

Terms and Conditions

1. The Bank is not obliged to effect any remittance or other instructions given in this application, unless the Bank is satisfied that all documents and other requirements have been properly and duly signed and met, as the case may be.
2. If the Bank agrees to effect a remittance and/or act on any other instructions of the Applicant given in this application which are sent to the Bank by facsimile, the Applicant agrees that the Bank is entitled to assume that the information given and the signature of the person making this application by facsimile are authentic and accurate. The Applicant confirms and agrees that the instructions regarding the remittance and any other instructions contained in this application by facsimile are duly authorized and binding upon the Applicant for all purposes as if the originally executed and properly authorized application and other documents had been submitted to and acted upon by the Bank.
3. The Applicant agrees that all risks associated with the sending of this application by facsimile shall be borne by the Applicant. The Bank, its employees and officers shall not be responsible and liable for any loss, damage, cost and expense suffered by the Applicant, the Beneficiary or any other person arising from any irregularity, delay, mistake or omission which may occur in the transmission of the application by facsimile or for the non-receipt or misinterpretation of the application or otherwise, unless caused by the wilful default, fraud or negligence of the Bank, its employees or officers.
4. The Applicant acknowledges and agrees that in implementing a remittance instruction, the Bank shall disclose in the remittance message to the Beneficiary's banker
(i) the name of the Applicant, (ii) the Applicant's address or other unique reference to the Applicant and (iii) where fund is drawn from an account for effecting the remittance the number of that account (collectively, the "Required Data"). The Applicant agrees that in case the Applicant fails to provide the Required Data on the application form overleaf, the Bank shall supply to the Beneficiary's banker such Required Data as may be last known by the Bank. The Applicant further understands that a remittance message without the Required Data may be subject to rejection by the Beneficiary's banker.
5. The Applicant agrees to indemnify the Bank, its employees and officers against all reasonable losses, damages, demands, claims, costs and expenses incurred by or made against the Bank, its employees or officers as a result of or in connection with the acceptance of, or carrying out of any instructions in, this application by facsimile.
6. The Bank shall have the absolute and unfettered discretion to appoint one or more correspondents in advising the remittance to the Beneficiary and in relation to any other matter arising out of the remittance. The Bank shall not be responsible for any error, neglect, default, delay, omission, in solvency or failure in business of any such correspondents, and neither the Bank nor the Bank's correspondents shall be responsible for any delay in payment or non-payment of the remittance to the beneficiary, in advising the remittance to the Beneficiary or in the transmission or delivery of any item, letter, telegram or cable to the Beneficiary or any of the Bank's correspondents unless caused by its own negligence or fraud. Any action, process or other step taken by the Bank or any of the Bank's correspondents in connection with the remittance, if taken in good faith and in conformity with applicable foreign or domestic laws, customs or regulations, shall be binding on the Applicant and shall not place the Bank or any of the Bank's correspondents under any liability to the Applicant.
7. The Bank is not responsible to advise the Applicant of any exchange control or other similar restriction which may be imposed by the laws or regulations of the country to which the remittance is to be made and shall not be liable for any loss or delay resulting from such control and restriction. The Applicant is advised to make his own enquiries as to any such control or restriction.
8. The Bank may make payment of the remittance to a place different from that specified by the Applicant in the application form overleaf if the circumstances, in the Bank's sole and absolute opinion, so require.
9. Where the application for remittance is accepted by the Bank on the basis of a provisional exchange rate, then once the Bank is able to ascertain the actual applicable exchange rate, the Bank shall be entitled, and the Applicant agrees and authorizes the Bank, to debit the difference (in case the amount payable by the Applicant on the basis of the actual exchange rate exceeds the amount paid by the Applicant), or (as the case may be) credit the difference (in case the amount payable by the Applicant on the basis of the actual exchange rate is less than the amount paid by the Applicant) to the Applicant's account with the Bank without prior notice to the Applicant.
10. If payment of the remittance is to be completed on a particular date, the Applicant shall state such date as the value date on the application form overleaf, provided always that the Bank shall have the sole and unfettered discretion whether to accept any application with a stated value date if it so accepts, the Bank shall not be liable for any loss or damage incurred by the Applicant and/or the Beneficiary and/or any other party if the payment is not received by the Beneficiary or the Beneficiary's banker on the stated value date by reason of any event or cause beyond the control of the Bank or any of the Bank's correspondents. In particular, if the value date is stated as the same day on which the application is accepted or deemed to be accepted, the Bank does not warrant that the Beneficiary's banker or the Beneficiary will receive the remittance on the same day of the date of acceptance of the application as the remittance will be subject to *inter alia*, the cut-off time relating to the geographical location of the destination of the remittance.
11. If the application is accepted by the Bank at a time after the deadline stipulated by the Bank for the processing of outward remittances, the application shall be deemed to be accepted by the Bank on the next following business day of the Bank.
12. In the absence of any instructions from the Applicant to the contrary, payment of the remittance will be effected in the currency of the country to which the payment is actually made.
13. The application for the remittance, once accepted by the Bank is irrevocable and may not be cancelled unless the Bank agrees in writing. In considering whether to accept any request by the Applicant for cancellation of the remittance, the Bank may take into account, *inter alia*, whether it has received satisfactory confirmation from its correspondents that the remittance has been duly withheld and cancelled. If the Bank agrees to cancel the remittance, such agreement will always be subject to the following conditions and such other, reasonable additional conditions as the Bank may see fit to impose:
 - a. The Applicant shall be liable for all costs and expenses, reasonably incurred by the Bank and/or its correspondents in giving effect to the cancellation and such costs and expenses shall be deducted from the amount to be refunded to the Applicant.
 - b. The amount of refund shall be calculated at the Bank's then current buying rate for the currency of the relevant remittance at the time of refund.
14. The Applicant represents and warrants to the Bank that all data and information provided or confirmed by the Applicant from time to time in relation to any remittance is true, accurate and complete in all respects.
15. The Applicant is and shall continue to be in compliance with all applicable laws and regulations and the Applicant warrants and represents to the Bank that no transactions nor any trades related thereto will violate any anti-terrorism, anti-money laundering, sanctions or export control law, regulation or measure. Any breach of such warranty and representation will render suspension of transaction immediately.
16. The Bank's duty of confidentiality does not apply to information (i) that the Bank may disclose in accordance with its customary regulatory compliance procedures; and (ii) that the Bank is required to disclose under any applicable law, regulation or any court order or any measure, instruction or request of any regulatory or supervisory authority.
17. These conditions shall be read together with the Bank's General Terms and Conditions for Accounts. If there is any inconsistency between these conditions and the General Terms and Conditions for Accounts, the latter shall prevail.
18. These Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.