



## Remittance Service Terms (“Terms”)

These Terms supplement the existing terms and conditions governing Applicant’s account used for the Remittance Service. To the extent of any inconsistency, these Terms shall prevail.

### 1. Remittance Service

- (a) Bank shall use reasonable care and skill in providing the Remittance Service.
- (b) Unless a later date is specified in the application, Bank shall seek to execute the remittance on the business day that Bank receives the remittance application, if received prior to the applicable cut-off time at Bank’s service location; otherwise, Bank shall seek to execute the remittance on the next business day. The remittance may take longer than one business day to execute.
- (c) Bank may instruct its affiliate, another bank, a clearing house, a payment, clearing or settlement system or other payment intermediary (each a **“payment intermediary”**) in the execution of the remittance. Each payment intermediary may rely on Applicant’s remittance instructions as if directed to it.
- (d) Bank may not execute the remittance if Applicant’s account has insufficient funds.
- (e) Upon Applicant’s written request, Bank shall use reasonable efforts to cancel or stop the remittance; however, Bank shall not be responsible if the remittance is executed.
- (f) Bank may act on incomplete or inconsistent instructions if Bank reasonably believes that it can complete or clarify such information without referring to Applicant.
- (g) Bank or a payment intermediary may make any required currency conversion. A cancellation or other return of funds may involve a reverse currency conversion, and Applicant shall bear any related loss, charges, costs and expenses of any kind resulting from such currency conversion.

### 2. Remittance obligations

Applicant agrees and authorises Bank to debit upfront the remittance amount and any amount payable in connection with the Remittance Service from any of Applicant’s accounts with Bank.

### 3. Legal and regulatory compliance

Bank, its affiliates and payment intermediaries are subject to the laws, orders, requests and guidelines (each a **“regulation”**) of various governmental, quasi-governmental and self-regulatory authorities (each an **“authority”**) and also to the respective policies and procedures (each a **“policy”**) adopted by Bank, its affiliates and payment intermediaries relating to, without limitation: anti-money laundering; counter-terrorism financing; security, diplomatic, trade, financial, economic and other embargoes and sanctions; court orders; investigations; taxes; transaction review and monitoring; and reporting requirements. In seeking to comply with such regulations and policies, Bank, its affiliates and/or payment intermediaries may:

- (a) suspend, reject or block the remittance;
- (b) restrain, deduct, impound and/or turn over to an authority, Applicant’s funds in respect of the remittance, including from Applicant’s accounts;
- (c) report the remittance, its details and those of Applicant to one or more authorities; and
- (d) take or forbear from taking any other action. Applicant shall bear the risk of any delay and losses relating to any and all actions or forbearance from action. Bank, its affiliates and payment intermediaries may not be permitted to disclose information relating to actions taken in respect of regulations or their policies, immediately or at any time.

### 4. Force majeure

Bank may suspend or terminate the execution of the remittance as a result of any force majeure event, including, without limitation:

- (a) change in any regulation or in the interpretation or enforcement of any regulation;

- (b) act, order or request of any authority;
- (c) restriction or impending restriction on the availability, convertibility, credit or transferability of any currency;
- (d) failure or default of any payment intermediary;
- (e) malfunction of a computer system;
- (f) failure or default of a service provider or vendor to Bank;
- (g) any failure in the transmission of, or miscommunication with respect to, the remittance instruction; or
- (h) any other event beyond Bank's reasonable control.

Applicant shall bear the risk of any delay and losses relating to a force majeure event.

## 5. Information disclosure

Applicant consents to Bank disclosing to its affiliates, to its and their respective service providers, insurers and professional advisors and to payment intermediaries and authorities, and as required by regulation, the information that Applicant furnished in the application.

## 6. Limitation of liability indemnity

- (a) Bank shall not be liable to Applicant for any loss that Applicant may incur or otherwise suffer, however arising or described and whatever the legal basis of the liability in connection with Bank's provision of the Remittance Service, unless the loss was caused by fraud, gross negligence or wilful misconduct on Bank's part. Bank shall not be liable for any indirect or consequential loss or loss of profit whether or not they were foreseeable.
- (b) Bank shall not be responsible for any loss Applicant may suffer or incur in connection with any act or omission of a payment intermediary.
- (c) Applicant indemnifies Bank and its affiliates on demand against any and all losses that Bank and/or its affiliates may incur or otherwise suffer in connection with the Remittance Service, except to the extent, with respect to Bank or any affiliate, the losses resulted from fraud, gross negligence or wilful misconduct on its part.

## 7. Fees and expenses

The definition of each charge option is as below:

- (a) If Applicant has elected "Me" on the application, all local and overseas charges will be borne by the Applicant. Bank may charge the Applicant an additional remittance fee to cover fees payable to a payment intermediary. Bank shall seek to instruct all payment intermediaries to avoid deducting any fees or expenses from the remittance amount, but Bank will not be responsible where a payment intermediary has made a deduction.
- (b) If Applicant has elected "Payee" on the application, , all local and overseas charges will be borne by the payee. Bank shall seek to collect any fees or expenses due or payable by the Applicant from the remittance amount.
- (c) If Applicant has elected "Spilt" on the application, all local charges will be borne by the Applicant. All overseas charges will be borne by the payee and deducted from the remittance amount.

Bank may charge the Applicant additional fees or expenses for cancellation requests, returned remittances and other exceptional handling. Bank's remittance and other fees shall be in accordance with its standard tariffs.

## 8. Arrangements with payment intermediaries

Bank may enter into fee and information sharing arrangements with a payment intermediary in connection with the Remittance Service.

## 9. Interpretation

The terms "**authority**", "**payment intermediary**", "**policy**" and "**regulation**" have their assigned meanings throughout these Terms. The term "**affiliate**" means Standard Chartered PLC or any of its subsidiaries, including their head offices and branches.

## 10. Governing law

These Terms shall be governed by the laws of the jurisdiction of Applicant's account for the remittance. The parties submit to the non-exclusive jurisdiction of the courts of the jurisdiction whose governing law applies.

- 11. In the event of there being any inconsistency between the English and Chinese versions of these Terms the English version shall prevail.



## 匯款服務條款（「本條款」）

本條款補充了管轄匯款服務所用申請人戶口的現有條款及條件。如有任何不一致之處，概以本條款為準。

### 1. 匯款服務

- (a) 本行應在提供匯款服務時合理謹慎，並以合理技能行事。
- (b) 如於本行服務地點的適用截止時間前收到申請書，本行應設法於本行收到匯款申請書的營業日當天執行匯款；否則，本行應設法於下一個營業日執行匯款，但如申請書中指定較後日期，則不在此限。執行匯款可能需要不止一個營業日的時間。
- (c) 在執行匯款時，本行可向其聯屬公司、其他銀行、結算所、支付、結算或交收系統或其他付款中介行（每一項稱為「付款中介行」）發出指示。每間付款中介行均可依賴申請人的匯款指示，猶如申請人直接向其發出該指示。
- (d) 如申請人戶口的資金不足，本行或不執行匯款。
- (e) 如申請人提出書面申請，本行應盡合理努力取消或停止匯款；但如匯款已執行，本行概不對此負責。
- (f) 本行可執行不完整或不一致的指示，前提是本行合理認為毋須向申請人查詢即可自行填寫或澄清有關資料。
- (g) 本行或付款中介行可進行任何所需的貨幣兌換。取消匯款或其他退回匯款可能涉及反向貨幣兌換，申請人應承擔因該等貨幣兌換造成的任何類型的任何相關損失、費用、成本及開支。

### 2. 匯款責任

申請人同意並授權本行預先從申請人在本行開立的任何戶口扣除匯款金額及就匯款服務應付的任何金額。

### 3. 法律及監管合規

本行、其聯屬公司及付款中介行受各政府、準政府及自我監管部門（每一項稱為「當局」）的法律、命令、要求及指引（每一項稱為「法規」）規限，亦受本行、其聯屬公司及付款中介行各自就（但不限於）以下各項採納的政策及程序（每一項稱為「政策」）規限：反洗黑錢；反恐恐怖主義融資；安全、外交、貿易、財政、經濟及其他禁運及制裁；法院命令；調查；稅務；交易審核及監控；以及報告要求。為力求遵守該等法規和政策，本行、其聯屬公司及/或付款中介行可：

- (a) 暫停、拒絕或凍結匯款；
- (b) 扣押、扣除、扣留及/或向一間當局移交申請人的匯款相關資金，包括申請人戶口中的資金；
- (c) 向一間或多間當局報告匯款、其詳情，以及申請人的詳情；及
- (d) 採取或暫不採取任何其他行動。申請人應承擔與任何及全部行動或暫不行動有關的任何延誤及損失風險。本行、其聯屬公司及付款中介行可能未獲准立即或於任何時間披露與就規則或其政策採取的行動相關的資料。

#### 4. 不可抗力

本行可因任何不可抗力事件暫停或終止執行匯款，其中包括但不限於：

- (a) 任何法規或任何釋法或執法發生變更；
- (b) 任何當局的行為、命令或要求；
- (c) 對於任何貨幣的供應、可兌換性、信貸或可轉賬性的限制或將實施的限制；
- (d) 任何付款中介行失職或違責；
- (e) 電腦系統失靈；
- (f) 本行的服務提供商或供應商失職或違責；
- (g) 傳輸匯款指示時出現任何故障，或匯款指示的錯誤傳達；或
- (h) 超出本行合理控制的任何其他事件。

申請人應承擔與不可抗力事件相關的任何延誤及損失風險。

#### 5. 資料披露

申請人同意本行向其聯屬公司、他們各自的服務提供商、保險公司及專業顧問、付款中介行及當局披露申請人在申請書中提交的資，以及根據法規要求披露上述資料。

#### 6. 責任限制彌償

- (a) 本行無須就申請人因本行提供的匯款服務招致或以其他方式蒙受的任何損失承擔責任（無論如何引起或描述，且不論責任的法律依據為何），但如損失因本行的欺詐、嚴重疏忽或故意不當行為所致，則不在此限。本行無須為任何間接或相應而生的損失或利潤損失承擔責任，無論是否可預知該等損失。
- (b) 本行無須就申請人因付款中介行的任何作為或不作為蒙受或招致的任何損失承擔責任。
- (c) 如本行及/或其聯屬公司就匯款服務招致或以其他方式蒙受任何及全部損失，申請人須應要求向本行及其聯屬公司作出彌償，但如損失是因本行或任何聯屬公司的欺詐、嚴重疏忽或故意不當行為所致，則不在此限。

#### 7. 費用及開支

各項匯款費用類別的定義如下：

- (a) 如申請人在申請書中選擇“我”為匯款費用類別，所有本地及海外銀行費用均由申請人支付。本行可向申請人收取一筆額外的匯款費用，以繳付付款中介行支付的費用。本行應設法指示所有付款中介行避免從匯款金額中扣減任何費用或開支，但如付款中介行已作出扣減，本行概不對此承擔責任。
- (b) 如申請人在申請書中選擇“收款人”為匯款費用類別，所有本地及海外銀行費用均由收款人支付。本行將從匯款金額中扣除申請人欠付或應付的任何費用或開支。
- (c) 如申請人在申請書中選擇“共同支付”為匯款費用類別，所有本地銀行費用由申請人支付，海外銀行費用則由收款人支付並從匯款金額中扣減。

本行可就取消申請、退回匯款及其他特殊處理向申請人收取額外費用或開支。本行應根據其服務收費標準收取匯款及其他費用。

#### 8. 與付款中介行的安排

本行可就匯款服務與付款中介行訂立費用及資料分享安排。

#### 9. 釋義

「當局」、「付款中介行」、「政策」及「法規」具有在本條款中賦予其的含義。「聯屬公司」一詞指Standard Chartered PLC或其任何附屬公司，包括上述公司的總公司及分公司。

#### 10. 管轄法律

本條款應受申請人匯款戶口所在的司法管轄區的法律管轄。雙方接受在管轄法律適用的司法管轄區的法院的非專有司法管轄權管轄。

#### 11. 中文譯本如與英文文本有歧異應以英文文本為準。