



# Terms and Conditions for e-Cheque Deposit Services ("e-Cheque Terms and Conditions")

(Effective from 7 December, 2015)

## 1. Introduction

- 1.1 As part of an industry wide launch of the e-Cheque services in Hong Kong which is expected to take effect in December 2015, a new e-Cheque deposit services will be made available to customers. If customers deposit e-Cheque to any account (including without limitation to any saving, checking, call deposit, credit card, ready credit, loan or other accounts), customers shall be subject to these e-Cheque Terms and Conditions.
- 1.2 The words "I", "me" and "my" refer to any holder of the accounts maintained with you and including one or more individuals, sole proprietorship, partnership, corporation and unincorporated association or body. The words "you" and "your" refer to any and/or all of Citibank (Hong Kong) Limited, Citibank, N.A., Hong Kong Branch and Diners Club International (Hong Kong) Limited, as the case may be.
- 1.3 The words "Applicable Terms" refer to (i) in relation to saving accounts and checking accounts, call deposit accounts or ready credit account, the Terms and Conditions for Accounts and Services; (ii) in relation to credit card account, the Citibank Credit Card Agreement Terms and Conditions, Citibank UnionPay Credit Card Agreement Terms and Conditions, Octopus Citibank Credit Card Agreement Terms and Conditions and/or Diners Club Card Agreement Terms and Conditions as the case may be; (iii) in relation to loan account, the relevant approval letter.

## 2. e-Cheque Deposit Services

- 2.1 e-Cheques Deposit Services provisions - applicability  
I understand and agree that these e-Cheque Terms and Conditions applies to your services relating to e-Cheques. "e-Cheque" means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi. The provisions in the Applicable Terms which apply to paper cheques or generally to your services continue to apply to e-Cheques and your services offered to customers from time to time for depositing e-Cheques ("e-Cheques Deposit Services") to the extent that they are relevant and not inconsistent with the provisions in these e-Cheque Terms and Conditions. In case of any inconsistency between these e-Cheque Terms and Conditions and the provisions of the Applicable Terms, the provisions of these e-Cheque Terms and Conditions shall prevail with respect to the e-Cheques Deposit Services.
- 2.2 Nature and scope of e-Cheques Deposit Services
  - (a) You may provide e-Cheques Deposit Services at your discretion. If you provide e-Cheques Deposit Services to me, I may deposit e-Cheques. In order to use the e-Cheques Deposit Services, I have to provide such information and documents and accept such terms and conditions which may be required or prescribed by you and Hong Kong Interbank Clearing Limited ("HKICL") respectively from time to time. I may also be required to sign forms and documents prescribed by you from time to time.
  - (b) e-Cheques Deposit Services allow me and other persons to present e-Cheques (whether payable to me and/or any other holder of the "Payee Bank Account" (which means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with you into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee)) for deposit with you (as "Payee Bank", that is, the bank at which a Payee Bank Account is held), using the e-Cheque Drop Box Service offered by HKICL in accordance with Clause 2.3 below. "e-Cheque Drop Box" or

"e-Cheque Drop Box Service" means an electronic drop box provided by HKICL that accepts presentation of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account (that is, a user account for the e-Cheque Drop Box Service, and for which each user must register with HKICL before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account) with HKICL before presenting e-Cheques to a Payee Bank Account. The meanings of "e-Cheque Drop Box", "e-Cheque Drop Box Service" and "e-Cheque Drop Box Account" may be amended from time to time in accordance with the terms and conditions prescribed by HKICL from time to time for governing the e-Cheque Drop Box Service provided by HKICL and the use of the e-Cheque Drop Box Service ("e-Cheque Drop Box Terms").

- (c) You may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by you from time to time, including Hong Kong dollars, US dollars or Renminbi.
  - (d) You have the right to set or vary from time to time the conditions for using the e-Cheques Deposit Services. These conditions may include the following (or any of them):
    - (i) the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
    - (ii) any fees and charges payable by me for the e-Cheques Deposit Services.
- 2.3. e-Cheques Deposit Services
    - (a) The e-Cheques Deposit Services may allow presentation of e-Cheques for deposit with you (as Payee Bank) using the e-Cheque Drop Box Service provided by HKICL.
    - (b) e-Cheque Drop Box Service
      - (i) The e-Cheque Drop Box Service is provided by HKICL. I am bound by the e-Cheque Drop Box Terms in relation to my use of the e-Cheque Drop Box Service. I am solely responsible for performing my obligations under the e-Cheque Drop Box Terms.
      - (ii) In order to use the e-Cheque Drop Box Service, I am required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. I am allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is my same-name account or an account other than my same-name account. I am responsible for the presentation of all e-Cheques by me or any other person using my e-Cheque Drop Box Account (including presentation of any e-Cheques to a Payee Bank Account other than my same-name account).
      - (iii) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. You may (but have no obligation to) provide reasonable assistance to me. In particular, you do not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On my request, you may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by you relating to an e-Cheque deposited using my e-Cheque Drop Box Account.
      - (iv) You give no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by HKICL. Unless otherwise stated in the e-Cheque Drop Box Terms, I bear the responsibilities and risks relating to the use of

the e-Cheque Drop Box Service. You are not liable for loss, damage or expense of any kind which I or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

#### 2.4. Handling of e-Cheques, associated risks and your liabilities

##### (a) Handling of e-Cheques

I understand that you and other banks have to follow the rules and operating procedures governing the handling of e-Cheques developed and/or adopted by HKICL and the banking industry from time to time ("Industry Rules and Procedures") in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to me. Accordingly, you are entitled to collect any e-Cheque payable to me by presenting that e-Cheque to the bank which digitally signed an e-Cheque created by its customer ("Payer Bank") in accordance with the Industry Rules and Procedures even if the Bills of Exchange Ordinance (Cap.19 of the Laws of Hong Kong, as may be amended from time to time) may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques.

##### (b) Restriction of your liability

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

(i) you are not liable for loss, damage or expense of any kind which I or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented by me or any other person, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from your negligence or wilful default or that of your officers, employees or agents;

(ii) in particular and for clarity, you are not liable for loss, damage or expense of any kind which I or any other person may incur or suffer arising from or in connection with the following (or any of them):

- (1) use of the e-Cheque Drop Box Service by me or any other person, or the e-Cheque Drop Box Terms;
- (2) my failure to comply with my obligations relating to the e-Cheques Deposit Services;
- (3) presentment of any e-Cheque payable to me in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
- (4) any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond your reasonable control; and

(iii) in no event will you be liable to me or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

##### (c) My confirmation and indemnity

(i) I accept the restriction of liabilities and disclaimers imposed by you and HKICL in relation to the e-Cheques Deposit Services and the services provided by HKICL respectively. I accept and agree to bear the risks and the liabilities for depositing e-Cheques.

(ii) Without reducing the effect of any indemnity given by me under the Applicable Terms or any other rights or remedies that you may have, I will indemnify you and your officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by you or any of them and all actions or proceedings which may be brought by or against you or any of them as a result of or in connection with your provision of the e-Cheques Deposit Services or my use of the e-Cheques Deposit Services.

(iii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from your

negligence or wilful default or that of your officers, employees or agents.

(iv) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.

### 3. Miscellaneous

3.1 You have the right to amend, add, delete, replace or supplement any of these e-Cheque Deposit Service Terms and Conditions at any time by giving notice to me, and the same shall become binding on me from the date of their adoption by you and shall be deemed to have come to my attention by their being displayed at the websites or any other mode which you deem fit.

3.2 I may cancel the use of the e-Cheques Deposit Services at any time in accordance with the e-Cheque Drop Box Terms or by using any other methods as may be made available by HKICL from time to time.

3.3 If there is any inconsistency or conflict between the English and Chinese versions, the English version shall prevail.

### 4. Law and Jurisdiction

4.1 The e-Cheque Deposit Services and these e-Cheque Deposit Service Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People Republic of China ("Hong Kong"). I hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.