



## 大湾区理财通（南向通）服务条款及细则（“《南向理财通服务条款及细则》”） Terms and Conditions for GBA Southbound Wealth Management Connect Service （“Terms and Conditions for GBA Southbound WMC Service”）

此等条款及细则适用于南向理财通服务（定义见下文），客户（定义见下文）如使用南向理财通服务，即表示其同意受此等条款及细则（定义见下文）约束。以下各项（经不时修订）应纳入成为此等条款及细则之一部分，犹如其全文已载入此等条款及细则：

These Terms and Conditions apply to the GBA Southbound WMC Service (as defined below). By using the GBA Southbound WMC Service, the Client (as defined below) agrees to be bound by these Terms and Conditions. The following (as amended from time to time) shall be incorporated into these Terms and Conditions as if they were incorporated herein in their entirety.

- (a) 《南向理财通服务申请表》；  
GBA Southbound Wealth Management Connect Service to Hong Kong Application Form
- (b) 《银行产品条款及细则》；  
Banking Terms and Conditions;
- (c) 《客户条款》；  
Client Terms;
- (d) 《基金投资服务条款及细则》；  
Investment Fund Services Terms and Conditions;
- (e) 《债券投资服务条款及细则》；及  
Debt Securities Services terms & conditions; and
- (f) 《关于《个人资料（私隐）条例》（「条例」）及《个人信贷资料实务守则》致客户及其他个别人士的通知》。  
Notice to customers and other individuals relating to the Personal Data (Privacy) Ordinance (“Ordinance”) and the Code of Practice on Consumer Credit Data.

此等条款及细则与上述列明的其他条款及政策如有歧义，就南向理财通服务而言，概以此等条款及细则为准。

In case of any inconsistency between the Terms and Conditions expressly set out in this document and the other terms and conditions referred to above, the Terms and Conditions expressly set out in this document shall prevail for the purpose of the GBA Southbound WMC Service.

### 1. 释义 Definitions

#### 1.1 在此等条款及细则中除上下文另有定义，否则下述术语应当具有如下含义：

**Unless the context defines otherwise, terms used in these Terms and Conditions have the following meaning:**

“**适用规定**”指本行或客户预期应予遵守之任何法律、规则、法规、政策、诠释、指示、指引、公告、规定及由任何机关（无论是在内地或境外）颁布之其他监管文件（无论是否具有法律效力）。

“**Applicable Requirements**” mean any laws, rules, regulations, policies, interpretations, directions, guidelines, announcements, requirements and other regulatory documents (whether or not having the force of law) issued by any Authority, whether in or outside Mainland China, with which the Bank or the Client is expected to comply from time to time for the purpose of the GBA Southbound WMC Service.

“**机关**”或“**该等机关**”指对本行任何部分及南向理财通服务具有管辖权之任何本地或外国司法、行政、公共或监管机构、任何政府、证券或期货交易所、法院、中央银行或执法机构、金融服务供货商之自律或行业机构或协会，或任何上述机关之代理机构，包括但不限于中国人民银行、中国银行保险监督管理委员会、中国证券监督管理委员会、国家外汇管理局、香港金融管理局及香港证券及期货事务监察委员会。

“**Authority**” or “**Authorities**” includes any local or foreign judicial, administrative, public or regulatory body, any government, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the Bank and the GBA Southbound WMC Service, including but not limited to the People’s Bank of China, the China Banking and Insurance Regulatory Commission, the China Securities Regulatory Commission, the State Administration of Foreign Exchange, the Hong Kong Monetary Authority and the Hong Kong Securities and Futures Commission.

“**本行**”指渣打银行（香港）有限公司及其分行、支行及其他子公司，以及其继承人及受让人。

“**Bank**” means Standard Chartered Bank (Hong Kong) Limited and its branches, sub-branches and other subsidiaries, and its successors and assignees.

“**中国**”或“**内地**”指中华人民共和国，为本协议之目的，不包括香港、澳门及台湾地区。

“**China**” or “**Mainland China**” means, for the purposes of these Terms and Conditions, the People’s Republic of China other than Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan

“客户”指已申请并获本行准许使用南向理财通服务的内地城市合格投资者。在文义允许之情况下，包括客户的个人代表及合法继承人。

“Client” means an eligible investor in Mainland China who has applied for and been approved by the Bank to use GBA Southbound WMC Service, where the context permits, including each of his/her personal representatives and lawful successors.

“境内汇款专户”指以客户个人名义在内地伙伴银行开立并维持，符合内地伙伴银行及适用规定订明的若干资格条件的银行账户。该银行账户由客户指定并经本行同意藉此提供南向理财通服务。

“Dedicated Onshore Remittance Account” means a bank account opened and maintained in the Client’s sole name with a Mainland Partner Bank in Mainland China, meeting certain eligibility criteria as specified by the Mainland Partner Bank and applicable regulations. The bank account is designated by the Client and agreed by the Bank to provide GBA Southbound WMC Service.

“理财通投资专户”指以个人名义在本行就南向理财通服务开立及维持的有投资于合格理财产品功能的账户，该账户由综合存款户口（作为现金及结算账户）以及具有投资功能的投资户口组成。

“Dedicated Southbound WMC Account” means an account opened and maintained in Client’s sole name with the Bank for the GBA Southbound WMC Service with the function of investing in Eligible Investment Products, which consists of an Integrated Deposits Account (as a cash and settlement account) and an Investment Account with investment function.

“合格理财产品”指根据适用规定及本行不时订明的规定客户获准在南向理财通服务下投资的任何理财产品。

“Eligible Investment Product(s)” means any wealth management products which are permitted for investment by the Client under the GBA Southbound WMC Service pursuant to the Applicable Requirements and other requirements as the Bank may specify from time to time.

“大湾区”指粤港澳大湾区（Guangdong-Hong Kong-Macao Greater Bay Area，缩写 GBA），由香港、澳门两个特别行政区和广东省广州、深圳、珠海、佛山、惠州、东莞、中山、江门、肇庆九个珠三角城市（“内地城市”）组成。

“GBA” means Guangdong-Hong Kong-Macao Greater Bay Area, includes nine mega cities of Guangdong province: Guangzhou, Shenzhen, Zhuhai, Foshan, Dongguan, Zhongshan, Jiangmen, Huizhou and Zhaoqing as well as two special administrative regions Hong Kong and Macau.

“南向理财通服务”指本行根据此等条款及细则向客户提供的内地往香港南向理财通服务，客户作为符合本行及适用规定订明资格条件的内地城市个人居民，可使用境内汇款专户向理财通投资专户（具体而言，为综合存款户口）进行跨境人民币汇款，投资本行销售的合格理财产品，并接收由理财通投资专户（具体而言，为综合存款户口）汇回的跨境人民币汇款。

“GBA Southbound WMC Service” means the southbound wealth management connect service provided by the Bank under these Terms and Conditions, whereby the Client, as an eligible individual resident in Mainland China who meets the eligibility criteria prescribed by the Bank and the applicable regulations, may use the Dedicated Onshore Remittance Account to make cross-boundary RMB remittance to the Dedicated Southbound WMC Account (in particular, the Integrated Deposits Account) to invest in the Eligible Investment Products distributed by the Bank and receive cross-boundary RMB remittance from the Dedicated Southbound WMC Account (in particular, the Integrated Deposits Account).

“香港”指中华人民共和国香港特别行政区。

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“综合存款户口”指综合存款户口（理财通）（Integrated Deposits Account (Wealth Connect)），以客户个人名义在本行就南向理财通服务维持的结算账户。

“Integrated Deposits Account” means the Integrated Deposits Account (Wealth Connect), a settlement account maintained in Client’s sole name with the Bank in respect of the GBA Southbound WMC Service.

“投资户口”指理财通投资户口（WMC Investment Account），以客户个人名义在本行就南向理财通服务维持的投资账户。

“Investment Account” means the WMC Investment Account, an investment account maintained in Client’s sole name with the Bank in respect of the GBA Southbound WMC Service.

“内地伙伴银行”指渣打银行（香港）有限公司签署理财通业务合作的内地银行，包括但不限于渣打银行（中国）有限公司。

“Mainland Partner Bank” means the mainland partner banks with which Standard Chartered (Hong Kong) Limited has signed the GBA Southbound WMC Service cooperation agreement, including but not limited to Standard Chartered Bank (China) Limited.

“此等条款及细则”指本条款及细则，连同本行其他与南向理财通服务有关的条款或政策，包括《南向理财通服务申请表》《银行产品条款及细则》《客户条款》《基金投资服务条款及细则》《债券投资服务条款及细则》《关于《个人资料（私隐）条例》（「条例」）及《个人信贷资料实务守则》致客户及其他个人人士的通知》，以及本行可能不时向客户提供之南向理财通服务适用之其他条款及条件。

“Terms and Conditions” means the terms and conditions expressly set out in this document, together with the other terms and conditions, including “GBA Southbound Wealth Management Connect Service to Hong Kong Application Form”, “Banking Terms and Conditions”, “Client Terms”, “Investment Fund Services Terms and Conditions”, Debt Securities Services terms & conditions; “Notice to customers and other individuals relating to the Personal Data (Privacy) Ordinance (“Ordinance”) and the Code of Practice on Consumer Credit Data” and other terms and conditions applicable to the GBA Southbound WMC Service that may be provided by the Bank to the Client from time to time.

1.2 除上下文另有要求，否则单数词的含义包括复数，反之亦然；单一性别的词语也包含所有性别。除非另有说明，否则此等条款及细则所指的条款及附件均指此等条款及细则内的条款及附件。

Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing a gender include every gender. Unless otherwise stated, references to these Terms and Conditions and the Exhibits herein are to these Terms and Conditions and the Exhibits herein.

1.3 此等条款及细则各条文的标题仅供参考，不能作为解释此等条款及细则的依据。

The Clause headings in the Terms and Conditions are for reference only and shall be ignored in the interpretation of these Terms and Conditions.

- 1.4 此等条款及细则的所有附件构成此等条款及细则的一部分，与此等条款及细则具有同等法律效力。  
All annexes to these Terms and Conditions are part of these terms and conditions and have the same legal effect as these Terms and Conditions.

## 2. 南向理财通服务范围

### Scope of the GBA Southbound WMC Service

- 2.1 在适用规定允许的范围内，本行在南向理财通服务项向下的服务包括：

To the extent permitted by applicable regulations, the Bank's services under the Southbound Wealth Management Service include:

- (a) 支持客户在境内汇款专户与理财通投资专户（具体而言，为综合存款户口）之间进行跨境人民币汇款；  
remit funds between the Dedicated Onshore Remittance Account and the Dedicated Southbound WMC Account (in particular, the Integrated Deposits Account);
- (b) 为符合资格条件的客户开立及维持南向理财通专用的理财通投资专户（包括一个综合存款户口和一个投资户口），并确保该理财通投资专户与同一客户在内地伙伴银行开立并维持的境内汇款专户配对；  
open and maintain a Dedicated Southbound WMC Account (including an Integrated Deposits Account and an Investment Account) for eligible Clients and ensuring that such Dedicated Southbound WMC Account is paired with a Dedicated Onshore Remittance Account opened and maintained by the same Client with the Mainland Partner Bank;
- (c) 透过客户的理财通投资专户向其销售合格理财产品（包括应客户要求提供相关产品资料并回应客户的具体查询）；  
utilise funds in the Dedicated Southbound WMC Account to invest in the Eligible Investment Products (including the provision of relevant product information and response to specific inquiries from the Client upon request);
- (d) 如果合格理财产品并非以离岸人民币计价，为客户提供外汇兑换服务，以购买港币和外币计价的合格理财产品；  
provide foreign exchange service for the Client to Hong Kong Dollar and foreign currency denominated Eligible Investment Products if the Eligible Investment Products are not denominated in offshore RMB;
- (e) 提供与合格理财产品售后跟进有关的服务；以及  
provide services related to post-sale follow-up of the Eligible Investment Products; and
- (f) 本行与客户不时同意的其他服务。  
other services agreed by the Bank and the Client from time to time.

- 2.2 本行可按不时订明之条款及细则提供南向理财通服务。本行有权不时进行以下各项（或其中任何一项）而无须事先发出通知：

The Bank may offer the GBA Southbound WMC Service on such terms and conditions as the Bank may specify from time to time. The Bank has the right to carry out the following (or any of them) from time to time without giving prior notice:

- (a) 推出新的服务或更改、暂停或撤销任何现有服务；  
introduce new services, or vary, suspend or withdraw any existing services;
- (b) 订明或更改南向理财通服务之范围及程度，包括但不限于：  
specify or vary the scope of the GBA Southbound WMC Service, including but not limited to:
  - (i) 规定南向理财通服务项下可进行之转账、交易类别；  
prescribing the types of transfers, transactions and dealings which may be conducted using the GBA Southbound WMC Service;
  - (ii) 为遵守适用规定等理由设置或更改使用南向理财通服务之限额；以及  
setting or varying relevant quotas relating to the use of the GBA Southbound WMC Service; and
  - (iii) 设置或更改南向理财通服务之营业日、服务时间及每日截止时间。  
setting or varying business days, service hours and the daily cut-off time for the GBA Southbound WMC Service.

- 2.3 此等条款及细则中所提及到的综合存款户口有如下规定和限制：

The Integrated Deposits Account referred to in these Terms and Conditions is subject to the following provisions and limitations:

- (a) 仅为用于南向理财通服务中与境内汇款专户进行往来资金汇划之目的；  
it is opened and maintained for the sole purpose of transferring funds to and from the Dedicated Onshore Remittance Account in the GBA Southbound WMC Service;
- (b) 根据监管部门要求，客户本人同名的境内汇款专户与综合存款户口配对，以提供南向理财通服务；  
it is a regulatory requirement to pair it with a Dedicated Onshore Remittance Account opened in the same name to form a one-to-one matching, thereby providing the GBA Southbound WMC Service;
- (c) 综合存款户口仅限于南向理财通服务，包括但不限于：  
the Integrated Deposits Account can only be used for the sole purpose of GBA Southbound WMC Service, including but not limited to:
  - (i) 与已配对的客户本人同名境内汇款专户的资金移转；以及  
transferring funds between the Integrate Deposit Account and the Dedicated Onshore Remittance Account that are opened in the same name and paired with each other; and
  - (ii) 与合格理财产品的结算与资金移转。  
transferring funds for settling the Eligible Investment Products.

任何非上述目的的交易都将被视为不符合条件，并将会被本行拒绝，恕不另行通知。

Any transaction for purposes not listed above shall be considered as ineligible and will be declined by the Bank without prior notice.

- (d) 综合存款户口的操作和处理方式与一般综合存款户口相同，除受本 2.3 条款的额外限制外，同时受银行产品条款及细则下的往来 / 支票 / 储蓄户口及定期存款户口，以及构成本行协议任何其他文件的限制。

The Integrated Deposits Account will be operated and treated in the same way as a general Integrated Deposits Account, but subject to additional controls under this Clause 2.3, and will be subject to other restrictions applicable to the Current/ Cheque/ Savings account and Time Deposit Account Terms under the Banking Terms and Conditions as well as any other documents forming the Bank's banking agreement.

### 3. 登记南向理财通服务

#### Registration for the GBA Southbound WMC Service

- 3.1 南向理财通服务仅提供予符合本行及适用规定订明的资格条件的自然人客户。

The GBA Southbound WMC Service is available only to a Client who meets the Applicable Requirements and other requirements as the Bank may specify from time to time.

- 3.2 客户须按照本行不时订明之程序及要求，以登记南向理财通服务，包括但不限于以下各项：

To register for the GBA Southbound WMC Service, a Client shall follow the procedures and other requirements as the Bank may specify from time to time, including but not limited to the following:

- (a) 在本行开立及维持一个理财通投资专户，就此获取南向理财通服务；  
to open and maintain the Dedicated Southbound WMC Account with the Bank;
- (b) 在本行接纳的，且符合适用规定的内地伙伴银行，开立及维持同名境内汇款专户，就南向理财通服务指定该账户与理财通投资专户（具体而言，为综合存款户口）进行往来资金汇划；  
to open and maintain an Dedicated Onshore Remittance Account with the Mainland Partner Bank, designate such Dedicated Onshore Remittance Account as his/her onshore bank account and pair it with his/her Dedicated Southbound WMC Account (in particular, the Integrated Deposits Account) for fund remittance to and from the Dedicated Southbound WMC Account under the GBA Southbound WMC Service;
- (c) 遵循本行可不时规定的程序及提供有关数据及文件，包括为遵守适用规定而本行可能需要的有关身份证明数据及 / 或文件；  
to follow such procedures and provide such information and documents as the Bank may require from time to time, including information and documents as the Bank may specify to comply with the Applicable Requirements;
- (d) 在本行开立一个港元月结单储蓄户口及提款卡供登记网上银行服务之用，而该户口及提款卡未能提供任何银行服务；及  
to open a HKD Statement Savings account and ATM Card with the Bank for the purpose of registering for Online Banking services where the account and ATM Card do not provide any banking services; and
- (e) 确认客户本人接受此等条款及细则。  
to confirm the acceptance of these Terms and Conditions.

- 3.3 客户登记及使用南向理财通服务须获本行批准。若本行认为有合理理由，本行可拒绝客户登记及使用南向理财通服务。尤其是，即使客户已执行登记步骤及提供所需数据，本行仍可拒绝客户之登记。

The Bank reserves the right to reject a Client's registration for the GBA Southbound WMC Service, as the Bank reasonably considers appropriate, even if the Client has complied with the registration procedures and provided the required information.

- 3.4 客户一经登记使用南向理财通服务，即表示同意、确认及承诺：

By registering to use the GBA Southbound WMC Service, the Client confirms and agrees that:

- (a) 客户已符合本行及适用规定订明的资格条件；  
he/she meets the eligibility requirements prescribed by the Bank and the Applicable Requirements;
- (b) 客户将持续遵守适用规定；  
he/she is and will continue to be in compliance with the Applicable Requirements;
- (c) 客户仅可指定一个理财通投资专户（具体而言，为综合存款户口）与境内汇款专户进行往来资金汇划，除非事先获得本行书面同意，该理财通投资专户（具体而言，为综合存款户口）一经指定即与境内汇款专户实现配对，不可更改；  
he/she can only designate one Dedicated Southbound WMC Account (in particular, the Integrated Deposits Account) to transfer funds to and from the Dedicated Onshore Remittance Account, and cannot change such Dedicated Southbound WMC Account (in particular, the Integrated Deposits Account) that is paired with the Dedicated Remittance Account upon designation unless prior written consent is obtained from the Bank;
- (d) 客户的理财通投资专户真实，并以客户的名义于本行开立及维持；及  
his/her designated Dedicated Southbound WMC Account is genuine and belongs to him/her personally; and
- (e) 若境内汇款专户被暂停、终止或以可能影响南向理财通服务的方式被更改，客户将立即以书面形式通知本行。  
he/she will immediately notify the Bank in writing if his/her Dedicated Onshore Remittance Account is suspended, terminated or otherwise changed in a way which may affect the GBA Southbound WMC Service.

### 4. 指示

#### Instructions

- 4.1 客户在南向理财通服务下给予的所有指示均受此等条款及细则、本行不时订明的其他规定及适用规定的约束及规范。

The Client's instructions under the GBA Southbound WMC Service are subject to the Applicable Requirements and other requirements as the Bank may specify from time to time.

- 4.2 本行可指明客户在南向理财通服务下给予本行指示的方式。客户须以本行不时订明的方式给予本行指示。

The Bank is entitled to specify the manners through which the Client may provide instructions to the Bank under the GBA Southbound WMC Service. The Bank will only act upon a Client's instructions which are provided in a manner acceptable to the Bank.

- 4.3 本行有权按照一般业务惯例及程序行书，并只接受本行认为可行及合理的指示。为避免疑问，本行有权参与任何监管银行业务的组织及其他为银行提供中央结算、交收及相关服务的系统，并遵守有关规定。但是，在任何情况下，本行不因任何该等组织或系统的经办人或负责人的作为或不作为承担责任。

The Bank will only act upon a Client's instructions as soon as reasonably practicable after receiving all necessary instructions, funds and documents as the Bank may specify. For the avoidance of doubt, the Bank shall be entitled to participate in and comply with the requirements of any organisation that regulates banking operations and other systems that provide central clearing, settlement and related services to the Bank. However, in no event shall the Bank be liable for the acts or omissions of the managers or principals of any such organisation or system.

- 4.4 除非已收到本行可能需要的所有指示、资金及文件，否则本行无义务行事。本行拥有独有的绝对权利接纳或拒绝任何指示或订明接纳任何指示的任何条件而无须给予任何理由。本行无须就客户因任何拒绝可能直接或间接产生的任何损失承担责任。

The Bank shall not be obliged to act unless it has received all instructions, funds and documents as may be required by the Bank. The Bank shall have the sole and absolute right to accept or reject any Instruction or to prescribe any conditions for the acceptance of any Instruction without assigning any reason therefor. The Bank is not liable for any loss incurred by the Client directly or indirectly as a result of any refusal.

- 4.5 除非获得本行的事先书面同意，向本行发出的任何指示均不可取消或撤回。一切已发出的指示，不论是否由客户本人或声称是客户的人士发出，如果本行善意的理解并据之行事，均属不可撤销并对客户具有约束力。除非法律规定另有规定，否则本行并无责任验证发出指示的客户的身分或权限，或查证有关指示的真实性和准确性。

Any instruction given to the Bank cannot be cancelled or withdrawn except with the prior written consent of the Bank. All instructions given, whether or not given by the Client or by a person purporting to be the Client, shall be irrevocable and binding on the Client if the Bank understands and acts in good manner in accordance with them. Unless otherwise provided by law, the Bank is not responsible for verifying the identity or authority of the Client giving the instructions or for verifying the truth and accuracy of such instructions.

- 4.6 本行无须就根据客户指示进行的任何交易而导致的任何损失承担责任。

The Bank is not liable for any loss incurred by the Client in connection with the instruction of the Client.

## 5. 资金转账及汇划

### Transfer and remittance of funds

- 5.1 南向理财通服务下的所有资金转账及汇划均受此等条款及细则、本行不时订明的有关资金转账和跨境汇款的其他规定及适用规定的约束及规范。

All funds transfer and remittance under the GBA Southbound WMC Service are subject to Applicable Requirements and other requirements prescribed by the Bank from time to time.

- 5.2 从境内汇款专户汇入理财通投资专户（具体而言，为综合存款户口）的相关汇款均应遵循适用规定，否则可能将被拒绝并可能产生费用。

All fund transfer and remittance from the Dedicated Onshore Remittance Account to the Dedicated Southbound WMC Account (in particular, the Integrated Deposits Account) shall comply with Applicable Requirements, otherwise it may be rejected and fees may be incurred.

- 5.3 客户仅可通过将境内汇款专户与理财通投资专户（具体而言，为综合存款户口）配对的方式进行闭环汇划，同时所有从理财通投资专户（具体而言，为综合存款户口）发起的汇款都将被视为用于闭环汇划。本行将根据本行和有关机关规定的报文要求办理有关汇款，包括覆盖汇款报文、付款目的和收费选项。对于已提交的汇款报文修改要求将不被接受。

A Client can only remit RMB in a closed-loop manner by pairing his/her Dedicated Onshore Remittance Account with his/her Dedicated Southbound WMC Account (in particular, the Integrated Deposits Account). All remittances initiated from the Dedicated Southbound WMC Account (in particular, the Integrated Deposits Account) will be deemed for closed-loop remittance purposes. The Bank will process the relevant remittance in accordance with the reporting requirements as stipulated by the Bank and the relevant Authorities, including to report in a prescribed format, indicate the payment purpose and itemise fee schedules. Requests for amendments to remittance reports already submitted will not be accepted.

- 5.4 境内汇款专户与理财通投资专户之间的所有跨境汇款必须以人民币进行，并受限于适用规定项下的总额度和个人额度以及本行不时订明的其他要求。本行可拒绝超过本行和 / 或适用规定订明的总额度和 / 或个人额度的任何款项从境内汇款专户划转至理财通投资专户。为避免疑问，透过理财通投资专户使用资金的指令将不会被影响。

All cross-boundary remittances between the Dedicated Onshore Remittance Account and the Dedicated Southbound WMC Account must be made in RMB and are subject to the aggregate and individual investor quotas under the Applicable Regulations and such other requirements as may be prescribed by the Bank from time to time. The Bank may refuse any transfer of funds from the Dedicated Onshore Remittance Account to the Dedicated Southbound WMC Account in excess of the aggregate quota and/or individual investor quota prescribed by the Bank and/or the Applicable Regulations. For the avoidance of doubt, investment instructions using funds held in the Dedicated Southbound WMC Account will not be affected.

- 5.5 存入理财通投资专户的任何项目须根据适用规定及本行订明的规定最终收妥后方可入账。

Any items deposited into the Dedicated Southbound WMC Account must be finally received in accordance with the Applicable Regulations and the provisions prescribed by the Bank before they can be credited to the account.

5.6 根据客户的指示，受限于转账种类和指示方式，本行一般在营业时间内将资金从客户的理财通投资专户转出。客户可向本行索取有关该等转账详情的数据。

The Bank generally transfers funds out of a Client's account upon his/her instructions during working hours, subject to the types of transfer and the manner of instructions. A Client may request information from the Bank about the details of such transfers.

## 6. 合资格理财产品

### Eligible Investment Products

6.1 客户可以运用客户在理财通投资专户中的资金投资任何南向理财通服务所允许的合资格理财产品。合资格理财产品的列表可于本行的官方网站中查询（www.sc.com/hk）。

A Client can only utilise funds in his/her Dedicated Southbound WMC Account to invest in Eligible Investment Products. The list of Eligible Investment Products is available on the Bank's official website (www.sc.com/hk).

6.2 本行有权不时更改合资格理财产品列表而不另行通知。

The Bank may change the list of Eligible Investment Products from time to time without prior notice.

6.3 客户对于合资格理财产品的持仓均将保存于理财通投资专户（具体而言，为投资户口）中。

A Client's positions in Eligible Investment Products will be kept in the Dedicated Southbound WMC Account (in particular, the Investment Account).

6.4 客户不得对其在理财通投资专户中所持有的任何资产（或其中任何部分）为任何其他人士设立任何质押或其他担保权益或权益负担或债权主张。

The Client shall not create any charge or other security interest or encumbrance of interest or claim against any other person in respect of any assets (or any part thereof) held by the Client in the Dedicated Southbound WMC Account.

## 7. 货币兑换

### Currency conversion

7.1 客户可以要求本行将理财通投资专户（具体而言，为综合存款户口）中的金额从一种货币兑换为另一种货币。

A Client may give instructions to the Bank to effect a currency conversion in relation to an amount in his/her Dedicated Southbound WMC Account (in particular, the Integrated Deposits Account).

7.2 如在南向理财通服务下的相关要求是恰当的，本行还可以将一种货币的金额兑换为另一种货币。客户授权本行就结算南向理财通服务下的交易进行货币兑换，并同意就任何有关兑换产生的任何不足之数向本行作出弥偿保证。

The Bank may also convert amounts in one currency into another currency if the relevant request under the GBA Southbound WMC Services is appropriate. The Client confirms that he/she authorises the Bank to effect a currency conversion for the settlement of any transaction under the GBA Southbound WMC Service, and agrees to indemnify the Bank for any shortfall arising from any currency conversion therein.

7.3 本行将在每次兑换时以当时本行合理认为合适的汇率兑换货币。本行将会通知客户有关的汇率。本行或会不时更改汇率而不另行通知。

The Bank will convert the currency at each exchange at the rate that the Bank reasonably considers appropriate at the time. The Bank will inform the Client of the relevant exchange rate. The Bank may change the exchange rate from time to time without prior notice.

7.4 如转账被退还给本行，或本行因任何其他原因而无法进行转账，本行将使用当时适用的汇率将其转回，此时客户承认并知悉其将取回的金额与客户所支付的金额或会不同。

If the transfer is returned to the Bank, or if the Bank is unable to make the transfer for any other reason, the Bank will transfer it back using the then applicable exchange rate, at which point the Client acknowledges and understands that the amount to be recovered will be different from the amount paid by the Client.

## 8. 客户资料

### Client information

8.1 客户同意及确认经本行不时修订的《个人信息及隐私保护政策》将适用于客户提供的所有数据（包括就南向理财通服务向本行或香港指定银行提供的数据）。

The Client agrees that the Privacy Policy, communicated to him/her from time to time by the Bank, applies to all information he/she provides (either to the Bank or to the Mainland Partner Bank under the GBA Southbound WMC Service).

8.2 为处理及管理客户登记及使用南向理财通服务事宜，客户同意根据《关于《个人资料（私隐）条例》（「条例」）及《个人信贷资料实务守则》致客户及其他个人士的通知》的相关规定，本行可以将客户资料披露给下列接收者：

For the purpose of processing and managing the registration and use of GBA Southbound WMC Services, the Client agrees that the Bank may, in accordance with the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance ("Ordinance") and Code of Practice on Consumer Credit Data, disclose his/her information to the following recipients:

(a) 本行的集团成员和该等机关（包括内地与香港的机关），以符合适用规定的要求（如适用规定项下的总额度和个人额度）；及 to the Bank's group members and any authorities (including Authorities in Mainland China and Hong Kong) to comply with the Applicable Requirements (such as meeting any aggregate or individual investor quota prescribed by the Applicable Requirements); and

(b) 内地伙伴银行。

to the Mainland Partner Bank.

8.3 客户同意本行可在本行合理认为适当的时间内保存客户资料，以符合适用规定。

The Client agrees that the Bank may keep his/her information for such period of time as the Bank reasonably considers appropriate to comply with the Applicable Requirements.

## 9. 费用及收费

### Fees and Charges

9.1 客户应当了解与南向理财通服务有关的本行收费及开支清单。

The Client should be aware of the Bank's charges and expenses in relation to the GBA Southbound WMC Service.

9.2 本行有权收取或更改使用南向理财通服务之费用。本行会向客户事先发出有关新费用或费用更改之通知。如遇收费提高，将于由本行决定的收费及费用调整前 30 天以公示或其他本行认为恰当的方式通知客户。若本行于新费用或经修订费用生效日期前未收到客户终止南向理财通服务之通知，则客户须支付有关费用。

The Bank reserves the right to charge or change the fees and charges for the use of the GBA Southbound WMC Service. The Bank will give prior notice to the Client of any new or changes in fees and charges. In the event of any increase in fees and charges, the Bank will notify the Client by way of public announcement or other methods appropriate 30 days prior to the adjustment of fees and charges as determined by the Bank. If the Bank does not receive notice of termination of the GBA Southbound WMC Service by the effective date of the new or change fees and charges, the Client shall pay the relevant fees and charges.

9.3 因使用南向理财通服务而产生的其他业务费用（如汇款手续费、邮电费等）适用相应业务的收费标准。

Other business charges (e.g. remittance handling fee, postage fee, etc.) arising from the use of the GBA Southbound WMC Services are subject to the respective business charges.

9.4 本行及其附属公司及关联机构（如适用）有权在不事先通知客户的前提下，接受、保留、享有并自行使用因向客户提供南向理财通服务所收取的全部利润、返还、经纪费、佣金、收费、利益、折扣或其他收益。

The Bank and its subsidiaries and affiliates (if applicable) shall be entitled to receive, retain, enjoy and use at their own discretion all profits, rebates, brokerage fees, commissions, charges, benefits, discounts or other proceeds receivable in connection with the provision of the GBA Southbound WMC Services to the Client without prior notice to the Client.

## 10. 客户确认及承诺

### Client confirmation and undertaking

客户知晓、确认及承诺：

The Client confirms and undertakes the following:

(a) 客户应遵守使用南向理财通服务的所有适用规定并受此等条款及细则约束（本行可不时未予通知而更改）；  
he/she will comply with these Terms and Conditions and the Applicable Requirements for the use of the GBA Southbound WMC Service (which may be subject to change by the Bank from time to time without prior notice to the Client);

(b) 客户不得以任何非法或违反任何适用规定的方式或以任何违反或侵害本行权利或任何第三者权利的方式使用南向理财通服务；  
he/she will not use the GBA Southbound WMC Service in any way that is illegal, in breach of any Applicable Requirements or in contravention of any rights of the Bank or any third party;

(c) 为南向理财通服务之目的，客户是适用规定中定义的合资格居民投资者，如具有粤港澳大湾区内地9市户籍或在粤港澳大湾区内地9市连续缴纳社保或个人所得税满2年；以及具有2年以上投资经历，且满足最近3个月家庭金融资产月末余额不低于100万元人民币，或者最近3个月家庭金融资产月末余额不低于200万元人民币，或者近3年年均收入不低于40万元人民币，且不属于适用规定或此等条款及细则中定义的“特定客户”，并符合本行对使用南向理财通服务客户提出的要求和限制；

for the purpose of the GBA Southbound WMC Services, he/she is an Eligible Resident Investor as defined in the Applicable Requirements, meeting the relevant eligibility criteria including having a household registration in any of GBA 9 mega cities or having paid social security or personal income tax continuously in GBA 9 mega cities for 2 consecutive years or the average annual income in the each of the past three years is not less than RMB 400,000; and having at least 2 years of investment experience and satisfying the requirement that the month-end balance of household net financial assets for the latest 3 months is not less than RMB 1 million or the month-end balance of household financial assets for the latest 3 months is not less than RMB 2 million, and not being a "Vulnerable Customer" as defined in the Applicable Requirements, and meeting the requirements and restrictions imposed by the Bank on Clients using the GBA Southbound WMC Service;

(d) 本行会一并考虑客户在申请表、其他表格及客户投资取向问卷等其他相关的适用文件上提供的资料，评估客户使用「南向理财通」服务的资格，及判断是否接纳申请。惟评估结果不论如何，都不表示本行必须为客户开立任何户口，亦不保证客户可获本行开立任何户口；

The Bank will use the information that the client provides and is requested to provide, in the application form, other forms and related documents, such as Client Investment Profile (CIP) Questionnaire, where applicable, to assess the client's eligibility for and determine its acceptance of the application for the GBA Southbound WMC Service. However, any assessment result does not bind the Bank to open or guarantee the client the Bank's opening of any accounts for the client;

(e) 客户已完成或将完成的客户投资取向问卷之结果专为本行理解客户的风险偏好之用。即使客户曾经、可能或将会在香港或其他地区的其他银行，填写类似的客户投资取向问卷，这些结果之间并不具有可资比拟性；

The results of the CIP the client conducted/ will conduct for the GBA Southbound WMC Service are specific for the Bank to understand the client's risk profile. They are not comparable with the results of the CIPs or equivalent that the client conducted/ may or will conduct for other banks in Hong Kong or other locations;

(f) 本行提供或将提供的投资产品，皆在符合监管要求风险评级的范围内。但是，即便属于同一风险水平，本行所采用的风险评级的描述，与监管要求的也可能不尽相同。

The Bank offers and will offer investment products of risk ratings within the range allowable by regulatory requirements. However, the descriptions of risk ratings adopted by the Bank and the regulatory requirements may be different even for the same risk level.

- (g) 本行不时评估客户使用南向理财通服务的资格。本行可能依据客户已提供的资料，及 / 或要求客户提供的最新或进一步信息而进行评估工作。本行可根据其独立酌情决定权采取步骤以对评估结果进行跟进，包括但不限于维持客户的服务不变，为客户适用服务而修订或实施若干条款与条件，以及终止客户的服务并代客户平仓；  
The Bank assesses the client's eligibility to the GBA Southbound WMC Service from time to time. The Bank may conduct the assessment with the client's information already given to the Bank and/ or by requesting the client to provide latest or further information. The Bank may take follow-up action in response to the assessment results at its sole discretion, including but not limited to keeping the Service for the client unchanged, revising or imposing certain terms and conditions for the client's use of the Service, and terminating the Service for the client with the client's holdings force-divested;
- (h) 本行如发现客户或个别投资者有违「南向理财通」原意或违反任何规定、要求，本行需即时向香港金管局汇报。本行可按行方意愿采取相应跟进行动，包括但不限于暂停或取消客户参与南向理财通服务的资格、出售客户持有的产品并注销投资专户和汇款专户、保存客户持有的资产直至到期赎回但不能再投资新产品等；  
If the Bank becomes aware of any non-compliance or breach by an individual investor (including the client) of any expectations or requirements, the Bank has the obligation and rights to file a report with the Hong Kong Monetary Authority (HKMA) immediately. The Bank may take follow-up action in response to the issues identified at its sole discretion, including but not limited to suspension or revocation of the client's eligibility to engage in the GBA Southbound WMC Service, disposal of the products held by the client's and termination of the client's dedicated investment account and dedicated remittance account, keeping the client's holdings until redemption at maturity while forbidding investment in any new products;
- (i) 客户知晓及已评估与南向理财通服务有关的风险（包括但不限于附录所载者），而客户愿意承担该等风险；  
he/she understands and has assessed the risks relating to the GBA Southbound WMC Service (including but not limited to those as set out in Annexes) and he/she is willing to undertake those risks;
- (j) 客户在开展南向理财通服务项下的任何交易之前将寻求独立的专业意见，并自行进行评估；  
he/she will seek independent professional advice and make his/her own assessment before carrying out any transaction under the GBA Southbound WMC Service;
- (k) 客户知晓人民币现时不可自由兑换，而人民币的兑换可能受限于该等机关制定的若干政策、监管规定及 / 或其他限制（本行可不时未予通知而更改），本行提供的实际安排可能取决于有关时间内的现行政策、监管规定及 / 或其他限制；  
he/she understands that RMB is currently not freely convertible and the conversion of RMB is subject to the policies, regulatory requirements prescribed by the Authorities and/or other restrictions (which may be subject to change by the Bank from time to time without prior notice to the Client). The actual arrangement of the GBA Southbound WMC Service depends on the Applicable Requirements prevailing at the relevant time;
- (l) 客户知晓境内汇款专户与理财通投资专户之间的人民币汇划受限于适用规定项下的投资者总额度和个人额度以及本行不时订明的其他要求；  
he/she understands that cross-boundary remittance of RMB from his/her Dedicated Onshore Remittance Account to his/her Dedicated Southbound WMC Account is subject to any aggregate and individual investor quotas imposed by the Applicable Requirements and other requirements as the Bank may specify from time to time;
- (m) 客户知晓并确认，本行处开立并维持的理财通投资专户仅限于投资香港的合格理财产品，而客户于内地伙伴银行开立并维持的境内汇款专户将与理财通投资专户配对，且仅限于为南向理财通之目的进行跨境汇划；  
he/she understands that his/her Dedicated Southbound WMC Account is opened and maintained with the Bank in Hong Kong for investment in Eligible Investment Products in Hong Kong, while his/her Dedicated Onshore Remittance Account is opened and maintained with the Mainland Partner Bank and is paired with his/her Dedicated Southbound WMC Account for cross-boundary fund remittance under the GBA Southbound WMC Service;
- (n) 客户声明并确认，其未在内地伙伴银行以外的其他银行办理南向理财通业务；  
he/she declares and confirms that he/she has not acquired GBA Southbound WMC Service with any bank other than the Mainland Partner Bank.
- (o) 客户知晓并确认，为理财通投资专户及南向理财通服务之目的，此等条款及细则构成客户与本行之间的完整协议，对于客户境内汇款专户的操作受限于由内地伙伴银行制定的适用于该账户的条款与条件所限；  
he/she is aware and acknowledges that for the purpose of the Dedicated Southbound WMC Account and the GBA Southbound WMC Service, these Terms and Conditions constitute the entire agreement between the Client and the Bank, the operation of the Client's Dedicated Onshore Remittance Account is subject to the Terms and Conditions applicable to such account as set by the Mainland Partner Bank;
- (p) 客户同意承担就南向理财通服务所产生的所有费用及税项，并同意按要求就本行可能因南向理财通服务而产生的所有费用及税项向本行作出补偿或赔偿，客户进一步同意，本行概不就建议或处理与南向理财通服务有关的任何税务问题、负债及 / 或义务承担任何责任，本行亦不会就此提供任何服务或协助；  
he/she is fully responsible for all costs, expenses and taxes incurred in connection with the GBA Southbound WMC Service and agrees to indemnify the Bank on demand from and against all costs, expenses and taxes which the Bank may incur in connection with the GBA Southbound WMC Service. The Client further agrees that the Bank is not responsible for advising on or handling any tax issues in connection with the GBA Southbound WMC Service, and the Bank does not provide any service or assistance in relation to tax issues;
- (q) 客户确认，客户提供的所有有关南向理财通服务的数据为，并应持续为真实、准确、有效及完整；  
all the information provided by the Client in connection to the GBA Southbound WMC Service is, and remains, true, accurate, correct and complete;

- (r) 客户承诺向本行提供本行不时可能合理要求的有关数据及文件，以提供南向理财通服务；及  
he/she will provide the Bank with such information and documents as the Bank may reasonably request from time to time for the purpose of verifying the Client's identity and providing the GBA Southbound WMC Service; and
- (s) 客户同意本行可以与客户开立境内汇款专户的内地伙伴银行联系，就南向理财通服务之目的，互通客户资料，以核实客户身份并提供南向理财通服务。  
the Bank may liaise with, and rely on information provided by, the Mainland Partner Bank for the purpose of verifying the Client's identity and the Dedicated Onshore Remittance Account, and providing the GBA Southbound WMC Service.

## 11. 免责及赔偿承担

### Limitation of liability and indemnity

- 11.1 本行对于客户因理财通投资专户内的资产或财产而应缴的任何税款或该等资产或财产价值的减少不承担任何责任。  
To the extent permitted by the Applicable Requirements, the Bank is not liable for any loss incurred or suffered by the Client or any third party arising from or in connection with the use of the GBA Southbound WMC Service.
- 11.2 本行概不就客户或任何其他人士于任何情况下因或就有关使用南向理财通服务所产生的任何利润或利益损失、间接或相应的损失承担法律责任。  
The Bank is not liable to the Client or any other person under any circumstances for any loss of profit or interest, indirect or consequential loss arising from or in connection with the use of the GBA Southbound WMC Service.
- 11.3 除非本行或其职员或雇员的故意不当行为或重大过失外，对于因以下情况而对客户或第三者造成或引起的任何结果（只限于由此而引致的直接及可合理地预见的损失及损害（如有）的情形），本行概不负责：  
Except for intentional misconduct or gross negligence of the Bank or its staff or employees, the Bank is not liable to the Client or a third party for any result (limited to direct and reasonably foreseeable losses and damages (if any) arising therefrom) caused or incurred by the following circumstances:
- (a) 客户或任何其他人士（不论是否获得授权）使用南向理财通服务；  
The use of the GBA Southbound WMC Service by the Client or any other person (whether or not authorized);
  - (b) 传送指示或其他资料的过程中遇到任何干扰、中断、延误、损失、毁坏或其他故障或偏差；  
Any interruption, disruption, delay, loss, destruction or other failure or deviation in the transmission of instructions or other information;
  - (c) 传送指示或资料的任何电信公司、设备、器材、媒介或本行或本行的代理人或任何第三者将有关客户的指示或资料泄漏；  
Leakage of instructions or information relating to the Client by any telecommunications company, equipment, device, medium through which the instructions or information are transmitted or by the Bank or the Bank's agents or any third party;
  - (d) 本行因市场原因不能办理一项指示及以所述方式及时间办理一项指示；  
Inability of the Bank to process an Instruction and to process an Instruction in the manner and at the time stated due to market reasons;
  - (e) 任何适用规定的实施或改变，市场受到干扰或发生波动，任何政府、交易所、结算所或市场限制或暂停交易，任何有关银行、财务机构、经纪、交易所、结算所或政府发生破产或无力偿债或清算；及 / 或  
the imposition or change of any applicable regulations, market disruption or volatility, restriction or suspension of trading by any government, exchange, clearing house or market, bankruptcy or insolvency or liquidation of any relevant bank, financial institution, broker, exchange, clearing house or government; and / or
  - (f) 与南向理财通服务有关的任何机械故障、电力中断、操作故障、失灵、设备或装置的不足、不可抗力、政府行为、水灾、火灾、国内动乱、罢工、战争或本行不能控制的任何其他原因。  
any mechanical breakdown, power interruption, operational failure, malfunction, inadequacy of equipment or devices, force majeure, act of government, flood, fire, civil commotion, strike, war or any other cause beyond the Bank's control in connection with the GBA Southbound WMC Service.
- 11.4 除非本行或其职员或雇员的故意不当行为或重大过失外，客户将向：(i) 本行；(ii) 内地伙伴银行；(iii) 前述 (i) 及 (ii) 各自的代理人；及 (iv) 前述 (i)、(ii) 及 (iii) 各自的高级人员及雇员赔偿因提供南向理财通服务或行使或维护此等条款及细则赋予本行的权力及权利而可能导致的任何损失、损害、税项及合理费用及开支及一切法律行动及法律程序。本行有权扣缴，保留或扣除一定数额的客户资产并由本行保管或控制，或从客户在本行的任何账户扣缴、保留或扣除一定款额，以弥补在本条下客户欠付本行的债务。即使理财通投资专户终止，此项补偿仍继续维持有效。  
To the extent permitted by Applicable Requirements, the Client will indemnify and reimburse (i) the Bank; (ii) the Designated Onshore Bank; (iii) the respective agents of (i) and (ii); and (iv) the respective officers and employees of (i), (ii) and (iii) for all actions, proceedings and claims which may be brought by or against them, and for all losses, damages and reasonable costs and expenses and all legal actions and proceedings that may arise from the provision of the GBA Southbound WMC Service or the exercise or defence of the powers and rights conferred on the Bank by these Terms and Conditions. The Bank shall be entitled to withhold, retain or deduct a certain amount of the Client's assets in the custody or control of the Bank or to withhold, retain or deduct a certain amount from any of the Client's accounts with the Bank to cover the Client's indebtedness to the Bank under this clause. This indemnity shall remain in effect even if the GBA Southbound WMC Account is terminated.

## 12. 暂停及终止

### Suspension and termination

- 12.1 本行保留随时暂停或终止客户使用南向理财通服务而无需给予任何通知或理由的权利。  
The Bank may suspend or terminate the Client's use of the GBA Southbound WMC Service at any time without giving the Client notice or reason.

- 12.2 在不损害第 0 条的一般性原则下，若出现下列情况，本行有权暂停或终止客户使用南向理财通服务：  
Without limiting the generality of Clause 0, the Bank has the right to suspend or terminate the Client's use of the GBA Southbound WMC Service if:
- (a) 本行发现客户同时与超过一家银行和证券公司办理南向理财通服务，或同时於超过一家银行和证券公司拥有多于一个理财通投资专户（包含结算户口及投资户口）；  
the Bank finds out that the Client has acquired the GBA Southbound WMC services from more than one bank and one securities firm at the same time, or has more than one dedicated investment account maintained with more than one banks and one securities firms (including settlement account and investment account) at the same time;
  - (b) 本行认为客户违反或可能违反此等条款及细则或任何适用规定，包括但不限于第 10(g) 及 10(h) 条所述情况；  
the Bank is of the view that the Client is in breach or may be in breach of these Terms and Conditions or any Applicable Requirements, including but not limited to those situations stipulated in Clauses 10(g) and 10(h);
  - (c) 由于适用规定变更，本行提供南向理财通服务成为或将成为不合法或不切实可行；及  
the provision of the GBA Southbound WMC Service by the Bank becomes or will become illegal or impracticable due to the change in Applicable Requirements; and
  - (d) 本行有理由相信，如果本行不终止服务，可能会使本行或集团的另一成员违反任何适用规定或受到该等机关的起诉或谴责。  
the Bank has reason to believe that the Bank's failure to terminate the GBA Southbound WMC Services may render the Bank or another member of the Group in breach of any applicable regulations or subject to prosecution or censure by such Authorities.  
  
当理财通投资专户被终止时，本行有权以汇款方式将户口的剩余资金原路汇回至境内汇款专户。  
In the event that the Dedicated Southbound WMC Account is terminated, the Bank may remit the remaining funds in such account back to the Dedicated Onshore Remittance Account.
- 12.3 如果客户的境内汇款专户因任何原因被注销或关闭，则南向理财通服务自动终止。  
If the Client's Onshore Remittance Account is cancelled or closed for any reason, the GBA Southbound WMC Service shall be automatically terminated.
- 12.4 在客户的理财通投资专户被注销或关闭前，客户不得申请终止南向理财通服务；在南向理财通服务终止前，客户不得申请注销或关闭境内汇款专户。  
The Client shall not apply for termination of the GBA Southbound WMC Services until the Client's Dedicated Southbound WMC Account has been cancelled or closed. The Client shall not apply for cancellation or closure of the Dedicated Onshore Remittance Account until the GBA Southbound WMC Services have been terminated.
- 12.5 客户可通过本行可不时公布的有关途径并以该等方式终止其有关南向理财通服务的使用。为终止南向理财通服务，客户应确保理财通投资专户内没有任何投资产品和资金，并已经注销或关闭理财通投资专户。  
The Client may terminate its use of the GBA Southbound WMC Service through the relevant channels and in such manner as may be announced by the Bank from time to time. In order to terminate the GBA Southbound WMC Service, the Client should ensure that there are no investment products and funds in the Dedicated Southbound WMC Account and that the Dedicated Southbound WMC Account has already been cancelled or closed.
- 12.6 本行对客户因暂停或终止使用南向理财通服务所产生的任何损失不承担责任。  
The Bank is not responsible for any losses caused by the suspension or termination of the Client's use of the GBA Southbound WMC Service.
- 12.7 即使暂停或终止南向理财通服务后，客户仍有责任履行及解除其于暂停或终止前设立或应有的义务及责任。此等条款及细则中按其性质属持续的条款，于有关暂停或终止后将仍然有效，包括但不限于本行的免责声明、责任的限制以及客户向本行作出的赔偿。  
On the suspension or termination of the GBA Southbound WMC Service, the Client remains responsible for his/her obligations and liabilities accrued before such suspension or termination. The terms in these Terms and Conditions that by their nature are continuing shall survive such suspension or termination, including the Bank's disclaimers, limitations of liabilities and the Client's indemnity in the Bank's favour.
- 12.8 尽管南向理财通服务被暂停或终止，本行仍有权自行决定代客户履行在此之前客户进行的或本行代客户进行的交易或结算项下所产生的债务，而无需征得客户的任何形式的同意或者通知客户。此外，本行有权于暂停或终止服务时，自行酌情取消所有或任何未完成的指示。  
Notwithstanding the suspension or termination of the GBA Southbound WMC Services, the Bank shall have the right, at its sole discretion, to discharge on behalf of the Client any obligations incurred under transactions or settlements previously entered into by or on behalf of the Client without any form of consent from or notice to the Client. In addition, the Bank reserves the right to cancel all or any outstanding instructions at its sole discretion upon suspension or termination of the GBA Southbound WMC Service.

### 13. 修订 Amendments

本行有权不时修改、更改、修订及 / 或增补此等条款及细则。除此等条款及细则另有规定外，此等条款及细则的任何修订及 / 或增补任何此等条款及细则下指定的项目及其他资料，一经本行通知（如属于本行决定的收费及费用调整（费用提高的除外）或涉及客户责任或义务的，需提前 60 天发出通知；其他变更，则由本行确定合理的期间提前发出通知）即生效，对客户有约束力。该等通知可以通过展示、广告或其他本行认为恰当的形式发出。且客户在生效日后继续保存或使用南向理财通服务的情况下，有关修订即对客户具约束力。  
The Bank shall be entitled to revise, alter, amend and/or add to these Terms and Conditions from time to time. Save for otherwise provided under these Terms and Conditions, any revision, alteration, amendment and/or addition thereto shall become effective and be binding on the Client after notification of the Bank (in the case of adjustments to the fees and charges determined by the Bank (other than the increasing of charges) or relating to the Client's responsibilities and obligations, a 60-day prior written notice

shall be given; in the case of other changes, a reasonable prior written notice as determined by the Bank shall be given). Such written notices may be given by display, advertisement and any other means as the Bank considers appropriate. Such amendments are binding on the Client if the Client continues to maintain or use the GBA Southbound WMC Service after their effective date.

## 14. 通讯

### Communication

14.1 本行有权根据此等条款及细则不时订明所发出的通知的形式和各类通知的通讯模式。

The Bank shall be entitled to prescribe from time to time the form of notice and the mode of communication in respect of each type of notice to be given pursuant to these Terms and Conditions.

14.2 在以下各种情况下，客户会被视作已收到所有亲身交付、邮寄、短讯、传真、电传或电邮之通讯：以专人送递、邮递、图文传真、专用电报或电邮发出的通讯，如由专人送递，在送递或留放于在本行最后登记的地址后，即视为已送达客户。如采用邮递方式，对于地址位于客户账户所在地的信件，于寄出 48 小时后即视为已送达客户；对于地址并非位于客户账户所在地的信件，于寄出七天后即视为已送达。如采用图文传真、电报或电邮，则于按照在本行最后登记的图文传真或电报或电邮的地址发出通讯的当日即视为已传达客户。所有送交客户或其授权代表的通讯，运送途中的风险一律由客户承担。

All communications delivered personally, by post, text message, facsimile transmission, telex or e-mail shall be deemed to have been received by the Client, if by personal delivery, at the time of personal delivery or leaving it at the address last notified in writing by the Client to the Bank, or if sent by post, (48) hours after posting if the Client's address is in Hong Kong and seven (7) days after posting if the address is outside Hong Kong or if by text message, facsimile transmission, telex or e-mail, immediately after transmitting to the mobile phone / device number or facsimile or telex number or e-mail address last notified in writing by the Client to the Bank. Communications sent by the Client to the Bank shall be treated as delivered to the Bank on the date of actual receipt.

14.3 除非本行另行规定其他通知方式或通讯模式，否则客户发给本行的一切通讯，须以书面形式作出，并送至开立本行为客户开立的其他账户的分行柜台，并于本行实际收到通讯之时方可被视为已送达本行。

All communications from the Client to the Bank shall be in writing and delivered to the counter of the branch at which the Bank's other accounts with the Client are opened and shall not be deemed to have been delivered to the Bank until such time as the Bank actually receives the communication, unless the Bank specifies other means or modes of communication.

## 15. 可分割性

### Severability

此等条款及细则的各项条款均是独立的并独立解释。即使任何条款因任何司法管辖区的法律规定而成为非法、无效或不能强制执行，其余条款的合法性、有效性或可强制执行性均不受任何影响。

If at any time any of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under the applicable laws of any jurisdiction, such illegality, invalidity or unenforceability shall not affect the validity of any other terms and conditions.

## 16. 豁免

### Waiver

本行的任何行动、延迟或遗漏均不得影响此等条款及细则下其权利、权力及补救措施或影响其进一步行使或以其他方式行使任何该等权利、权力及补救措施。此等条款及细则下本行的权利及补救措施属累积性权利并不排除法律规定的权利及补救措施。

No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies of the Bank under these Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.

## 17. 转让

### Assignment

17.1 在未得到本行事先作出的书面同意前，客户不应转让任何由此等条款及细则所订立的权益或权利。

The Client shall not, without the prior written consent of the Bank, assign any interest or right created by these Terms and Conditions.

17.2 本行可随时转让任何由此等条款及细则所订立的权益或权利，而无须事先得到客户同意。

The Bank may at any time assign any interest or right herein created without the Client's consent.

## 18. 管辖法律、司法管辖权及有效文本

### Governing Law, Jurisdiction and Version

18.1 此等条款及细则受香港法律管辖并按照香港法律解释。

These Terms and Conditions are governed by and shall be construed in accordance with the laws of Hong Kong.

18.2 各订约方接受香港法院的非专属司法管辖。本行可于客户拥有资产的任何其他司法管辖区法院采取强制执行行动及展开诉讼。在法律允许的情况下，本行可同时于任何数目的司法管辖区展开诉讼。客户仅可于香港法院提出诉讼。

Each party submits to the non-exclusive jurisdiction of the courts of Hong Kong. The Bank may take enforcement action and commence proceedings in the courts of any other jurisdiction in which the Client has assets. Where permitted by law, the Bank may commence proceedings in any number of jurisdictions simultaneously. Proceedings may only be brought by the Client in the courts of Hong Kong.

18.3 就此等条款及细则而言，如中、英文版本有任何分歧之处，概以英文版本为准。

In the event of any inconsistency between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.