

**Customer Terms and Conditions**  
**for**  
**e-Cheques (“T&Cs”)**

**1. e-Cheques Services provisions - applicability and definitions**

(a) The provisions in this T&Cs apply to our services relating to e-Cheques. This T&Cs supplements and forms part of our Global Terms and Conditions for Accounts and Services ("Existing Terms"). The provisions of the Existing Terms which apply to paper cheques or generally to our services continue to apply to e-Cheques and our e-Cheques Services to the extent that they are relevant and not inconsistent with the provisions in this T&Cs. The provisions of this T&Cs prevail if there is any inconsistency between them and the provisions of the Existing Terms with respect to the e-Cheques Services.

(b) For the purpose of the e-Cheques Services, in these T&Cs, unless the context otherwise requires, the following terms have the following meanings:

"Bills of Exchange Ordinance" means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.

"Clearing House" means Hong Kong Interbank Clearing Limited and its successors and assigns.

"e-certificate" means a certificate recognized by the Clearing House from time to time for the purpose of issuing e-Cheques that is issued by a certification authority acceptable to us.

"e-Cheque" has the meaning ascribed to it in the e-Cheque Drop Box Terms; or (if you have not subscribed to the e-Cheque Drop Box Service)

"e-Cheque" shall mean a cheque (including a Cashier's Order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-Cashier's Order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi.

"e-Cheque Drop Box" or "e-Cheque Drop Box Service" has the meaning ascribed to it in the e-Cheque Drop Box Terms; or

(if you have not subscribed to the e-Cheque Drop Box Service)

"e-Cheque Drop Box" or "e-Cheque Drop Box Service" shall mean an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Account" has the meaning ascribed to it in the e-Cheque Drop Box Terms; or

(if you have not subscribed to the e-Cheque Drop Box Service)

"e-Cheque Drop Box Account" shall mean a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for presentment into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Terms" means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.

"e-Cheques Issuance Services" and "e-Cheques Presentment Services" mean the services offered by us to customers from time to time for issuing e-Cheques (including any services relating to e-certificates) and presenting e-Cheques respectively, and "e-Cheques Services" means collectively the e-Cheques Issuance Services and the e-Cheques Presentment Services.

"Industry Rules and Procedures" means the rules and operating procedures governing the handling of e-Cheques developed and/or adopted by the Clearing House and the banking industry from time to time.

"Payee Bank" means the bank at which a Payee Bank Account is held.

"Payee Bank Account" means, in respect of each e-Cheque presented for presentment using the e-Cheques Presentment Services, the bank account of the payee of the e-Cheque maintained with us into which the e-Cheque is to be presented which may be a sole name or a joint name account of the payee.

"Payer Bank" has the meaning ascribed to it in the e-Cheque Drop Box Terms; or (if you have not subscribed to the e-Cheque Drop Box Service)  
"Payer Bank" shall mean the bank which digitally signed an e-Cheque created by its customer.

"Presentment Channel" means any channel offered by us from time to time for presentment of e-Cheques for deposit, including but not limited to, through e-banking or through our corporate website.

"we", "us", "our" means Fubon Bank (Hong Kong) Limited.

"you" means each customer to whom we provide e-Cheques Services and, where the context permits, includes any person authorized by the customer to sign e-Cheques on behalf of the customer from time to time.

## **2. Nature and scope of e-Cheques Services**

- (a) We may provide e-Cheques Services at our discretion. If we provide e-Cheques Services to you, you may issue e-Cheques and present e-Cheques. In order to use the e-Cheques Services, you have to provide such information and documents and accept such terms and conditions which may be required or prescribed by us and the Clearing House respectively from time to time. You may also be required to sign forms and documents prescribed by us from time to time.

- (b) The e-Cheque Issuance Services is at all times provided subject to you having one or more of the following, as applicable:
  - (i) a valid Fubon e-banking account (for personal individual customers);
  - (ii) a valid digital signature or valid digital signatures (as applicable);
  - (iii) a Special Purpose Digital Certificate (applied by us for and on your behalf);
  - (iv) a valid one-time-password;
  - (v) an appropriate telecommunications equipment capable of receiving and reading the SMS notification, any or all of which may be determined by us from time to time; and
  - (vi) a valid and up-to-date mobile phone number to which messages can be sent and viewed.
- (c) e-Cheques Issuance Services allow you to issue e-Cheques drawn on us, in accordance with Clause 3 below.
- (d) e-Cheques Presentment Services allow you and other persons to present e-Cheques (whether payable to you and/or any other holder of the Payee Bank Account) for presentment with us (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using our Presentment Channels, in accordance with Clause 4 below.
- (e) We may provide e-Cheques Services relating to e-Cheques that are issued in any currency specified by us from time to time, including Hong Kong dollars, US dollars or Renminbi.
- (f) We have the right to set or vary from time to time the conditions for using the e-Cheques Services. These conditions may include the following (or any of them):
  - (i) the service hours of the e-Cheques Services (including cut-off times for issuing, countermanding or presenting e-Cheques);
  - (ii) any maximum total amount or total number of e-Cheques which you may issue in any specified period; and
  - (iii) any fees and charges payable by you for the e-Cheques Services.

### **3. e-Cheques Issuance Services**

- (a) Format of and steps for issuing an e-Cheque
  - (i) You are required to issue an e-Cheque in the format with such layout specifications and following the steps and inputting the details prescribed by us from time to time. You are not allowed to add to, remove from or modify the contents, format, layout or image of an e-Cheque.

- (ii) Each e-Cheque must be signed by you (as payer) and by us (as Payer Bank) with our respective digital signatures in the sequence set by us, except that the payer's digital signature may not be required for an e-Cheque that is an e-Cashier's Order.
- (iii) When issuing an e-Cheque, the names of the payee and recipient must correspond exactly to the names of their respective account.
- (iv) (Applicable as and when available, and offered by the Bank) Where you draw an e-Cheque on a joint account, you are solely responsible for ensuring that the e-Cheque is signed by such person(s) following such signing arrangement as authorized by the joint account holders for signing e-Cheques from time to time.
- (v) (Applicable as and when available, and offered by the Bank) Where you are a corporation or any other entity, you are solely responsible for ensuring that each e-Cheque is signed on your behalf by such person(s) following such signing arrangement as authorized by you for signing e-Cheques from time to time.

(b) e-certificate

- (i) Your digital signature on an e-Cheque must be produced by an e-certificate that is valid (and not expired or revoked) at the time of producing that digital signature.
- (ii) Your digital signature on an e-Cheque may be produced by a specific usage e-certificate.
- (iii) We may provide services relating to the specific usage e-certificate at our discretion. Our services may include applying for, holding, maintaining, renewing, revoking and managing (or any of the above) a specific usage e-certificate on your behalf. If we provide such services and you choose to produce your digital signatures by a specific usage e-certificate, you direct and authorize us to:
  - (1) provide such services in the scope and manner set by us from time to time, which may include holding the specific usage e-certificate and the corresponding key and/or password for you, and effect and produce your digital signatures on e-Cheques on your behalf as instructed by you from time to time; and
  - (2) take all necessary steps (including providing all necessary information and personal data to the certification authority issuing the specific usage e-certificate) for the purposes relating to the specific usage e-certificate.
- (iv) In applying for a specific usage e-certificate for you, we are entitled to rely on the information provided by you. You are solely responsible for providing us with correct and up-to-date information. If we obtain a specific

usage e-certificate based on incorrect or outdated information provided by you, you are still bound by any e-Cheque signed by digital signatures produced by that e-certificate.

- (v) An e-certificate is issued by the relevant certification authority. You are bound by the terms and conditions specified by that certification authority in relation to your e-certificate. You are solely responsible for performing your obligations under those terms and conditions.
  
- (c) **Sending e-Cheques to payees (The following sub-sections (i) to (iii) applies only if and when we offer this service)**
  - (i) Once you confirm to issue an e-Cheque, we will generate the e-Cheque file. You may download the e-Cheque file for delivery to the payee yourself. Alternatively, we may send the e-Cheque file to the payee by electronic means on your behalf, if we offer this service.
  
  - (ii) You should not issue an e-Cheque (or instruct us to issue an e-Cheque on your behalf) to a payee unless the payee agrees to accept e-Cheques. You are solely responsible for
    - (1) before issuing an e-Cheque (or instructing us to issue an e-Cheque on your behalf) to a payee, informing the payee that he may agree or decline to accept the e-Cheque;
  
    - (2) using secured electronic means and taking appropriate email encryption and other security measures in sending the e-Cheque file; and
  
    - (3) providing us with correct and up-to-date contact information of a payee to enable us to send the e-Cheque file to the payee by electronic means on your behalf, if we offer this service.
  
  - (iii) The e-Cheque file will be regarded as having been delivered to the payee upon our sending it to the payee by electronic means using the payee's contact information provided by you. We do not have any duty to verify whether the payee has actually received the e-Cheque file. We advise you to check with the payee whether he has actually received the e-Cheque file, whether it is sent by you or by us.
  
- (d) Waiver of presentment requirements

Each e-Cheque is only required to be presented by sending it in the form of an electronic record in accordance with the Industry Rules and Procedures. We are entitled to pay each e-Cheque against presentation of its electronic record in that manner without requesting any other form of presentation. Without reducing the effect of Clause 3(a)(i) above and Clauses 5(a) and 5(b) below, you expressly accept the waiver of presentment requirements set out on an e-Cheque from time to time.

(e) Confirmation

- (i) After issuance of e-Cheque, you will receive an SMS notification from us when the e-Cheque transaction is complete. You are required to inform us as soon as practicable upon any change in your mobile phone number for receiving the notifications.
- (ii) Any SMS notification sent by us to your mobile phone number is one-way only and you should not reply to the same.
- (iii) You should inform the Bank immediately if any information in the SMS notification is incorrect or if the SMS notification has (or you suspect that it has) been sent to you by mistake.
- (iv) You confirm that you have assessed and analysed and understand, acknowledge and accept all possible risks involved in having SMS notification sent to your mobile phone number including, without limitation, the notification details being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without your authorisation.

**4. e-Cheques Presentment Services**

- (a) The e-Cheques Presentment Services may allow presentment of e-Cheques for presentment with us (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using our Presentment Channels.
- (b) e-Cheque Drop Box Service
  - (i) The e-Cheque Drop Box Service is provided by the Clearing House. You are bound by the e-Cheque Drop Box Terms in relation to your use of the e-Cheque Drop Box Service. You are solely responsible for performing your obligations under the e-Cheque Drop Box Terms.
  - (ii) In order to use the e-Cheque Drop Box Service, you are required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. You are allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is your same-name account or an account other than your same-name account. You are responsible for the presentment of all e-Cheques by you or any other person using your e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than your same-name account).
  - (iii) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. We may (but have no obligation to) provide reasonable assistance to you. In particular, we do not have the electronic record or image of any e-Cheque presented

using the e-Cheque Drop Box Service. On your request, we may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by us relating to an e-Cheque presented using your e-Cheque Drop Box Account.

(iv) We give no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, you bear the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

(c) Our Presentment Channels

We may specify or vary from time to time (i) the available Presentment Channels without notice; and (ii) the terms governing the use of any Presentment Channel.

## **5. Handling of e-Cheques, associated risks and our liabilities**

(a) Handling of e-Cheques

You understand that we and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques drawn by you or payable to you. Accordingly, we are entitled to pay and collect e-Cheques for you in the following manner even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques:

- (i) pay any e-Cheque drawn by you on us upon presentment of that e-Cheque to us in accordance with the Industry Rules and Procedures; and
- (ii) collect any e-Cheque payable to you by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures.

(b) Restriction of our liability

Without reducing the effect of the provisions of the Existing Terms:

- (i) we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques issued by you or presented by you or any other person using the Presentment Channels provided by us to you, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and

solely from our negligence or wilful default or that of our officers, employees or agents;

- (ii) in particular and for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):
  - (1) use of the e-Cheque Drop Box Service by you or any other person, or the e-Cheque Drop Box Terms;
  - (2) your failure to comply with your obligations relating to the e-Cheques Services, including your obligation to safeguard against issuance of e-Cheques by unauthorized persons;
  - (3) presentment of any e-Cheque issued by you or payable to you in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
  - (4) any failure or delay in providing the e-Cheques Services, or any error or disruption relating to the e-Cheques Services, caused by or attributed to any circumstance beyond our reasonable control; and
- (iii) in no event will we be liable to you or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.
- (iv) we shall be entitled to dishonour and/or return the e-Cheque, without any liability on our part, which are in our sole and absolute discretion considered not complete, contains incorrect information, or other reasons we consider appropriate.
- (v) we reserve the absolute right to dishonour any e-Cheque bearing a date more than 6 months prior to the date on which the e-Cheque is presented. Notwithstanding the foregoing, you bear full responsibility and liability for any such e-Cheque if paid and cleared by us.
- (vi) you may cancel, countermand or stop payment of an e-Cheque or an e-Cashier's Order reasonably before our cut-off time (i) by giving Instructions verbally (and followed by written Instructions within 24 hours thereafter) or (ii) in writing with full particulars (including the e-Cheque number, amount, name of payee and date of issue) to any of our branches by providing such other information or documentation which we may require.

(c) Your confirmation and indemnity

- (i) You accept the restriction of liabilities and disclaimers imposed by us and the Clearing House in relation to the e-Cheques Services and the services provided by the Clearing House respectively. You accept and agree to bear the risks and the liabilities for issuing and presenting e-Cheques.

- (ii) Without reducing the effect of any indemnity given by you under the Existing Terms or any other rights or remedies that we may have, you will indemnify us and our officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the e-Cheques Services or your use of the e-Cheques Services.
- (iii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents.
- (iv) You acknowledge that the use of and transmission of information via electronic means cannot be guaranteed to be secured; and information transmitted may be susceptible to errors, viruses, delay, interception, modification or amendment by unauthorized persons. You agree and undertake not to hold us liable or in any way responsible for any loss, damages or expenses that you shall incur, including, without limitation, any loss or damage caused to your data, software, computer, telecommunications equipment or other equipment in connection with the your use of the e-Cheque Issuance Services and e-Cheque Presentment Services unless they are caused solely and directly by our gross negligence or wilful default.
- (v) The third parties (including without limitation, telecommunications companies, system operators and internet service providers) supporting the e-Cheques Services are neither our agencies nor our representative. There is no co-operation, partnership, joint venture or other relationship with us. We are not and will not be responsible whatsoever for any losses or damages caused by such third parties
- (vi) The above indemnity shall continue to have effect after the termination of the e-Cheques Services.

## **6. Amendments**

We reserve the right to amend, add or delete at any time these terms and conditions as well as the scope or features of the e-Cheque Issuance Services and e-Cheque Presentment Services by giving reasonable prior notice in writing to you and such notice may be made in such manner and by such means of communication as we shall

deem fit, including, without limitation, use of direct mailing material, advertisement, website display or electronic communications such as electronic mail. You acknowledge and agree that you shall observe and comply with any such amendment, addition and/or deletion when using, accessing and/or operating the e-Cheque Issuance Services and e-Cheque Presentment Services.

**7. Suspension or Termination**

- (a) We may, at our absolute discretion, without notice to you suspend or terminate the e-Cheque Issuance Services and e-Cheque Presentment Services or any part thereof to you for any reason including without limitation invalid data, relevant account closure, system breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by the internet service provider and/or telecommunications company(ies) concerned in relation to their network or by any service provider in respect of the e-Cheque Issuance Services and e-Cheque Presentment Services or if we suspect that the e-Cheque has not been received by you or are being accessed by unauthorized person.
- (b) Any termination or suspension of the e-Cheque Issuance Services and e-Cheque Presentment Services is without prejudice to and shall not affect the liabilities and rights which have accrued between you and us prior to the date of suspension or termination.

**8. Governing Law and Jurisdiction**

The e-Cheque Issuance Services and e-Cheque Presentment Services and these T&Cs are governed by and will be construed in accordance with the laws of the Hong Kong Special Administrative Region. The parties submit to the non-exclusive jurisdiction of the courts of the HKSAR. These T&Cs may be enforced in the courts of any competent jurisdiction.

**9. Validity of these T&Cs**

- (a) Any part of these T&Cs which is invalid for any reason in any jurisdiction shall be ineffective only to the extent of such invalidity, and shall not affect the validity of the remaining provisions hereof or the validity of such provision in any other jurisdiction.
- (b) If any term of these T&Cs is unenforceable against any customer, such non-enforceability shall not in any way affect the enforceability of that term against other customers.

**10. Third party rights**

The parties to this T&Cs do not intend that any terms and conditions herein should be enforceable by virtue of the Contracts (Rights of Third Parties) Ordinance (Cap. 623) by any person other than you and us.

## **11. Language**

These terms and conditions are available in both English and Chinese versions. The English version shall prevail in the event of any discrepancy between the two versions.

### **NOTE:**

All the information set out in these T&Cs are provided to the best of our knowledge and understanding of the relevant law, rules, regulations, directions and guidelines governing or otherwise applicable to the e-Cheque Issuance Services and e-Cheque Presentment Services. Please refer to any updates that may be published or issued by us from time to time including notices that are placed at our branches. Please also visit any of our branches or contact the staff of our bank for the most updated information on the above.