

匯款條款

「本公司」指永隆銀行有限公司，而「閣下」指本公司客戶。

- 閣下的指示，即本公司所理解的及已按其行事的，對閣下具有約束力。
- 對於在本公司每日截數時間後收到的轉賬指示，有關款項將於收到指示時從閣下的賬戶扣除，而轉賬指示將於下一個銀行營業日（不包括星期六及主要貨幣的金融中心的銀行及（在適當情況下）本公司的海外分行非營業的日子）處理。同日價值的付款須受制於其目的地適用的截數時間。匯款交收日則取決於目的地的地理位置而定並由本公司酌情決定。本公司可不時改變每日截數時間，並不需向閣下提供通知或負責。
- 如閣下賬戶中可用的存款不足支付全部款項，本公司不需從閣下賬戶作出任何付款。如轉賬在賬戶存款不足情況下進行，閣下將在本公司提出要求時，向本公司償還其導致的借方結餘連同利息，利率由本公司決定。
- 款項將採用閣下所指示的特定貨幣匯往外地。其他貨幣的兌換可根據本公司的往來銀行或受益人的銀行的慣例在付款的目的地進行。因本公司的營運需要可發出另一個城市付款的匯票或本票。匯票或本票的持有人對到期提示及遭拒付負責。在付款予受益人前將先扣除一切費用。閣下須負責本公司的往來銀行、代理行及本公司的一切費用。所有已支付的費用均不可退還。本公司及本公司的往來銀行及代理行對受益人及任何被指定的匯款人均無任何責任。
- 如匯票或本票曾以任何方式被更改或破損，可被拒付款。
- 停止或更改支付或退款的要求只會出示令本公司滿意的身份證明及授權文件包括損失證明（如適用）及作出令本公司滿意的賠償保證後才作處理。如不能停止或更改付款，本公司沒有責任。只有經本公司的往來銀行確認付款指示已被有效地取消後，方可作出退款。如付款貨幣並非港元，退款可按本公司買入該付款貨幣的價格折算，扣除一切費用後以港元支付。
- 閣下同意，倘若閣下遺漏給予閣下身分的完整及準確詳細資料，閣下須自負後果，其中包括喪失獲得退匯權利以及當閣下未能使本公司滿意閣下的身分已得到確證時，本公司將不負責退還匯款。對於由閣下所提供的不正確或不完整資料引起的任何損失，本公司概不負責。
- 如根據閣下提供的資料詳情無法處理匯出款項，本公司保留權利，按本公司的獨有酌情權，不接納匯出匯款的買入申請。
- 本公司不需按本公司認為不可行或不合理的指示作出行動。本公司可以拒絕按閣下的指示作出行動，亦不須提供任何原因及不須負上任何法律責任。
- 有關電匯之任何電文，本公司可用明確之語言、暗碼或密碼發出，其風險須由閣下獨自承擔。在本公司合理地行事的情況下，對該電文或其他文件之傳達倘若發生任何延誤、誤會、誤解、錯誤、疏忽或違約事件，本公司概不負責。
- 除非由本公司故意的不當行為引起，否則對於由本公司或本公司的往來銀行或代理行發出的任何訊息之任何延遲、錯誤、遺失、訛誤或未經授權的截取，本公司概不負責。
- 本公司對本公司的任何往來銀行或代理行或任何政府或第三者或任何非本公司所能合理控制的情況下的任何行為或遺漏所引致的任何損失，概不負責。（但本公司須已盡合理努力委任有信譽的往來銀行或代理行）如本公司有關辦事處或任何有關往來銀行或代理行被阻止而不能向或為閣下支付款項，本公司無義務向閣下作出解釋。
- 本公司不能負責追討閣下向另一人士作出的付款，或調解閣下與該名人士之間的爭議。
- 無論在任何情況下，對於因使用或未能使用本公司匯款服務而引起的任何間接、特別、連帶或相應的損害，本公司均無須承擔法律責任。
- 如本公司疏忽或作出故意不當行為，此等免除本公司責任的條款將不適用。

CONDITIONS FOR REMITTANCE

"We" refer to Wing Lung Limited, and "you" are our customer.

- Your instructions, as understood and acted on by us, are binding on you.
- An instruction to transfer funds received after our daily cut-off time will be debited to your account at the time the instruction is received, and be processed for transfer on our next banking day (excluding Saturdays and the days on which banks in the main financial centre for the currency and, where relevant, our overseas office are not open for business). A payment for same day value is also subject to applicable cut-off time at its destination. Date of value is dependent on the geographical location of the destination and is subject to our discretion. We may from time to time vary the daily cut-off time without notice or responsibility to you.
- We need not make any payment from your account if there are insufficient available funds for a full payment. If a transfer is made without sufficient available funds, you will repay to us on demand the resulting debit together with interest thereon at the rate determined by us.
- Funds will be remitted to a foreign place in the particular currency as instructed by you. Another currency conversion may take place at the payment destination according to the practice of our correspondent or the beneficiary's bank. A draft or cashier order may be drawn on another city by reason of our operational requirements. The holder of the draft or cashier order is responsible for due presentation and protest. Charges will be deducted before payment to the beneficiary. You remain responsible for all charges of our correspondents, agents and ourselves. All charges paid are not refundable. We and our correspondents and agents owe no duty to the beneficiary and any nominated order party.
- Payment of a draft or cashier order may be refused if it has in any way been altered or mutilated.
- Requests to stop or vary a payment or for a refund will only be processed after production of satisfactory document of identity and authorisation including evidence of loss (where applicable) and an indemnity satisfactory to us. We are not responsible if the payment cannot be stopped or varied. A refund may only be made after our correspondent has confirmed that the payment instruction has been effectively cancelled. A refund may be made in Hong Kong dollars at our buying rate for the payment currency if the payment currency is not Hong Kong dollars, less all charges.
- You agree to accept consequences arising from your own omission to give complete and accurate particulars of your identity including the loss of right for refund and that we shall not be accountable to you for the refund in the event that your identity cannot be verified to our satisfaction. We shall not be liable for any loss caused by any incorrect or incomplete information provided by you.
- If the outward remittance cannot be processed by the details provided by you, we reserve the right not to accept an application for the purchase of the outward remittance at our sole discretion.
- We need not act on any instruction if it is not, in our opinion, practicable or reasonable to do so. We may decline to act on your instructions without giving any reason and without any liability.
- We may send any message relative to the telegraphic transfer in explicit language, code or cipher and at your sole risk. Acting reasonably, we shall not be liable for any delay, misunderstanding, misinterpretation, errors, neglect or defaults which may occur in the transmission of the message or otherwise.
- Unless caused by our willful misconduct, we are not liable for any delay, error, loss, corruption or unauthorized interception of any messages sent by us or our correspondents or agents.
- We are not liable for any loss caused by any act or omission of our correspondents or agents (provided we have used reasonable efforts to appoint a reputable correspondent or agent) or any government or third party, or any circumstances beyond our reasonable control. We are not obliged to account for you if our relevant office or any correspondent or agent concerned is prevented from making payment to or for you.
- We cannot be responsible to recover a payment you have made to another person, or to resolve a dispute between you and that person.
- We are in any event not liable for any indirect, special, incidental or consequential damages arising from the use of or inability to use our remittance service.
- These limits of our liability do not apply if we are negligent or guilty of willful misconduct.