

Terms and Conditions for Beneficiary Payment Advice Service

收款人通知服务的条款和条件

1. Definition and Interpretation

定义和解释

Unless otherwise defined under these Terms and Conditions or unless the context otherwise requires, capitalised words and expressions shall have the same meaning as those used in the File Transfer Service Agreement and/or UOB Business Internet Banking Service Agreement (as may be the case).

除在本条款和条件另有定义，或除有其他规定情况，相关词语和表述应与《文件传输服务协议》及/或《大华银行企业网上银行服务协议》中使用的术语和表述一致。

“Beneficiary” means the person referred to as such by the Customer in their payment instruction.

“收款人”指客户在付款指令中指定的人。

“Customer” refers to the person availing of the Payment Advice Service.

“客户”指付款通知服务的使用者。

“Payment Advice” refers to the information indicated by the Customer, whether electronically or otherwise, to be forwarded to the Beneficiary.

“付款通知”指客户通过电子方式或其他方式，发送给收款人的付款信息。

“Payment Advice Service” refers to the Bank’s service of forwarding Payment Advice to the Beneficiary through electronic mail (“e-mail”).

“付款通知服务”指银行通过电子邮件向收款人发送付款通知的银行服务。

2. Customer Authorisation

客户授权

By completing and uploading the Beneficiary Payment Advice part of payment instruction from time to time:-

客户不时通过完成付款指令中收款人通知部分内容的填写以及上传，即代表：

(a) The Customer requests and authorises the Bank to send the Payment Advice by e- mail through the e-mail gateway of the Bank to the Beneficiary at the e- mail address provided by the Customer in the Payment Advice;

客户要求并授权银行按照客户付款通知中提供的收款人邮件地址，通过银行电子邮件网关，以电子邮件形式发送付款通知；

(b) The Customer expressly consents to the Bank disclosing all the information in the Payment Advice to the recipient of the Payment Advice;

客户明确同意银行在付款通知中向收款人披露所有信息；

(c) The Customer expressly consents to the Bank disclosing the information in the Payment Advice pursuant to lawful requests or in compliance with applicable laws or when the Bank believes it is necessary to comply with the law, to protect its interests or property, to prevent fraud or other illegal activity perpetrated through the Payment Advice;

客户明确同意银行依据合法要求，或遵照适用法律，或在银行认为有必要遵照法律以保护其利益或财产时，在付款通知中披露信息以防欺诈或其他非法活动。

(d) The Customer authorises the Bank to make such copies of and/or use the Payment Advice as it deems necessary in connection with the provision of the Payment Advice Service and for the protection of the interest of the Bank.

客户授权银行在银行有必要提供付款通知服务和维护银行利益时，使用此类副本和/或进行付款通知。

3. Customer' Responsibilities

客户责任

3.1 The Customer acknowledges and accepts the following:-

3.1客户知晓且同意以下内容:

(a) communications by e-mail cannot be guaranteed to be secure or error-free as there is a risk that information contained in an e-mail and any attachment thereto, including potentially confidential information, may be intercepted, corrupted, lost, destroyed or delayed in transmission;

电子邮件通信，因电子邮件和任一附件中所含信息，包括潜在机密信息，可能在传输过程中出现拦截，损坏，丢失，损毁或延时的情况，不能确保完全安全或毫无误差；

(b) the Bank does not warrant that any e-mail or any attachment thereto which it sends out will be free of viruses, worms or other harmful components;

银行不保证发出的任何邮件或任一附件不含病毒，网络蠕虫或其他有害内容；

(c) the Customer shall at all times remain responsible for the content of the Payment Advice;

客户始终对付款通知的内容负责；

(d) the Bank may, but is not obliged to, review the Payment Advice and may decide in its absolute discretion not to forward the Payment Advice to the Beneficiary;

银行可以但无义务审查付款通知，并且可以酌情不予以向收款人转发付款通知；

(e) the production by the Bank of the Payment Advice in the form sent out by it shall constitute conclusive proof of the forwarding of the Payment Advice Service irrespective of whether the Payment Advice was received;

银行按其格式发送付款通知，无论收款人的付款通知收到与否，可视为发送付款通知服务的最终的决定性证据；

(f) the Bank is neither required to verify whether the Payment Advice has been received nor required to inform the Customer in the event of an unsuccessful transmission of the Payment Advice.

银行既不需要核实付款通知是否被收到，一旦发生不成功的付款通知交易也无需通知客户。

3.2 The Customer undertakes and warrants as follows:-

3.2客户承诺且保证以下内容：

(a) the Customer shall not include in the Payment Advice any information which is knowingly false and/or defamatory, inaccurate or any information that would constitute, encourage or provide instructions for a criminal offence, violate the rights of any party, or that would otherwise create liability or violate any applicable laws and regulations;

客户不应在付款通知中包含明知是错误且/或诽谤的，不准确的信息，或任何被视为鼓励或向刑事犯罪提供指示，侵犯任何一方权利，或以任何方式产生责任，或违反任何适用法律和规定的内容；

(b) the Customer shall not upload or cause to be transmitted through the Payment Advice any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

客户不应上传或在任何付款通知中包含软件病毒或任何旨在中断，损毁或限制任何电脑软件硬件或电子通信设备的计算机代码，文件或软件。

4. Indemnity

4赔偿

4.1 Without prejudice to anything contained in other applicable terms and conditions and agreements, the Bank shall not be liable in any manner whatsoever for any loss, liability, claim, damages, cost or expense, including without limitation direct, indirect, special or consequential damage or economic loss arising from or in connection with:-

4.1在不影响其他任何适用的条款和条件以及协议的前提下，银行不以任何方式对因以下所列事项引起的或与其相关的任何损失，责任，索赔，损害赔偿，成本及/或费用承担责任，包括但不限于直接，非直接，特殊或间接损害，或经济损失；

(a) any use of the Payment Advice Service by the Customer

客户对付款通知服务的任何使用；

(b) any loss or abuse or unauthorised or inadvertent disclosure of information contained in the Payment Advice, including customer information;

付款通知中包含的信息（包括客户信息）的丢失或滥用或非授权或无意的披露；

(c) any error or failure in the transmission of the Payment Advice, any inaccurate, garbled or incomplete Payment Advice that might be transmitted or any delay in the transmission of the Payment Advice,

任何在付款通知传输过程中的错误或失败，以及任何不准确，乱码，不完整，或延迟的付款通知传输，

even if the Bank or its agents or employees had been advised of the possibility of such loss, liability, claim, damage, cost and/or expense. This exclusion shall take effect to the fullest extent permitted by law.

即使银行，或其代理人，或银行雇员已被告知具有发生此类损失，责任，索赔，损害赔偿，成本及/或费用的可能性。此免责条款在法律允许的最大范围内有效。

4.2 The Bank does not guarantee that the Payment Advice will be transmitted or received in the form submitted or be received by the Beneficiary. Consequently, the Bank shall have no liability whether in contract, tort or otherwise for any direct, indirect or consequential loss or damage which may be suffered in connection with the sending and/or receipt of the Payment Advice by e-mail.

银行不保证付款通知能够以所提交的格式传输或被收款人接收。因此，对于因通过电子邮件发送和/或接收付款通知而可能遇到的任何直接，非直接，或间接损失或损害，无论是基于合同，侵权或其他任何方面，银行均不承担任何责任。

4.3 In addition and without prejudice to any other right or remedy of the Bank (under these terms and conditions or otherwise), the Customer shall indemnify and hold the Bank harmless with respect to any claim, loss, liability or damage

arising from or in connection with the avaiIment of the Payment Advice Service by the Customer or the transmission of the Payment Advice by the Bank.

此外在不损害银行（根据本条款及条件或其他项下）任何其他权利或救济的情况下，就因客户使用付款通知服务或银行传输付款通知所引起或与其有关的任何索赔，损失，责任或损害，客户应对银行进行赔偿，并使银行免遭损失。

5. Termination of Payment Advice Service

付款通知服务终止

The Bank shall be entitled in its absolute discretion to suspend and/or terminate the Payment Advice Service at any time without notice and provision of a reason to the Customer.

银行有权在任何时候经慎重考虑后暂停且/或终止付款通知服务，无需通知客户和提供理由。

6. Terms and Conditions Supplemental

6.补充条款和条件

6.1 Where applicable, these terms and conditions are supplemental to and shall be read together with the UOB Business Internet Banking Service Agreement ("BIB Agreement") and where referred to in the BIB Agreement:

在适用情况下，这些条款和条件是对《大华银行企业网上银行服务协议》（“网银协议”）及网银协议中提到内容的补充，并应与之一并阅读。

(a) "Instruction" shall include a reference to the Customer's request to the Bank to forward the Payment Advice to the Beneficiary;

“指令”应包括客户要求银行向收款人发送付款通知；

(b) "Service" shall include a reference to the Payment Advice Service.

“服务”应包括付款通知服务。

6.2 Where applicable, these terms and conditions are supplemental to and shall be read together with the File Transfer Service Agreement (“FTS Agreement”) and where referred to in the FTS Agreement:

在适用情况下，这些条款和条件是对《文件传输服务协议》（“文件传输协议”）及文件传输协议中提到内容的补充，并应与之一起阅读。

(a) “Customer’s Instruction” shall include a reference to the Customer’s request to the Bank to forward the Payment Advice to the Beneficiary;

“客户指令”应包括客户要求银行向付款人发送付款通知；

(b) “New Service” shall include a reference to the Payment Advice Service.

“新服务”应包括付款通知服务。

7. Miscellaneous

7.其他

7.1 The Bank may amend, vary or supplement these terms and conditions by giving notice to the Customer by any means that the Bank deems fit, and any such amendment, variation and supplement shall take effect as between the Customer and the Bank as from the date specified in such notice or in the absence thereof as from the date of such notice.

银行得以其认为合适的任何方式，经向客户发出有关通知，修改，变更或补充这些条款和条件，且任何该等修改，变更和补充应自该等通知中注明的日期在客户和银行间生效，若通知中没有注明生效日期，则从通知之日起生效。

7.2 If any of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect, the same shall not affect the legality, validity or enforceability of any other term or condition.

若任一条款或条件变为非法，无效，或不可执行，其余条款或条件的合法性，有效性或执行性不受影响。

7.3 No failure to exercise or enforce and no delay in exercising or enforcing on the part of any Bank of its rights under any of these terms and conditions shall operate as a waiver thereof nor shall it in any way prejudice or affect the right

of the Bank afterwards to act strictly in accordance with the powers conferred on the Bank under such terms and conditions.

任何银行未能行使或执行并且延时行使或执行其在本条款和条件下的任何权利应视为弃权，不视为违反且不妨碍后续银行在本条款和条件下行使权利。

7.4 The Customer agrees not to dispute the validity, accuracy or authenticity of any evidence of Instructions and communications transmitted electronically between the parties, including such evidence in the form of the Bank's computer records of transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of information storage.

客户同意不对当事各方间以电子通信传送的指令和传输的证据对有效性，准确性或真实性提出质疑，包括银行计算机交易记录档，磁带，墨盒，计算机打印输出，任何通信副本，或任何其他形式的信息存储。

7.5 The Customer also agrees to refer to and to treat all such records or logs, tapes, cartridges, computer printouts, copies or any other form of information storage as conclusive evidence of all Customer Instructions and other communications received or sent by the Bank. The Customer further agrees that all such records shall be binding upon the Customer and that the Customer will not be entitled to dispute the validity or authenticity of the same.

客户同意计算机交易记录档，磁带，墨盒，计算机打印输出，副本或任何其他形式的信息存储作为所有客户指令和银行收到或发送的其他传输内容的决定性证据。客户同意这些记录对客户具有约束力，并且客户无权对其有效性或真实性提出异议。

8. Governing Law and Jurisdiction

适用法律和管辖权

8.1 These terms and conditions shall be governed by and construed in accordance with the laws of the People's Republic of China.

本条款和条件受中华人民共和国法律管辖，并按照中华人民共和国法律作出解释。

8.2 The Customer submits to the non-exclusive jurisdiction of the courts of the People's Republic of China with respect to any legal proceedings which may be initiated in connection with these terms and conditions.

就任何有关本条款和条件的法律诉讼，客户接受中华人民共和国法院的非排他性司法管辖。

8.3 Service of any process or document by which any proceedings in any court in China are commenced may be effected in any manner permitted for under the File Transfer Service Agreement or UOB Business Internet Banking Service Agreement.

在中国任何法院展开的任何法律程序文件或文书，可按《文件传输服务协议》或《大华银行企业网上银行服务协议》允许的任何通讯方式送达。