security Device has become known or been revealed to any other person;

(c) there has been unauthorised use of the Security Device; and/or

(d) such Security Device is lost, mutilated or stolen.

(“Compromised Security Device”) and the Customer shall immediately cease to use such Compromised Security Device until further notice from the Bank. Any Security Notification given verbally or electronically shall be confirmed in writing by the Customer and actually received by the Bank within [twelve (12)] hours of the verbal or electronic notification, failing which the Bank shall not be obliged to act upon the Security Notification.

- 6.3 In the event a Security Notification has been given by the Customer, the Customer understands that it is the Customer’s responsibility to ascertain which of the Customer’s Instructions which are outstanding are valid and if the Customer wishes such valid Instructions to be carried out, the Customer shall re-instruct the Bank, by notice in person or in writing faxed or sent by post to the Bank, to carry out those Instructions.
- 6.4 The Customer acknowledges that the Bank shall be entitled to deactivate or revoke the use of any one or more of the Security Devices at any time without assigning any reason and without prior notice to the Customer.
- 6.5 The Customer acknowledges and confirms that the Customer shall be bound by all Instructions and transactions resulting from any Instructions made which are referable to any Compromised Security Device until such time as the Bank has received the Security Notification in the manner set out in Clause 6.2 and has effected cancellation of the Compromised Security Device, and accordingly, the Customer agrees that the Customer will be liable for all such transactions which were processed by the Bank prior to or at the time of such cancellation, or which the Bank, notwithstanding its reasonable endeavours, was unable to stop the processing of.
- 6.6 Subject to clause 6.2 and 6.3, and if in the reasonable opinion of the Bank there is no gross negligence, fraud or fault on the part of the Customer, the Customer shall not be liable for loss or misplacement of funds caused by any unauthorised transactions as a result of the Compromised Security Device.
- 6.7 The Customer hereby agrees (unless clause 6.6 applies or due to the negligence or wilful default of the Bank) that the Bank shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise, for any damage, loss, liability, expense or costs whatsoever (whether direct or indirect, or whether foreseeable or not) suffered or incurred by the Customer as a result of:

(a) any transaction resulting from any Instruction made by the Customer or purportedly made by the Customer and referable to such Compromised Security Device and which was processed by the Bank prior to or at the time of such cancellation, or which the Bank, notwithstanding its reasonable endeavours, was unable to stop the processing of; or

(b) any failure by the Bank to carry out any Instruction referable to a Compromised Security Device which was outstanding as at the time the Bank cancels such Compromised Security Device and which the Bank had stopped the processing of.

- 6.8 For the purposes of this Clause 6, an Instruction shall have been "processed" where the Bank had commenced carrying out the Instruction and it is no longer reasonably able to cancel or revoke the transaction without causing prejudice to the Bank as determined by the Bank in its sole discretion, and an Instruction is "outstanding" where it is at any stage prior to being processed.

7. EVIDENCE & RECORDS

- 7.1 The Customer agrees that:-

(a) The Customer shall not dispute or challenge the validity or enforceability of any Instruction or any communications from the Bank in electronic form on the grounds that it is not a written document and the Customer hereby waives any such right the Customer may have at law; and

(b) the Instructions and communications from the Bank, though in electronic form, are original documents and that the Customer will not challenge the admissibility of any Instruction or any communications from the Bank on the grounds that it is made in electronic form.

- 7.2 The Customer acknowledges and agrees that the Bank's records of the Instructions, communications, operations or transactions made or performed, processed or effected by the Customer or any person purporting to be the Customer, acting on the Customer's behalf or purportedly acting on the Customer's behalf, with or without the Customer's consent, and any record of any transactions maintained or by any relevant person authorised by the Bank relating to or connected with Internet Banking and/or the Banking Services shall be binding and conclusive on the Customer for all purposes whatsoever and shall be conclusive evidence of the transaction and the Customer's liability to the Bank. The Customer hereby agrees that all such records are admissible in evidence and that the Customer shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and the Customer hereby waives any of his rights (if any) to so object.

8. CONFIRMATION FROM THE BANK

- 8.1 The Customer understands that the transmission of Instructions to the Bank through Internet Banking may not be received or completely or accurately received by the Bank for reasons beyond the Bank's reasonable control including but not limited to mechanical, software, computer, telecommunications or electronic failure. The Customer further acknowledges that unless the Customer receives confirmation of receipt of the same from the Bank, Instructions may not have been received or completely or accurately received and accordingly, may not be processed or accepted by the Bank or may be wrongly processed by the Bank. The Customer acknowledges and agrees that the Bank shall not be liable to the Customer in any way for any damage, loss,

liability, expense or costs whatsoever or howsoever caused arising, directly or indirectly, in connection with the transmission, failure of transmission, or incomplete or inaccurate transmission of Instructions to the Bank through Internet Banking or any lack of confirmation of receipt of any Instructions by the Bank for whatever reason.

- 8.2 For each transaction concluded through Internet Banking, the Bank shall have no duty whatsoever to send any acknowledgement, advice or statement of any kind to the Customer unless specifically requested by the Customer and agreed to by the Bank. Upon receipt of an acknowledgement, advice or statement from the Bank, the Customer shall have a duty to examine the advice and notify the Bank of any alleged error or irregularity therein. If the Bank does not receive any notice of alleged error or irregularity within [seven (7)] days after the date of the acknowledgement, advice or statement concerned, the Customer shall be deemed to have accepted the contents of such acknowledgement, advice or statement

9. **DISCLOSURE OF INFORMATION**

- 9.1 The Customer hereby expressly authorises the Bank to disclose such information concerning the Customer and the account(s) of the Customer as the Bank may deem necessary or appropriate, including any information arising out of or in connection with the use of the Banking Services and Internet Banking in Hong Kong or overseas in any other countries to:-

(a) any other branches, subsidiaries or associated or related companies of the Bank wherever located;

(b) all government agencies and authorities in Hong Kong or elsewhere where the disclosure is required by law;

(c) any agents or third party contractors or service providers which have agreed to perform work for or provide services to the Bank, whether in Hong Kong or elsewhere;

(d) any person who provides, operates, manages, or maintains any part of the system or equipment relevant to the provision of any service to the Customer; and

(e) any other person at any time;

(i) which the Bank in good faith considers to be appropriate for the purpose or in the interest of the Bank; or

(ii) in connection with the maintenance of, or the provision of services in relation to, any Customer account.

The Customer authorises the Bank to procure any information from any third party as the Bank may in good faith deem necessary including from information processing entities in connection with the use of Banking Services and Internet Banking and authorises such disclosure by such third party of information

required by the Bank.

The above authorisations shall survive the termination of this Agreement.

- 9.2 The Customer acknowledges and agrees that, because of the risks and problems inherent in the Internet, the Bank cannot and does not warrant the security of any information transmitted by or to the Customer using Internet Banking and the Customer accepts the risk that any information transmitted or received using Internet Banking may be accessed by unauthorised third parties and/or disclosed by the Bank and by its officers, employees or agents in good faith to third parties purporting to be the Customer or purporting to act under the Customer's authority. The Customer will not hold the Bank or any of its officers, employees or agents responsible or liable, in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any such access or disclosure or for any damage, loss, liability, expense or costs (whether direct or indirect, or whether foreseeable or not) suffered or incurred by the Customer as a result of any such access or disclosure

10. LIMITATION OF LIABILITY

- 10.1 Unless clause 6.6 applies or due to the negligence or wilful default of the Bank, the Customer agrees and confirms that the Bank shall in no event be liable for any direct, indirect, incidental, punitive, special or consequential damages or economic loss whatsoever or howsoever caused arising directly or indirectly in connection with Internet Banking, any Instruction and/or this Agreement, including but not limited to:-

(a) not having sufficient funds in the relevant Customer account to effect payment or transfers;

(b) any damage, loss, liability, expense or costs suffered or incurred by the Customer arising from or referable to the Instructions given by the Customer being incorrect or inaccurate in any manner whatsoever;

(c) any damage, loss, liability, expense or costs suffered or incurred by the Customer as a result of use of any Security Device or Compromised Security Device by any party;

(d) any damage, loss, liability, expense or costs incurred as a result of any prohibition, restriction, delay in use or access of Internet Banking caused by compliance with any laws and/or regulations of Hong Kong or any other country;

(e) any damage, loss, liability, expense or costs incurred as a result of any service agreements prescribed by, or any act or omission of, any telecommunications carrier, data centre, facilities management or hosting service provider, call centre, outsource service provider and/or Internet service provider, network service provider, content provider, and/or other third party service provider, or any hardware, software or system problem or failure attributable to any of such parties;

(f) any error(s), problems or failures in transmission of any Instructions

through Internet Banking or transmission by the Bank of any other data or information through Internet Banking; and/or

(g) damages for loss of profits, goodwill, use, data or other intangible losses (even if the Bank has been advised of the possibility of such damages) arising from or in connection with: (i) any use, inability to use or interruption in the use of Internet Banking for any reason whatsoever; or (ii) any system, hardware, software, telecommunications, server or connection failure, error, omission, interruption, delay in transmission, or computer virus.

10.2 The Customer will be held liable for any damage, loss, liability, expense or costs suffered or incurred where in the reasonable opinion of the Bank the Customer has acted fraudulently. The Customer may be held liable for any damage, loss, liability, expense or costs suffered or incurred as a result of gross negligence on the part of the Customer (which shall include failure to comply with clause 2.1 of this Agreement).

10.3 The Customer expressly agrees that the foregoing exclusions of liability are an essential part of the consideration bargained for under this Agreement and that the fees and charges for Internet Banking, (a) if not currently charged, will have to be charged to the Customer; (b) if currently charged, will have to be substantially higher, in the absence of such exclusions.

11. INDEMNITY

Unless clause 6.6 applies or due to the negligence or wilful default of the Bank, the Customer hereby agrees to indemnify the Bank and keep the Bank at all times fully indemnified from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs of the Bank on a solicitor and own client basis), awards, damages, losses and/or expenses to which the Bank may be subject for whatever reason in relation to the Customer's use or purported use of Internet Banking and/or the exercise of the powers and rights of the Bank under this Agreement, including but not limited to:-

(a) any abuse or unauthorised use by any party of the Security Devices;

(b) any breach by the Customer of the terms and conditions of this Agreement;

(c) any:-

(i) failure or malfunction in the Customer's hardware and/or software used in connection with Internet Banking; or

(ii) any viruses and other malicious, destructive or corrupting code, program or macros, Trojan Horses, worms, logic bombs or other software routine or hardware components designed to permit unauthorised access which have been introduced by the Customer or the Customer's computer system to Internet Banking.

which affects or causes Internet Banking and/or the Bank's hardware, software and/or other automated systems to fail or malfunction; and

(d) any claim by any other party against the Bank arising from sub-clauses (a), (b) or (c) above.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 The Customer acknowledges that:-

(a) the content, including but not limited to text, software (including any html, java script, java, CGI script or any other computer code), music, sound, photographs, video, graphics, graphical user interface, forms, diagrams or other material, used in connection with, incorporated or contained in or presented to the Customer through Internet Banking; and

(b) any materials (including any software or computer code of any kind and user manuals) and/or information presented to the Customer by the Bank for use with Internet Banking,

(all the aforementioned content and/or materials to be collectively referred to as "Content") are the exclusive property of the Bank and/or its third party licensors.

12.2 The Customer acknowledges and agrees that the Customer is only permitted to use the Content as expressly authorised by the Bank. This Agreement does not transfer any right, title or interest in Internet Banking or the Content to the Customer and the Customer may not copy, modify, reproduce, distribute, publish or commercially exploit the Content or create derivative works from this Content without expressly being authorised to do so by the Bank.

13. FORCE MAJEURE

13.1 The Bank shall not be responsible or liable to the Customer for:-

(a) delays or failure in performance, whether foreseeable or not; and/or

(b) any damage, loss, liability, expense or costs howsoever arising, whether foreseeable or not,

resulting from or due to any circumstances or causes whatsoever which are not within the reasonable control of the Bank.

13.2 Without prejudice to the generality of Clause 13.1 above, the following shall be regarded as circumstances and/or causes beyond the Bank's reasonable control:- (i) flood, lightning, acts of God, fire, earthquakes and other natural disasters (ii) strikes, labour disturbances, lockouts, material shortages, riots, acts of war (iii) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority or any governmental regulations imposed after the fact (iv) import or export regulations or embargoes (v) power failure (vi) acts or defaults of any telecommunications network operator and (vii) circumstances where communications lines for the Bank's computer systems (whether in Hong Kong or elsewhere) cannot be used for reasons attributable to third party telecommunications carriers.

13.3 The obligations of the Bank, so far as affected by circumstance or causes beyond the Bank's reasonable control, shall be suspended during the continuance of any delay or failure in performance so caused and such delay or failure shall not be a breach of this

Agreement.

14. NOTICES

Any notices, demands or other communications may be sent by: -

(a) the Bank to the Customer by facsimile, post or otherwise in writing to the address or facsimile number last known to the Bank or at the Customer's registered office or any of the Customer's principal places of business, and shall be effective (notwithstanding that it is returned undelivered) and shall be deemed to be received by the Customer, if sent by facsimile, on the same day or, if sent by post or despatched to an address in Hong Kong, on the business day next following the date of posting or in the case of an address outside Hong Kong, on the third business day next following and exclusive of the date of posting;

(b) the Customer to the Bank by telefax and shall be effective upon receipt by Customer of the Bank's written confirmation of receipt of the said telefax;

(c) the Customer to the Bank by hand delivery which shall be effective at the time of delivery, or registered mail which shall be effective upon receipt by the Bank; or

(d) the Customer to the Bank by electronic transmission authenticated with the Security Devices in such manner as required or notified by the Bank, and shall, subject to Clauses 6.2 and 8, be effective upon receipt by the information systems of the recipient.

(e) the Bank to the Customer to the Customer's email address notified to the Bank and shall be effective on the date and time of transmission by the mail server operated by the Bank and/or its service provider unless the Bank receives a non-delivery or "returned mail" reply message or any error message indicating that the email was not successfully sent to the Customer's mailbox or the mail server operated by the Customer or the Customer's service provider within twelve (12) hours from the date of transmission of the email from the mail server operated by the Bank or its service provider; and

(f) the Bank to the Customer using such other method as may be prescribed by the Bank and notified to the Customer in accordance with this Agreement.

15. TERMINATION AND SUSPENSION

15.1 The Customer acknowledges that the Bank shall be entitled: -

(a) in its absolute discretion to forthwith terminate this Agreement or to forthwith deactivate or revoke the Customer's access and use of Internet Banking without any reasons at any time by giving notice in writing;

(b) to terminate this Agreement immediately if the Customer is in default of this or any other agreement with the Bank and to suspend the Customer's use of Internet Banking while the Bank is investigating whether such default may have occurred.

15.2 The Customer may terminate this Agreement by giving at least fourteen (14) days' prior written notice to the Bank.

15.3 Termination of this Agreement (howsoever occasioned) shall not affect the on-going operation of any indemnity given by the Customer in respect of this Agreement for Internet Banking.

15.4 Immediately upon the termination of this Agreement by either party for whatever reason, the Customer agrees that: -

(a) it shall forthwith cease to use any Security Devices and/or Internet Banking; and

(b) it shall forthwith return all physical tokens and/or media comprised as part of the Security Devices to the Bank.

Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. Without prejudice to the generality of the aforesaid, the obligations under Clauses 6, 7, 8, 9, 10, 11, 12, 15.3 and 15.4 shall survive the termination of this Agreement.

15.5 Bank reserves the right to suspend any internet banking account that has been inactive for more than 3 months and subsequently disable the service if not activated by the customer within 1 month of deactivation. The customer has right to apply for the service again.

16. AMENDMENTS

The Customer acknowledges and agrees that the Bank may impose such further terms and conditions and to make such changes to this Agreement as well as to any of the Bank's terms and conditions applicable to each of the services or products available under Internet Banking as the Bank may in its discretion deem fit from time to time. Upon any change in the terms and conditions of this Agreement, the Bank will notify the Customer by such method of notification as may be designated by the Bank, which may include notification by way of email or by posting the changes on-line. If the Customer does not agree to be bound by the changes, the Customer shall cease all access and/or use of Internet Banking and shall terminate this Agreement immediately by giving written notice to the Bank. The Customer further agrees that if the Customer continues to use and/or access Internet Banking after being notified of such change to this Agreement, such use and/or access shall constitute an affirmative: - (1) acknowledgement by the Customer of this Agreement and its changes; and (2) agreement by the Customer to abide and be bound by this Agreement and its changes.

17. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of this Agreement shall be governed in all respects by the laws of Hong Kong. The parties hereby submit to the exclusive jurisdiction of the Hong Kong courts

18. NO ASSIGNMENT BY CUSTOMER

The Customer agrees and undertakes not to assign, charge or otherwise deal with this Agreement in any way. The Bank may, without notice or consent of the Customer, assign any rights under this Agreement, assign, transfer and/or delegate or sub-contract any rights or obligations under this Agreement to any other third party.

19. TERMS OF BANKING SERVICES

In addition to these terms and conditions, the Customer agrees that all other terms and conditions applicable to the Banking Services and/or other arrangements between the Bank and the Customer ("Terms of Banking Services") will continue to apply in full force and effect.

In the event of any inconsistency between these terms and conditions and the Terms of Banking Services, the Terms of Banking Services shall prevail in so far as the inconsistency relates to the Banking Service in question, and these terms and conditions shall prevail in so far as the inconsistency relates to Internet Banking..

20. WAIVER

No forbearance, delay or indulgence by the Bank in enforcing the provisions of this Agreement shall prejudice or restrict the rights of the Bank nor shall any waiver of the Bank's rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for the Bank is exclusive of any other right, power or remedy available to the Bank and each such right, power or remedy shall be cumulative, unless where otherwise expressly stipulated in this Agreement.

GENERAL DISCLOSURE

- I certify that my attention is drawn, in particular, to the contents listed below, which details are fully stated in the Internet Banking Terms and Conditions, Privacy statement and Internet Security.
- Customer should notify Australia and New Zealand Banking Group Limited (ANZ) immediately if the Customer has reason to believe, suspect that the Security Devices or password has become known or been revealed to any other person or there is unauthorised transaction.
- If customer acts fraudulently or with gross negligence including but not limited to failing to report Security Incidents immediately to the Bank or failing to protect the Security Devices (such as password or login information), customer shall be responsible for all losses incurred.
- All fee and charges applicable to banking services will continue to apply in full force for use of Internet Banking service. The Bank reserves the right to impose, set and/or modify the fees and charges payable by the customer for use of Internet Banking.
- The ways in which Australia and New Zealand Banking Group Limited (ANZ) collects and uses personal data, through the Internet Banking and otherwise, are specifically regulated by the Personal Data (Privacy) Ordinance in Hong Kong. Please refer to the Privacy Statement for details.
- Customers have a responsibility to ensure that transactions are carried out in a safe and secure manner. Customers have to take all necessary precautions protect their confidential data, such as the password or login information and undertake not to disclose any Security Devices to, or permit the use of Security Devices by any third party.
- For reporting security incidents or complaints, customer can inform the bank by calling the Internet Banking Service Hotline at 2176 8820.

ANZ 網上理財條款與細則

1. 釋義

1.1 在本網上理財條款與細則中，除非文意另有所指，否則以下釋義適用：

「**本協議**」指藉網上理財申請，本行與客戶訂立的協議，有關申請須由客戶填妥及簽署，並獲得本行接納，亦須與本網上理財條款與細則一併理解。

「**申請**」指由本行訂明格式提交的任何銀行服務申請書。

「**本行**」指 Australia and New Zealand Banking Group Limited (ANZ)。

「**銀行服務**」指本行不時通過網上理財提供的財務、銀行或其他服務、產品及安排（本行可酌情決定撤銷、增訂或修改有關銀行服務）。

「**受損保安裝置**」的釋義詳見第 6.2 條。

「**內容**」的釋義詳見第 12.1 條。

「**客戶**」指網上理財申請中指名為客戶的一方。

「**網上理財申請**」指本行不時訂明的網上理財申請表。

「**網上理財**」指通過互聯網以電子方式接通任何銀行服務的服務。

「**指示**」指通過網上理財傳輸，採用保安裝置認證，與保安裝置有關或使用保安裝置作出的任何指示、請求或其他通訊，包括通過網上理財以電子方式提交的申請。

「**保安裝置**」指為使客戶可接通及 / 或使用網上理財，本行或本行不時指定的任何其他人士發出的所有智能卡、憑據、電子證書、電子鎖匙、登入識別碼、密碼、密碼建立器、個人身份識別碼（私人密碼）、電子裝置及其他編碼及接通程序。

「**保安通知**」的釋義詳見第 6.2 條。

「**銀行服務條款**」的釋義詳見第 19 條。

2. 使用網上理財

2.1 **任何人士如使用本行發出或指定的保安裝置證明其身份，並遵照本行有關使用該等保安裝置的指示及程序，將可接通網上理財。**

2.2 **本行極力建議應定期更改密碼。**

2.3 如欲接通網上理財，須遵照本協議的條款、開戶條款與細則、有關服務及 / 或產品的特定條款與細則及本行不時絕對酌情決定的其他條款與細則進行。

2.4 儘管有前文所載，本行可（但並無責任）全權絕對酌情決定要求（毋須提出任何理由）客戶以其他方式（如簽署或親身）證明身份及 / 或確認指示（不論以書面或其他方式，並須按本行不時訂明的格式及內容作出），然後本行才按有關指示行事。

2.5 客戶同意按本行的指示或意見，取得及安裝接通及 / 或使用網上理財所需的軟件、硬件及 / 或設備。客戶須採取一切合理措施，確保有關軟件、硬件及 / 或設備不會傳輸可干擾網上理財或本行電腦系統的任

何病毒、木馬、蠕蟲、外掛或其他有害軟件。

- 2.6 客戶同意使用本行發出或指定的任何及所有保安裝置，並遵行本行有關使用保安裝置的指示及程序，並確保通過網上理財傳輸至本行的所有指示及請求，均按照本行要求或通知的方式以保安裝置認證。為免存疑，客戶確認本行有權於其認為合適時，不時改動、修訂或撤銷任何現有保安裝置及 / 或引入新保安裝置。
- 2.7 客戶同意及承諾受本行不時發出與接通及使用網上理財有關的本行任何及所有程序、要求、限制、指示或任何附加條款約束。
- 2.8 **指示的效力**

客戶確認，通過網上理財傳輸的所有指示（不論經客戶授權與否）均不可撤銷，並對客戶具約束力，而本行有權進行、執行或處理有關指示，毋須客戶進一步同意，亦毋須進一步諮詢或通知客戶。

本行並無責任執行其收到的每項指示，並可拒絕任何指示，毋須提出任何理由。只有執行指示屬於切實可行或合理時，本行才會全權及絕對酌情決定執行有關指示，並只會按照本協議的條款、銀行服務條款及 / 或本行的業務慣例及程序執行有關指示。在不局限前文所載的一般原則下，本行於香港正常營業時間以外時間收到的指示，會被當作本行於下一個營業日收到的指示處理。

2.9 網上理財的協議

客戶知悉，在可提供及適用的情況下，客戶可使用網上理財填寫及傳輸若干銀行服務的申請，亦可為本行不時提供的有關銀行服務，要約訂立協議。客戶進一步知悉及同意，任何有關銀行服務的適用條款及細則，均為通過網上理財提交有關申請時適用的條款及細則。凡以電子方式傳輸的申請，均須按本行要求或通知的方式經保安裝置認證。所有申請均須獲得本行接納，而本行可不接納、拒絕接納有關申請，亦可附有本行酌情決定的進一步條款。

2.10 指示屬最終指示並具約束力

客戶確認，客戶須為確保以下各項而負全責：

- (a) 無任何人可接通或得知客戶的保安裝置；及
- (b) 當客戶使用網上理財提供資料或作出指示時，所提供的一切資料及作出的所有指示均屬完整、準確、真實及正確。

客戶確認，本行可接納已發出或傳輸，並經由客戶保安裝置認證、與客戶保安裝置有關或使用客戶保安裝置作出的任何指示、請求或其他通訊，並接納及按其行事（不論是否實際由客戶傳輸或授權），作為客戶的真確、妥為授權、準確及完整指示，而本行並無責任調查發出指示人士的真確性或權力依據，亦無責任核證指示是否準確及完整，而本行可將有關指示視為有效，並對客戶具約束力，即使使用保安裝置或傳輸指示出於無心、疏忽、欺詐或假冒，或有關指示的條款有任何錯誤、有欠清晰或誤解亦然。

3. 軟件、硬件及保安裝置

- 3.1 客戶確認及同意，本行保留權利更改客戶在接通及使用網上理財時須使用的軟件、硬件或設備的種類、版本、規格或設定。若客戶未能符合有關要求，客戶將不能接通或使用網上理財，或本行可拒絕客戶發送的任何指示，並可即時終止本協議。
- 3.2 客戶獲提供作為保安裝置一部分的所有智能卡、憑據、電子證書、電子鎖匙及其他電子裝置，乃屬本行的專有財產。客戶同意及承諾，如有以下情況，會將載有該等保安裝置的實物憑據及 / 或媒體交還本行：

(a) 在本行提出要求時即時交還；及 / 或

(b) 發生下文第 15.4 條列出的情況。

如所發出的保安裝置已遺失、破損或失竊，客戶須立即通知本行。本行有權對補發予客戶的保安裝置收取費用。

- 3.3 本行將使用保安裝置的非專用及不可轉讓特許授予客戶作接通網上理財用途。客戶不得對保安裝置進行反組譯或反向工程，亦不得安排使其任何部分以任何形式全部或部分複製、移除、修改、轉移、改編或轉譯，如未得本行事前書面同意，亦不得容許任何第三者接通網上理財或取覽任何與網上理財有關的文件或其任何部分。

4. 網上銀行

4.1 提供服務

客戶確認，網上理財會按「現況」及「可提供」方式提供，而提供網上理財的時期亦可更改。客戶進一步同意，本行有權（但並無責任）隨時酌情決定及毋須事前通知而暫停網上理財的運作，藉以進行更新、維修及 / 或升級，或作為本行認為合適的其他用途，而在有關情況下，本行毋須就因而產生的任何損害、損失、責任、支出或費用而承擔任何責任。

4.2 改動及限制

客戶確認及同意，本行可於任何時間及不時作出以下各項，毋須作出通知：

(a) 增訂、變更、改動、暫停或移除任何銀行服務，包括（但不限於）有權釐定、變更或取消通過網上理財進行的任何交易類別、設施、服務及產品的限制，不論金錢、數字或其他限額，並可變更其次數及提供期間；及 / 或

(b) 增訂、變更、改動、暫停或移除整個網上理財或其部分，毋須提出任何理由，亦毋須承擔任何責任。

4.3 新服務及產品

客戶確認，本行保留於任何時間通過網上理財推出新服務及 / 或產品的權利，在推出有關新服務及 / 或產品時及使用有關新服務及 / 或產品時，客戶須受有關新服務及 / 或產品的有效條款及細則約束。

4.4 費用、收費及支取權利

本行保留權利在向客戶發出合理事前書面通知後，本行可全權及絕對酌情決定訂定、釐定及 / 或修改客戶使用網上理財或其任何部分的費用及收費。若客戶不同意任何有關費用及收費，客戶須停止使用網上理財或其有關部分。客戶授權本行從客戶在本行開立的任何賬戶（不論單獨或聯名開立亦然）內支取客戶使用網上理財所產生的有關費用及收費。若客戶的賬戶資金不足，本行可（但並無責任）即時取消客戶的所有指示及終止本協議。

客戶進一步同意，根據本協議須付給本行的所有費用、付費、收費、支出、利息及其他款項，均須以港幣支付。

4.5 聯名賬戶

(a) 客戶確認及同意，若獲本行接納與聯名賬戶有關的網上理財申請，則每名聯名賬戶持有人均須共同

及各別為通過網上理財作出、執行或處理的任何指示承擔責任。

(b) 若客戶（與任何其他人士）持有「及」聯名賬戶（藉授權聯名簽署操作的賬戶），客戶可通過網上理財查閱有關賬戶，但不能通過網上理財使用有關賬戶進行交易。

(c) 若客戶（與任何其他人士）持有「或」聯名賬戶（藉授權一人簽署操作的賬戶），任何一位有關聯名賬戶持有人均可通過網上理財查看有關賬戶，並可通過網上理財使用有關賬戶進行交易。就有關聯名賬戶的交易而言，本行可於任何時間要求所有賬戶持有人明確給予同意然後才執行任何指示，或暫定或終止任何賬戶持有人接通網上理財的權利，毋須通知任何賬戶持有人。

(d) 本行有權拒絕接納聯名賬戶有關的任何指示或按有關指示行事，毋須因如此拒絕接納指示或行事而向有關聯名賬戶的任何持有人承擔任何責任。

5. 並不保證

凡通過網上理財提供的內容，均按照「現況」及「如可提供」方式提供。由於互聯網的固有風險及問題，本行對使用網上理財所得結果，或通過網上理財所取得內容的準確性、是否充足或可靠性不會作出保證，不論內容來自本行或任何其他第三方亦然，而本行明確免除內容出現錯漏的責任。儘管本協議有任何其他條文，本行概不就網上理財、內容及 / 或保安裝置而作出任何類別的保證（不論隱含、明確或法定保證亦然），包括（但不限於）不侵犯第三方權利、所有權、滿意質素、商售性、適合特定用途、不含任何電腦病毒或其他侵入或有害編碼等保證。

6. 保安

6.1 客戶承諾不向任何第三方披露任何保安裝置，或准許任何第三方使用任何保安裝置，並採取一切所需措施，藉以確保

(a) 所有保安裝置均完全保密及安全；及

(b) 並無未經許可使用或濫用保安裝置。

6.2 客戶承諾，如客戶有理由相信、懷疑或得悉以下情況，將會立即通知 / 聯絡本行（「保安通知」）：

(a) 保安裝置的保安受損；

(b) 有關保安裝置被任何其他人士得悉或透露給任何其他人士；

(c) 保安裝置在未經許可下被使用；及 / 或

(d) 有關保安裝置已遺失、受損或失竊；

（「受損保安裝置」），而客戶須立即停止使用有關受損保安裝置，直至本行另行通知為止。凡以口頭或電子方式發出的保安通知，客戶須於口頭或電子通知後（十二（12））小時內以書面方式確認並使本行收訖；否則，本行並無責任根據有關保安通知行事。

6.3 若客戶發出保安通知，客戶知悉其有責任確定哪些尚未執行的客戶指示屬於有效；如客戶擬執行該等有效指示，客戶須親自通知或以書面方式傳真傳送或郵遞寄交本行，藉以重新指示本行執行有關指示。

6.4 客戶確認，本行有權隨時停用或撤銷使用任何一個或多於一個保安裝置，毋須提出任何理由，亦毋須事先通知客戶。

6.5 客戶承認及確認，客戶受與任何受損保安裝置有關的所有指示及根據任何有關指示引申的交易約束，直至收到按照第 6.2 條列出的方式發出的保安通知及註銷受損保安裝置為止；因此，客戶同意客戶須對本

行於註銷之前處理或本行（即使已作出合理努力仍）不能停止處理的一切有關交易承擔責任。

- 6.6 在不抵觸第 6.2 及 6.3 條的情況下，如本行合理地認為客戶並無嚴重疏忽、欺詐或錯失，對於受損保安裝置引起的未經許可交易而導致的損失或錯誤投放資金，客戶毋須承擔任何責任。
- 6.7 客戶特此同意（除非第 6.6 條適用或由於本行疏忽或故意違責所致，則作別論），對於以下各項引致客戶蒙受或產生的任何損害、損失、責任、支出或費用（不論直接或間接，亦不論可否預見亦然），本行概不承擔任何合約、民事侵權（包括疏忽或違反法定責任）或其他責任：

(a) 經由或聲稱由客戶作出並與該等受損保安裝置有關的任何指示所產生的任何交易，有關指示在本行註銷有關受損保安裝置時或之前已然處理，或屬本行（即使已作出合理努力仍）不能停止處理者；或

(b) 本行未有執行任何與受損保安裝置有關的任何指示，有關指示在本行註銷有關受損保安裝置之時尚未執行，而本行亦已停止處理有關指示。

- 6.8 在此第 6 條中，如本行已開始執行指示，而本行全權酌情認為，將不能合理地而且不能在不損害本行的情況下，取消或撤銷有關交易，則有關指示應屬「已處理」；如指示在被處理之前任何階段，有關指示均屬「尚未執行」。

7. 證據及紀錄

7.1 客戶同意：

(a) 客戶不得以並非書面文件作為理由爭議或質疑任何以電子方式作出的指示或本行作出的任何通訊的有效性或可執行性，而客戶特此放棄客戶根據法律所享有的任何有關權利；及

(b) 指示及本行發出的通訊（雖則以電子方式作出）均為正本文件，而客戶不得因其以電子方式作出為理由質疑任何指示或本行所發出的任何通訊可否獲接納為證據。

- 7.2 客戶確認及同意，本行有關客戶或聲稱是客戶的任何人，或代表客戶行事或聲稱代表客戶行事的人（不論有否客戶同意）所作出或執行、處理或進行的指示、通訊、運作或交易的紀錄，以及本行授權的有關人士所維持或作出任何與網上理財及 / 或銀行服務有關的交易的紀錄，在各種用途上均對客戶具約束力，並具終局效力，亦屬於有關交易及客戶須向本行承擔責任的具終局效力的證據。客戶特此同意，一切有關紀錄均可獲接納成為證據，客戶不得僅基於有關紀錄以電子方式收錄及 / 或列出，或從電腦系統製作或屬於電腦系統的產出而質疑或爭議有關紀錄的內容可否獲接納、其可靠性、準確性或真確性，而客戶特此放棄其任何可如此提出反對的權利（如有）。

8. 本行確認

- 8.1 客戶知悉，如通過網上理財傳輸指示給予本行，可能由於本行合理控制範圍以外的理由而不能收到或完全或準確收到有關指示，有關理由包括（但不限於）機械、軟件、電腦、電訊或電子故障。客戶進一步確認，除非客戶收到本行確認收到有關指示，否則可能未有收到或完全或準確收到有關指示，因而可能未獲本行處理或接納，亦可能被本行錯誤處理。客戶確認及同意，無論基於任何原因，對於通過網上理財傳輸、未有傳輸或不完全或不準確傳輸指示給予本行，或本行未有確認收到任何指示而直接或間接產生的任何損害、損失、責任、支出或費用，本行概不以任何方式向客戶承擔任何責任。
- 8.2 對於通過網上理財達成的每項交易，本行並無責任發出任何類別的確認書、通知書或結單給予客戶，除非客戶明確要求，並獲本行同意，則作別論。在收到本行的確認書、通知書或結單後，客戶有責任查閱有關通知書，如通知書有任何客戶覺得錯誤或不符合規定的地方，須通知本行。在有關確認書、通知書或結單的日期後（七(7)）天內，如本行並未收到任何指稱錯誤或不符合規定的通知，客戶應被視作接受有關確認書、通知書或結單的內容。

9. 資料披露

9.1 客戶特此明確授權本行向以下人士披露與客戶及客戶賬戶有關而本行認為所需或有關的資料，包括在香港或海外任何其他國家使用銀行服務及網上理財產生或有關的資料：

(a) 本行的任何其他分支機構、附屬公司或聯營或關連公司，不論其所處何地；

(b) 香港或根據法律須予披露的其他地方的政府機關及機構；

(c) 同意在香港或任何其他地方代表本行執行工作或向本行提供服務的代理人或第三方承辦商或服務供應商；

(d) 就向客戶提供任何服務的有關系統或設備而言，提供、操作、管理或保養有關系統或設備的任何部分的人士；及

(e) 任何其他人士於任何時間；

(i) 本行真誠地認為就本行的目的或利益而言適合的任何其他人士；或

(ii) 就任何客戶賬戶而維持或提供任何服務的其他有關人士。

客戶授權本行向任何第三方獲取與使用銀行服務及網上理財有關而本行真誠地認為所需的資料（包括來自資訊處理實體的資料），並授權有關有關第三方披露本行要求的資料。

上述授權於本協議終止後仍屬有效。

9.2 客戶確認及同意，由於互聯網的固有風險及問題，本行不能亦並不保證客戶使用網上理財所傳輸或使用網上傳輸予客戶的任何資料的安全，而客戶接受使用網上理財傳輸或接收的任何資料可被未經許可第三方查閱及 / 或被本行及其高級人員、僱員或代理人真誠地向聲稱是客戶或聲稱獲客戶授權代表客戶行事的第三方披露的風險。對於任何有關查閱或披露，或因任何有關查閱或披露致使客戶蒙受或產生的任何損害、損失、責任、支出或費用（不論直接或間接，亦不論可否預見亦然），客戶不得要求本行或其任何高級人員、僱員或代理人為合約、民事侵權（包括疏忽或違反法定責任）、衡平法或其他項目負責或承擔責任。

10. 責任的限度

10.1 除非第 6.6 條適用或因本行疏忽或故意違責，否則客戶同意及確認，對於網上理財、任何指示及 / 或本協議有關（包括（但不限於）以下各項）而直接或間接產生的任何直接、間接、附帶、懲罰性、特殊或相應損害或經濟損失，本行在任何情況下均毋須承擔任何責任：

(a) 有關客戶賬戶的資金不足，不能進行付款或轉賬；

(b) 因為客戶所作出的指示以任何的形式不正確或不準確或因而有關而致使客戶蒙受或產生的任何損害、損失、責任、支出或費用；

(c) 由於任何人士使用保安裝置或受損保安裝置而引致客戶蒙受或產生的任何損害、損失、責任、支出或費用；

(d) 基於遵行香港或任何其他國家的法律及 / 或規例而禁止、限制或延遲使用或接通網上理財所產生的任何損害、損失、責任、支出或費用；

(e) 任何電訊傳送商、數據中心、設施管理或寄存服務供應商、傳呼中心、外判服務供應商及 / 或互聯

網服務供應商、網絡供應商、內容供應商及 / 或其他第三方服務供應商所訂明的任何服務協議或所作出的任何作為或不作為，或任何有關人士引致的任何硬件、軟件或系統問題或故障引致的任何損害、損失、責任、支出或費用；

(f) 通過網上理財傳輸任何指示或本行通過網上理財傳輸任何其他數據或資料的任何錯誤、問題或故障；及 / 或

(g)(i) 基於任何原因使用或不能使用或中斷使用網上理財；或 (ii) 任何系統、硬件、軟件、電訊、伺服器或連接的傳輸故障、錯漏、中斷、延遲或電腦病毒而產生或有關的利潤損失、商譽、使用、數據或其他無形損失的損害（即使本行已獲通知有可能產生有關損害亦然）。

10.2 如本行合理地認為客戶以欺詐手段行事，客戶須為因而蒙受或產生的任何損害、損失、責任、支出或費用承擔責任。客戶須為其嚴重疏忽（包括未有遵行本協議第 2.1 條）引致蒙受或產生的任何損害、損失、責任、支出或費用承擔責任。

10.3 客戶明確同意，前述的免除責任屬於本協議所達成代價的重要部分，如並無有關免除責任規定，網上理財的費用及收費：(a) 如現時並未收取，將會向客戶收取；(b) 如現已收取，將會大幅調升。

11. 彌償

除非第 6.6 條適用或因本行疏忽或故意失責所致，否則客戶特此同意就與任何與客戶使用或聲稱使用網上理財及 / 或行使本協議規定的本行權力及權利有關的原因而致使本行須承受的一切訴訟、法律程序、申索、責任（包括法定責任）、罰款、要求及費用（包括（但不限於）按照律師與客戶基準計算的本行法律費用）、裁決、損害賠償、損失及 / 或支出而向本行作出彌償，並於任何時間維持向本行作出完全彌償，有關原因包括（但不限於）：

(a) 任何人士濫用或未經許可使用保安裝置；

(b) 客戶違反本協議的任何條款與細則；

(c) 任何：

(i) 使用網上理財時客戶硬件及 / 或軟件的任何故障或機能失常；或

(ii) 經客戶或客戶電腦系統進入網上理財的任何病毒及其他有害、破壞或導致詭誤的編碼、程序或巨集、木馬、蠕蟲、邏輯炸彈或專為允許未獲授權下取用而設的其他軟件、子程式或硬件組件；

上述各項影響或導致網上理財及 / 或本行的硬件、軟件及 / 或其他自動化系統出現故障或機能失常；及

(d) 任何其他人士基於上述(a), (b) 或 (c) 分條而對本行提出的任何申索。

12. 知識產權權利

12.1 客戶確認如下：

(a) 與網上理財相關、網上理財收錄或載述或通過網上理財向客戶顯示的內容，包括（但不限於）文本、軟件（包括任何 html, java script, java, CGI script 或任何其他電腦編碼）、音樂、聲音、相片、視像、圖像、圖像用介面、表格、圖表或其他物品；及

(b) 本行向客戶顯示與網上理財一併使用的任何物品（包括任何類別的軟件或電腦編碼及使用說明書）及 / 或資料

(上述所有內容及 / 或物品將統稱為「內容」)均為本行及 / 或其第三方特許人的專有財產。

- 12.2 客戶確認及同意，客戶只獲准按本行的明確授權使用內容。本協議並不將網上理財或內容的任何權利、所有權或權益轉讓予客戶，如未獲得本行明確授權，客戶不得複印、修改、複製、分發、發行或商業上利用內容或以內容製作衍生作品。

13. 不可抗力

13.1 本行毋須為以下情況而向客戶負責或承擔責任：

- (a) 延誤或功能故障，不論可否預見亦然；及 / 或
- (b) 以任何方式產生的任何損害、損失、責任、支出或費用，不論可否預見亦然；

而上述情況皆因本行合理控制範圍以外的情況或原因所致的。

- 13.2 在不損害上文第 13.1 條的一般原則下，下列為本行合理控制範圍以外的情況及 / 或原因：(i) 水災、閃電、天災、火災、地震及其他自然災害；(ii) 罷工、工潮、關閉工作場地、材料短缺、暴亂、戰爭行為；(iii) 任何政府、國會或地方機關的各類法案、限制、規例、附例、禁制或措施，或任何事實發生後施行的政府規例；(iv) 進口或出口管制或禁運；(v) 停電；(vi) 任何電訊網絡營運商的行為或錯失及 (vii) 本行電腦系統（不論位於香港或其他地方）的通訊線路因第三方電訊傳送商有關的理由而不能使用。
- 13.3 在受本行合理控制範圍以外的情況或原因影響而造成延誤或故障持續期間，會暫停履行本行的責任，而有關延誤或故障，不屬於違反本協議。

14. 通知

任何通知、要求或其他通訊：

- (a) 如屬本行發給客戶者，可藉傳真、郵遞或其他書面方式送往本行最後所知的地址或傳真號碼，或客戶的註冊辦事處，或客戶的任何主要營業地點；如以傳真傳送，則於傳送當天生效（即使未能送達而退回亦然）及視為客戶收到處理；如以郵遞派送或發送往香港地址，則於投寄日期的下一個營業日生效（即使未能送達而退回亦然）及視為客戶收到處理；如屬香港境外地址，則於投寄日期的第三個營業日（不包括投寄日期當天）生效（即使未能送達而退回亦然）及視為客戶收到處理；
- (b) 如屬客戶發給本行者，以電傳發送，於客戶收到本行收訖所述電傳的確認書時生效；
- (c) 如屬客戶發給本行者，以專人派遞，於交付之時生效；如以掛號郵遞方式寄交，於本行收到後生效；或
- (d) 如屬客戶發給本行者，以按本行要求或通知的方式，並經保安裝置認證的電子傳輸方式傳送，而在不抵觸第 6.2 及 8 條的情況下，於收件者的資訊系統收到後生效。
- (e) 如屬本行發給客戶者，可傳送至已通知本行的客戶電郵位址，並於本行及 / 或其服務供應商營運的郵件伺服器所示的傳輸日期及時間生效，但如本行或其服務供應商營運的郵件伺服器所示的電郵傳輸日期後十二(12)小時內本行收到不能交付或「退郵」的回覆信息或任何顯示有關未能將電郵成功送達客戶的郵箱，或由客戶或客戶的服務供應商營運的郵件伺服器的誤差信息，則作別論；及
- (f) 如屬本行發給客戶者，使用本行按照本協議訂明並已通知客戶的其他方法送交。

15. 終止及暫停

15.1 客戶確認：

(a) 本行可於任何時間發出書面通知，有絕對酌情決定即時終止本協議，或即時停用或撤銷客戶接通及使用網上理財，毋須提出任何理由；

(b) 如客戶未有履行本協議或與本行訂立的任何其他協議，本行有權立即終止本協議，本行在調查有否發生未有履行協議期間，可暫停客戶使用網上理財。

15.2 客戶可向本行發出至少十四(14)天事前書面通知，終止本協議。

15.3 如本協議終止（不論如何所致），並不影響客戶就網上理財於本協議下所作出彌償規定的持續運作。

15.4 在任何一方基於任何理由終止本協議之後，客戶同意：

(a) 客戶須即時停止使用任何保安裝置及 / 或網上理財；及

(b) 客戶須即時將屬於保安裝置一部分的所有實物憑據及 / 或媒體交還本行。

如本協議終止（不論如何所致），並不影響任何一方已產生的權利或責任，亦不會影響本文所載明確或隱含擬定於本協議終止後生效或繼續有效的條文的生效或繼續有效。在不損害前文所載的一般原則下，第 6, 7, 8, 9, 10, 11, 12, 15.3 及 15.4 條規定的責任，於本協議終止後仍然有效。

15.5 如任何網上理財賬戶不活動超過三個月，本行保留權利暫停有關網上理財賬戶，其後如客戶在停用賬戶後一個月內未有啟動賬戶，則可停止有關服務。客戶有權再次申請有關服務。

16. 修訂

客戶確認及同意，本行認為合適時可酌情決定，不時訂定進一步條款及細則，以及對本協議及本行適用於網上理財所提供的每項服務或產品的任何條款及細則作出修改。在本協議的條款及細則進行任何修改後，本行將會藉本行指定的通知方法通知客戶，包括以電郵或網上刊載修改的方式通知。若客戶不同意受有關修改約束，客戶須停止接通及 / 或使用網上理財，並須以書面通知本行，立即終止本協議。客戶進一步同意，如客戶獲通知本協議的有關修改後繼續使用及 / 或接通網上理財，則有關使用及 / 或接通應構成：(1) 客戶明確確認本協議及其修改；及(2) 客戶明確同意遵守本協議及其修改，以及受其約束。

17. 管轄法律及司法管轄權

本協議的詮釋、效力及履行，在各方面均受香港法律管轄，本文各方特此願受香港法院的專屬管轄權管轄。

18. 客戶不得轉讓

客戶同意及承諾不得以任何方式轉讓、押記或以其他方式處理本協議。本行可毋須通知客戶或客戶同意而轉讓本協議所載的任何權利，轉讓、轉移及 / 或轉授或分判本協議所載的任何權利或責任予任何其他第三方。

19. 銀行服務條款

除本條款與細則外，客戶同意，所有適用於銀行服務及 / 或本行與客戶訂立的其他安排的各项條款及細則（「銀行服務條款」）將會繼續適用，並具有全部效力及作用。若本條款與細則與銀行服務條款之間有所抵觸，若有關抵觸與有關銀行服務相關，則以銀行服務條款為準；若有關抵觸與網上理財相關，則以本條款與細則為準。

20. 棄權

如本行不執行、延遲或寬容執行本協議的條文，並不會損害或限制本行的權利，而本行放棄其任何權利，並不當作放棄本行就其後違約而享有的權利；本文賦予或保留予本行的任何權利、權力或補償，並不豁除本行任何其他可使用的權利、權力或補償，而每項權利、權力或補償均可累積，但如本協議另行明確規定，則作別論。

一般聲明

- 本人確認已注意並明白下列內容，有關資料已詳列於網上理財條款及細則，網路個人隱私保護及網上理財保安資訊中。
- 若客戶有任何理由相信或懷疑有人得知或盜用閣下的保安裝置或密碼，客戶必須立即通知本行。
- 若客戶作出任何欺詐或嚴重疏忽之行為，包括但不限於沒有即時通知本行有關保安事件或沒有保護有關保安裝置(如密碼或登入資料)，客戶須負責其所導致的所有損失。
- 所有銀行服務之費用及收費將同時適用於使用網上理財服務。本行保留訂立、釐定及 / 或修改客戶使用網上理財之費用及收費的權利。
- **Australia and New Zealand Banking Group Limited (ANZ)**透過網上理財或別的方法所收集及使用的個人資料方式，是根據香港特別行政區個人資料(私隱)條例而制訂，詳情請參閱網路個人隱私保護。
- 客戶有責任確保所有交易在安全及保障的情況下進行。客戶須要採取一切所需措施，藉以盡力保護有關私隱資料，如密碼或登入資料，並承諾不向任何第三方披露任何保安裝置，或給予第三方使用其保安裝置。
- 報告保安事件或投訴，客戶可致電本行的網上理財服務熱線+852 2176 8820。