

SME Business Phone Banking Services

中小企业电话银行服务

Application/Maintenance Form 申请/变更表

To: **Standard Chartered Bank (China) Limited (the "Bank")**

Date: _____

Customer Information 客户信息

Please provide each of the following company information. 请提供以下公司信息:

Company Name 公司名称	:	_____ (the "Customer 客户")
Email address 邮箱地址	:	_____ (Your PBID will be emailed to this address 您的电话银行账户号码会发至此电子邮箱)

Application and Re-Registration -Details of Authorized Business Phone Banking User 申请和变更- 指定电话银行用户详细信息

Please provide the name of Authorized Business Phone Banking User 请提供指定电话银行用户姓名

Name 姓名 : _____

ID No. 身份证号码: _____

Existing PBID 现有电话银行帐号: _____
(For Re-issue of Pin Use / 用于重置密码使用)

Accounts to be accessed 可使用的银行账号
(fill up at least 1 account number 至少填写一个银行账号)

1. _____
2. _____
3. _____
4. _____
5. _____

Note 备注:

1. Transfer is only available between own RMB saving accounts under one relationship number. 转账功能只允许在客户本身名下的人民币储蓄账户之间。
2. The Bank may at any time refuse to effect any transfer on any reasonable ground or impose a daily aggregate transfer limit without any liability to the Customer's. 本行可以在任意时间内在任何合理情况下拒绝执行转账或者在未经客户允许的情况下控制日转账额度。
The Bank shall not be obliged to ascertain the accuracy of the account numbers mentioned above nor to ensure that any such account number corresponds with the account name set out beside such account number. 本行将没有义务确保上述账号的准确性或账户名称包括上述账号的一致性。

Signature 签字 : _____

Termination of Authorized Business Phone Banking User 终止指定电话银行用户

Please provide the name of Authorized Business Phone Banking User 请提供指定电话银行用户姓名

1. Name 姓名: _____

Existing PBID No 现有电话银行帐号: _____

All accounts under the customer's Phone Banking ID to be deleted. 删去所有在电话银行下的账户

Declarations 声明

As the applicant for the Service hereunder, the Customer: 申请以下服务的客户, 应:

1. Confirms that the information provided above is complete and accurate. 确认上述所提供的信息完整、准确。
2. Agreed to authorize the main contact person to receive the phone banking ID and password 同意授权主要联系人接收电话银行帐号和密码。
3. Instructs the bank to email the Customer the Business Phone Banking ID(s) and mail the Customer the Telephone Identification Number(s) by post 指示本行以电子邮件方式向客户本人寄送电话银行号码帐号并以邮寄方式向客户寄送电话密码。
4. Agrees that the sole risk of the mailer(s) containing the Business Phone Banking User Number(s) or Telephone Identification Numbers(s) not being received by the Customer and/or being opened by and/or revealed to unauthorized person(s) lies with the Customer and the Customer will not hold the Bank's responsible or liable therefor 同意由客户本人承担无法收到含有电话银行号码和/或电话密码的邮件及/或未获授权者打开和/看到该邮件的风险, 并且不会就此要求本行负责或赔偿。
5. Agrees that the Customer's use of the Bank's Business Phone Banking Services will be subject to the Terms and Conditions respectively governing the Business Phone Banking Services as printed overleaf and as they may from time to time be supplemented, amended or varied by the bank 同意客户本人对本行的电话银行业务的使用受特定条款和条件约束, 该条款和条件印于本页背面, 且可能不定期进行补充、修正和更改。
6. Has read and understand the said Terms and Conditions and agreed to be bound by them. The Bank shall be entitled to act on the instructions given herein until such instructions are amended by and in accordance with a prescribed amendment form completed and signed by the Authorized Signatories below and received by the Bank 已经阅读并理解上述提到的条款和条件, 且同意接受该等条款和条件约束。本行有权按照此服务中给出的指令行动, 直至此类指令在本行收到以下授权签署人填写完整并签字确认的修订表格后进行修改。

Authorized Signatories 授权人签章

For Bank Use Only 银行专用

<p>X _____ Authorized Signature and/Or Company Stamp (In accordance with the Mandate) 授权人签字及或盖章</p> <p>Date 日期 _____</p>	<p>Witnessed by RM :</p> <hr/> <p>RM PWID / Date :</p> <hr/> <p>Signature verification by Operations:</p>
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For Bank Use Only 银行使用

*Please paste Sequence Barcode
Only applicable for existing customer
that apply IVR*

**Business Phone Banking Services
Terms and Conditions**

电话银行服务条款和条件

In consideration of Standard Chartered Bank (China) Limited (the "Bank") from time to time acting on instructions given by telephone for any purpose including without limitation transacting or making enquiries about certain banking business (the Business Phone Banking Services) (the "Service") notified as being available thereunder by the Bank from time to time, the customer(s) whose name(s) is/are stated on the Business Phone Banking Services Application Form (the "Customer") agree(s) as follows: 鉴于渣打银行(中国)有限公司(简称"银行")不时地按客户的电话指示提供各种服务,包括但不限于交易或就本行不时通知开通的理财业务进行咨询(电话银行服务)(简称"服务"),本中小企业电话理财服务申请表上列出的客户(简称"客户")同意以下内容:

- Notwithstanding the terms of any present or future mandate or other agreement between the Bank and the Customer, the Bank is authorised (but not obligated) to act on any telephone instruction which the Bank in good faith believes to be given by or on behalf of the Customer in accordance with the procedures notified by the Bank ("Instructions") from time to time. All instructions shall be irrevocable and unconditional and may be acted upon by the Bank irrespective of any other circumstances or any contrary mandate or notification. Where use of the Service has been in compliance with such procedures such use shall be deemed to have been duly authorised by and shall be binding on the Customer. 尽管现在或将来本行和客户之间在各种授权书或其他形式的协议,本行获授权(但无义务)按照任何本行善意相信由客户给出的或遵循本行不定期告知的步骤("指令")代表客户方发出的电话指令行动。所有指令都不可撤销且无条件的,且本行可以无需考虑任何其他情况或任何相反的委托书或通知而按照该指令行动。在遵循该流程使用本服务的情况下,该使用应被视为已获充分授权,并且对客户具有约束力
- The Bank shall not be under any obligation to verify the identity or authority of any person giving Instructions purportedly in the Customer's name and the Bank shall not be liable for acting in good faith on Instructions which are given by any person(s) whom the Bank genuinely believed to be the Customer or to have authority to give Instructions on the Customer's behalf, regardless of the circumstances prevailing at the time of such Instructions, the nature of the agreement, banking arrangement or transaction made pursuant to such Instructions or the amount of money involved and notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity or authorisation in the terms of such Instructions. 本行没有义务验证据称以客户名义给出指令的个人的身份和权限,并且本行对按照该等指令执行的行为不承担任何责任,当该等指令有理由使本行真诚相信其为客户或代表客户的具有权限的个人所发出,不论该指令给出之时的环境、该协议的性质、理财安排或根据该指令进行的交易或涉及的金額,即使有任何错误、误解、欺诈、伪造或该等指示不明确或缺乏权限
- The Customer undertakes to keep and procure to keep the Telephone Identification Number and, as the case may be, Business Phone Banking User Number assigned to the Customer by the Bank (or in each case, any other number substituted by the Customer for that purpose) (respectively "TIN" and "Phone Banking Identification"), strictly confidential at all times and not to disclose any such Number to any person other than, as the case may be, the person(s) authorised to access the service in the Customer's application for the service, and shall report to the Bank immediately if the Customer becomes aware or suspects that the Phone Banking Identification or TIN has become known to any unauthorised person. The Customer shall bear all consequences arising out of his failure to comply with its obligations under this clause. In particular the Customer agrees that the Bank is authorised to act on any Instructions which the Bank in good faith believes emanate from the Customer by the use of correct TIN or Phone Banking Identification. In no circumstances shall the Bank be liable to the Customer for acting in good faith upon Instructions which turn out to have emanated from fraudulent or unauthorised persons and the Bank shall not be under any duty to verify the identity of the persons giving instructions purportedly in the name of the Customer. 客户承诺保存并设法保存电话银行密码,并且视具体情况而定,对由银行分配给客户的电话银行用户帐号(或在任何情况下,客户出于此目的而替换的任何其它号码)(分别是"电话银行密码"和"电话银行帐号")始终严格保密,如有授权的情况下,除获得授权使用客户所申请的本服务项下服务的个人之外,不得向任何其他个人披露该等号码。一旦客户得知或怀疑"电话银行帐号"或"电话银行密码"已被任何未获授权的个人知悉,应即刻向本行报告。客户应对其未能遵循本条款下的义务所造成的后果承担一切责任。尤其是客户同意授权本行按照任何本行善意相信由客户通过使用正确的"电话银行密码"或"电话银行帐号"而发出的指令行动。在任何情况下,本行都无需就本行按照实质出自欺诈或未获授权个人的指令而进行的善意行为向客户负责,也没有义务对据称以客户名义给出指令的个人进行身份核实。
- Any information given by the Bank under the Service is for reference only. The Bank shall not be liable or responsible for the sufficiency or accuracy of the information so given and the Bank reserves the right to update and vary such information from time to time and at any time 本行在本服务下给出的任何信息仅作参考之用。本行对该给出的信息的充足性或精确性概不负责,并且本行保留不定期和随时更新和更改该信息的权利。
- The Bank makes no representations or warranties of any kind, including but not limited to any warranties of fitness for a particular purpose or merchantability, nor are any such warranties to be implied with respect to the information or services furnished under the Service. Unless the Bank fails to act in good faith, the Bank shall not under any circumstances be liable or responsible in contract, tort or other wise for any direct, indirect or consequential loss or damage (whether foreseeable or not) of whatever nature or extent arising out of or in connection with any act, omission, error or negligence of the Bank including, but not limited to, (i) the Bank acting upon any fraudulent and/or unauthorised Instructions; (ii) any failure, delay or default on the part of the Bank in performing any of its obligations hereunder due wholly or in part to matters outside the Bank's control including (without limitation) delays, malfunction, interruptions, failures or lack of security in any communication line, telephone or the Bank's computer system providing the Service; (iii) the non availability of the Facilities (as defined by clause 9.1) for inward transmission for any reason; (iv) the Customer's breach of any of its obligations hereunder; or (v) any negligent act or omission or willful default on the part of the Customer, an Authorised User (as defined in clause 9.1) or any other officer, employee and/or agent of the Customer. The Bank shall in no event be liable for consequential losses arising out of or in connection with the Bank acting on any instructions 本行不作任何声明或任何形式的担保,包括但不限于对特定用途或适销性的保证,并且本服务下提供的信息或服务亦不隐含任何该等保证。除非本行未能善意行动,本行在任何情况下对任何性质或程度的出自或与本行的任何行为、遗漏、错误或缺乏相关的合同、侵权或其他任何直接的、间接的或间接损失或损害(无论可预见或不可预见)概不负责,本行的任何行为、遗漏、错误或缺乏包括但不限于(i)本行按照任何欺诈性的和/或未获授权的指令行动;(ii)任何完全或部分出于银行控制之外的原因导致本行不能执行、延迟执行或不履行以下服务包括(但不限于)提供本服务的通讯线路、电话或本行的电脑系统出现延误、故障、中断、失败或不安全因素;(iii)因任何原因出现设施(第

9.1款所规定的)不能接受进项传输;(iv)客户违反本服务下的任何义务;或(v)客户、授权用户(第9.1款所规定的)或其他官员,客户的雇员和/或代理的任何的疏忽行为或不作为或故意违约行为。本行在任何情况下对出自或与本行按照任何指令所作的行为相关的间接损失概不负责。

- The Customer shall be responsible for all consequence of any Instructions and shall keep the Bank indemnified at all times against all claims, demands, actions, proceedings, damages, losses, costs and expenses (including those incurred in connection with third party agents employed by the Bank to recover any amounts owing hereunder) which may be brought against or incurred by the Bank and which arise directly or indirectly out of or in connection with the Bank accepting Instructions and acting or failing to act thereon unless due to the wilful default of the Bank and this indemnity shall continue notwithstanding any termination of the account of or of the Service to the Customer 除非本行存在故意违约,否则客户应对任何指令的所有后果负责,并赔偿本行因本行接受以上指令并相应执行或未执行而引起的任何直接或间接的索赔、要求、行为、诉讼、损害、损失、成本和费用(包括由本行雇佣第三方机构因该上述原因所产生的相关款项),即使客户的账户终止或终止向客户提供服务,该赔偿仍应继续产生效力。
 - The Bank may (but shall not be obliged to) record and the Customer hereby consents to the Bank recording Instructions by writing and/or tape recording and/or any other method and such record of any Instruction shall be conclusive and binding on the Customer 本行有权(但没有义务)记录而且客户特此同意本行以书面形式和/或磁带录音和/或任何其他方式记录指令,而且该等指令记录为最终记录的并对客户具有约束力。
 - The Customer shall ensure that there are sufficient funds or pre-arranged credit facilities in the Customer's account(s) for the purpose of implementing any Instructions and the Bank shall not be liable for any consequence, arising out of the Bank's failure or delay in implementing such Instructions owing to insufficient funds and/or credit facilities; provided that if the Bank shall at its absolute discretion decide to implement the Instructions notwithstanding such insufficiency the Bank may do so without seeking prior approval from or notice to the Customer and the customer shall be responsible for the resulting overdraft, advance or credit thereby created 客户应确保客户账户中有足够的资金或预先安排的信用额度以执行任何指令并且本行对任何因资金和/或信用额度不足导致本行执行该等指令失败或延迟所引起的任何后果概不负责;但如果本行基于其绝对酌情决定执行该等指令(即使存在上述不足),本行亦无需寻求客户的事先许可或给予客户事先通知,并且客户应对因此造成的透支、垫款或信贷负责。
- 9.1 In this part of these terms and conditions, unless the context otherwise requires:在本部分条款中,文中另有规定的除外:
- "Authorised User(s)" means the person(s) authorized by the Customer to operate the Service in the application form or such other person(s) as notified by the Customer to, and in such manner as may be required by, the Bank in writing from time to time "授权用户"指客户在申请表中填写的由其授权而操作本服务任何人或客户通过不时书面以及银行要求的方式通知银行的有权使用本服务的任何人;
- "Facilities" means the communication line, modem connection or other facilities or equipment provided and used by Authorised Users and Customer for the receipt of Reports; and "设施"指授权用户和客户为接收报告所提供并使用的通信线路、调制解调器连接或其他设施或设备;而且
- "Report" means a report provided by Bank at the Authorised User's request under the Service "报告"指本行根据授权用户在本服务项下要求所提供的报告。Reports shall be despatched by the Bank to the Customer by fax (via communication line or modem connection) only, and not by any other means, and shall be deemed to have been received by the Customer when so despatched to the fax number specified in the Instructions. Bank shall not be obligated to ensure, verify or obtain confirmation of the receipt of Reports by the Customer or any other person or make enquiries as to whether the fax number so specified belongs to the Customer 报告应由本行仅通过传真(通过通信线路或调制解调器连接)而非任何其他方式发送,并且当发送至指令中所写的传真号码时即被视为已被客户接收。本行没有义务确保、核实或确认报告已由客户或任何其他他人所接收或询问该等传真号码是否属于客户。
- Information contained in Reports shall relate only to account(s) in relation to which the Authorized User giving the Instructions is designated in the application form as having a right to access 报告所包含的信息只涉及给出指令的授权用户在申请表中指定的具有访问权的账户。
 - Without prejudice to clause 4, each Report contains information as at and up to the time of issue of the Report only 在不妨害第4条的情况下,每份报告仅包含截止至报告发表之前和之时的信息。
 - The Customer will be responsible for acquiring, installing and maintaining the Facilities and ensuring that they are in operation and available in good order for inward transmissions for despatch of Reports to be the Bank. The Bank will use reasonable endeavours to transmit Reports to the fax number specified in the Instructions requesting the Reports but subject always to the availability in good working order of the Facilities for inward transmission, and the Bank may at any time refrain from transmitting Reports until the Facilities are so available 客户应负责设施的取得、安装和维护,并确保设施运作良好并能进行进项传输,从而能够接受本行发出的报告。本行应尽合理的努力将报告传输至索取报告的指令所规定的传真号码,除非设施未能进行良好的进项传输,因上述原因,本行可不发送报告直至设施可以良好运作。
 - The Customer will be solely responsible for the security of the Facilities and the safety and confidentiality of Reports once transmitted by the Bank in accordance with clause 9.2. Bank shall not be held liable or responsible in any manner for, and the Customer shall (without prejudice to the generality of clause 6) indemnify the Bank against any loss arising from, any unauthorized dissemination, copying, use or disclosure of any Report or part thereof or of any information therein contained once the Report is transmitted as aforesaid 一旦本行按照第9.2款发送报告完毕,客户应对设施的安全及报告的安全和保密性全权负责。由任何未经授权的对本行报告或其部分的或任何按上述方式传输的报告所包含的信息进行传播、复制、使用或披露而导致的任何损失,本行对此概不负责,并且客户应(在不妨害第6款的情况下)赔偿本行因上述行为引起的任何损失。

- 9.7 In accordance with clause 9.2, Reports may be received at any fax number specified in the Instructions outside the Customer's normal business hours. The Bank shall not be obliged to verify or confirm, before despatch of any Report, the immediate availability of the Customer or any other person to receive the Report. 根据第 9.2 条, 报告可在客户正常营业时间之外由任何指令中规定的传真号码接收。本行没有义务在任何报告发送之前核实或确认客户或任何其他人士是否可以立刻接收该报告。
10. The Customer's facility to give Instructions under these terms and conditions shall be subject to the Bank's absolute discretion and the Bank may at any time revoke such facility without prior notice. The Bank reserves the right to add to, vary, suspend or delete any of the services available under the Service at any time by notice to the Customer. The Customer hereby agrees to be bound by these terms and conditions as revised from time to time. The Bank will make available to the Customer a copy of the prevailing version of these terms and conditions upon request. 客户用于在本条款和条件下给出指令的设施应受制于本行的绝对酌情权, 并且本行无需事先通知便可在任意时间撤销该等设施。本行保留在任何时间以通知客户的方式追加、改变、搁置或取消任何在本服务下的服务的权利。客户特此同意本条款和条件的约束, 且该条款可能不定期进行修订。本行将按客户要求为客户提供本条款和条件现行版本的副本。
11. The Customer shall pay to the Bank all fees and charges which the Bank may impose from time to time in connection with the Service in the manner stipulated by the Bank and in this connection irrevocably authorizes the Bank to debit any of its accounts with the Bank for such amounts. 客户应根据本行的规定, 支付本行不定期征收的与本服务相关的所有费用和收费, 并由此不可撤销地授权本行自客户在本行的任何账户中扣除该等金额。
- 12.1 The Customer, if an individual, sole proprietorship or partnership, agrees that all personal data relating to the Customer collected by the Bank from time to time may be used and disclosed for such purposes and to such persons (whether in or outside mainland of China) as may be in accordance with the Bank's policies on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available by the Bank to its customers from time to time and such data may be (i) used for verification purpose and (ii) disclosed (by way of bank references or otherwise) to any financial institution with which the Customer has or proposes to have dealings to enable such financial institution to conduct credit checks on the Customer. 客户, 如果是个人、独资或合伙, 同意本行按照本行载于账单、通告、条款和条件或由本行不定期向客户发送的通知之上的关于使用和披露个人资料的政策而将不定期收集的关于客户的个人资料用于特定用途或披露给特定人士(无论在中国大陆境内或境外), 并且该等数据可能被 (i) 用于确认之目的, 以及 (ii) 披露给(通过银行信用调查或其他方式)任何和客户存在或拟进行交易的金融机构以使该等金融机构能够对客户进行信用检查。
- 12.2 The Customer, if a company, authorizes the Bank to disclose any information regarding the Customer and its account relationship with the Bank to all or any of (i) any financial institution with which the Customer has or proposes to have dealings; (ii) any actual or proposed participant or sub-participant in, or assignee, novatee or transferee of any of the Bank's rights in relation to the Customer's Settlement Account; (iii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, credit reference or checking, debt collection or other services or facilities to the Bank in connection with the operation of its business; and (iv) any other person under a duty of confidentiality to the Bank, including a group company of the Standard Chartered Bank. Any termination of the Service or any account by the Customer or the Bank shall not affect or terminate the Customer's authorization to disclose information given above in relation to information in the possession of the Bank at termination. 客户, 如果是公司, 授权本行将关于客户及与本行的账户关系的任何信息披露给所有或任何的(i) 任何和客户存在或拟进行交易的金融机构; (ii) 任何本行关于客户结算账户方面的权利的实质的或拟定的参与者或代理参与者、受托人、替代人或受让人; (iii) 任何向本行提供与本行业务运作相关的行政、通讯、电脑、支付、证券结算、信用调查或检查、收债或其他服务或设施的代理、承包商或第三方服务提供商; 以及 (iv) 任何对本行具有保密义务的其他个人, 包括渣打银行集团的公司。任何客户或银行对本服务或任何账户的终止不得影响或终止客户已授权披露的上述在终止时银行所拥有的有关信息权利。
13. If there is more than one Customer or the Customer is a partnership then under these terms and conditions (i) the liabilities and obligations of each of them shall be joint and several, (ii) references to the Customer shall be construed, as the context requires, to any or each of them, (iii) each of them shall be bound even though any other of them or any person intended to be bound hereby is not, and (iv) the Bank shall be entitled to deal separately with any of them on any matter, including the discharge of any liability to any extent, without affecting the liability of any other of them. Where Customer is a partnership, these terms and conditions shall continue to bind the partnership notwithstanding any change in the constitution, name or membership of the partnership by reason of death, bankruptcy, retirement, disability, or admission of new partners or the occurrence of any other event which may dissolve the partnership or otherwise affect its obligations under these terms and conditions. Words importing the singular herein include the plural and vice versa and words importing a gender shall include every gender. 若存在多个客户或客户是合伙公司, 则在本条款和条件下 (i) 其每个人的责任和义务应该是连带的, (ii) 所称客户应被解释为, 如上下文要求, 客户中的任何或每一个人, (iii) 其每个人应受约束, 即使其任何其他或任何本应当受到约束的个人不是受本条款和条件所约束, 以及 (iv) 本行有权在任何事件上对其任何个人进行分别处理, 包括按任何程度解除任何责任而不影响其任何其他个人的责任。在客户是合伙公司的情况下, 本条款和条件继续对合伙公司具有约束力, 即使合伙公司因人员死亡、破产、退休、残疾或引入新合伙人或发生任何其他可能导致合伙公司解体或以其他方式影响其他本条款和条件下的义务的事件而在合伙公司的组织、名称或成员身份方面发生任何变动。
14. These terms and conditions are in addition to and not in substitution for, any other agreements, mandates, terms or conditions relating to Customer's account(s) with the Bank. If there is any conflict between such other agreements, mandates, or terms and conditions, as the case may be, and these terms and conditions, these terms and conditions shall prevail in respect of the Service used. 本条款和条件是对客户在本行账户所相关的任何其他协议、委托书、条款或条件的补充而不是替代。如果该等任何其他协议、委托书、条款和条件之间有冲突, 本条款和条件在使用的本服务下优先。
15. Any provision of these terms and conditions which is invalid for any reason shall be ineffective only to the extent of such invalidity and shall not affect the validity of the remaining terms and conditions hereof. Nothing herein shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of P.R. China. 任何本条款和条件下的规定因任何原因归于无效, 则应仅视作该等规定无效, 而不应影响其他条款的有效性。本条款不得排除或限制责任而且该等责任的排除或限制为中华人民共和国法律项下所禁止。
16. These terms and conditions shall be governed by and construed in accordance with the laws of P.R. China and the Customer hereby irrevocably submits to the non-exclusive jurisdiction of the P.R. China's courts. 本条款和条件应受中华人民共和国法律管辖, 并依中华人民共和国解释。客户特此不可撤销地接受中华人民共和国法院非排他性管辖。
17. Any change, modification or cancellation of (i) the specimen signature, withdrawal conditions or other particulars relating to my/our account and the application of the Customer's account; and/or (ii) the Customer's address, telephone number, employer/company and/or office address, including any information required by the Bank shall be made in writing and sent to the office of the Bank with which the Customer account is opened. Such changes shall become effective only if the Bank has recorded such change for reference. 任何对 (i) 与客户的账户及其应用相关的样本签名、提取条件或其它细节; 和/或 (ii) 客户的地址、电话号码、雇主/公司和/或办公地址包括本行要求的任何信息的改变、修正或取消应以书面形式寄送至客户的账户的开户银行的办公地址。只有当该等变动被本行记录并用于参考时方生效。
18. No waiver by the Bank of any provision of or right, remedy or power of the Bank under these Terms and Conditions shall be effective unless it is made in writing signed by the Bank and such waiver shall be effective only in the specific instance and for the specific purpose for which it was given. No failure or delay by the Bank to exercise any right, remedy or power under these Terms and Conditions shall constitute a waiver of the Bank's right to demand compliance with these Terms and Conditions. 本行在本行在本条款和条件下的规定、权利、补救办法、或职权的任何放弃不发生效力, 除非该等放弃由本行以书面形式签署且该等放弃仅在特定事例中及为其特定用途发生效力。任何本行在本条款和条件下的权利、补救办法或职权的实施失败或延期实施不得视为本行对要求遵循本条款和条件之权利的放弃。
19. The Bank may from time to time cancel, change, alter and/or amend the provisions of these Terms and Conditions, and instructions set out in any other related document. It is hereby expressly provided that the terms, conditions and instructions set out in any other related document (as varied or revised from time to time) shall be incorporated into these Terms and Conditions and the Customer agrees to accept and abide by such terms, conditions and instructions from time to time in force. The Bank shall make available to the Customer a copy of the prevailing version of these Terms and Conditions upon the Customer's request. The revisions of these Terms and Conditions shall be deemed to have been given to the Customer immediately after such revisions shall have been available at the branches of the Bank and/or notified in such other manner as the Bank shall in its absolute discretion deem appropriate. 本行可以不定期地取消、变动、更改或修正本条款和条件中的规定以及任何其他相关文件中列出的指示。特此专门规定任何其他相关文件中列出的条款、条件和指示(不定期更改或修订)应纳入本条款和条件, 并且客户同意并接受该等不定期发生效力的条款、条件和指示。本行应按客户要求为客户提供本条款和条件现行版本的副本。本条款和条件的修改在该等修改已可在本行支行领取和/或以本行自行决定以其认为合适的任何其他方式通知后即被视为传达至客户。
20. The Customer agrees to comply with laws and regulations of the Bank of P.R. China and other competent authorities, and banking customs related to fixed deposit, savings and current accounts and exchange control as practiced by the Bank so long as they do not violate or contradict such laws and regulations. 客户同意遵循中华人民共和国银行和其他主管机构的法律法规, 以及本行所施行的与定期存款、储蓄和往来账户和外汇管制相关的银行业惯例, 只要该等惯例不违反或违背该等法律法规。
21. If any provision of these Terms and Conditions becomes invalid, void or unenforceable in accordance with the governing law, the invalidity, voidance or unenforceability of that provision shall not adversely affect the validity of the remaining provisions of these Terms and Conditions. Nothing contained in these Terms and Conditions shall be implied as a waiver or limitation of any liability, except as permitted by the laws of P.R. China. 如果本条款和条件的任何规定失效或根据所管辖的法律无法执行, 该等规定的失效或无法执行不应影响本条款和条件其他规定的有效性。除中华人民共和国法律许可之外, 本条款和条件不包含任何规定可视为对所有责任的放弃或限制。

-End 完毕-