

## Terms and Conditions for eDDA

### Important Warnings:

- A. Please be informed that:
- (a) Before you proceed to apply for eDDA Service (as defined below) through CSBHK, please read carefully these warnings and the Terms and Conditions set out below;
  - (b) You should contact your Participant Bank (as defined below) and find out the risks relating to direct arrangements, which may include but are not limited to: (i) malware attack or hacking or sabotage of bank customers' accounts resulting in confidential banking information and transaction authentication codes being stolen; (ii) anti-virus software lagging behind, undermining the effectiveness of using mobile devices for the purpose of second factor authentication of internet banking transactions; and (iii) banking information being stolen and misused to create unauthorized direct debit transactions. To minimize such risks, please verify your transaction records/history on a regular and timely basis and contact your Participant Bank immediately once you discover any error or discrepancy.
  - (c) Once the relevant Participant Bank has approved your application, and you have received the confirmation notification from CSBHK, you may start to issue eDDI (as defined below) fund transfer instructions in respect of transactions conducted through CSBHK. The fund transfer limit is subject to your account setting as stipulated by your Participant Bank (as defined below).
  - (d) Please observe the servicing time of eDDA services in CSBHK website.
- B. By applying to CSBHK to set up eDDA (as defined below) via this webpage, you (the Customer) have read and agree to be bound by the Terms and Conditions for eDDA (including these Warnings), the Terms and Conditions for Securities Trading, or the Terms and Conditions for Securities Trading (Professional Investor – Institutional) (as the case may be) and other addenda, policies, terms or other documents which may be published by CSBHK from time to time, which are expressly incorporated herein by reference. If you do not accept any of such terms or documents, you shall not proceed any further.

1. In these Terms and Conditions for eDDA ("**Terms**"), except where the context otherwise requires, the following words and phrases shall have the following meanings:

"**Applicable Requirements**" means any law, regulation, court order, or any rule, direction, guidelines, code, notice or restriction (whether or not having the force of law) issued by the Hong Kong Monetary Authority, any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which CSBHK, Participant Bank (as defined below), HKICL or any other Participant Banks or their respective affiliates or group companies, or any users are subject or are expected to comply with from time to time.

"**CSBHK**" means CITIC Securities Brokerage (HK) Limited, a Licensed Corporation under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) licensed to carry on Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities (C.E. Number: AAE879) and a participant of The Stock Exchange of Hong Kong Limited;

"**Designated Bank Account**" means same name account in your sole name maintained with a Participant Bank;

"**eDDA**" means a direct debit authorization set up by electronic means using HKICL FPS (as defined below);

"**eDDA Service**" means the service provided by HKICL as part of HKICL FPS to facilitate a payer (a customer of a Participant Bank) to set up direct debit authorization with a Participant Bank and to make payments to a designated account maintained by a payee with a Participant Bank;

"**eDDI**" means electronic direct debit instruction;

"**HKICL**" means Hong Kong Interbank Clearing Limited and its successors and assigns;

"**HKICL FPS**" means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for: (i) processing direct debits and credits, funds transfers and other payment transactions; and (ii) exchanging and processing instructions relating to eDDA Service and other ancillary services;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;

"**BANK**" means the Participant Bank (including its successors and assigns) chosen by CSBHK for eDDA Service

"**Mobile Trading APP**" means such mobile applicable software as may be designated by CSBHK from time to time through which CSBHK's trading services will be provided to the Customer, and where the Customer could access such services, such as enabling the Customer to operate his/her securities accounts, conduct transactions and dealings and to give instructions to and communicate with CSBHK.

"**us**" means CSBHK;

"**Participant Bank**" means a licensed commercial bank operating in Hong Kong which participates in HKICL FPS and is capable of processing its customers' funds transfer instructions through the HKICL FPS;

"**CSBHK T&Cs**" means the Terms and Conditions for Securities Trading, or the Terms and Conditions for Securities Trading (Professional Investor – Institutional) (as the case may be), Terms and Conditions for Margin Financing, the Circular relating to Personal Data (Privacy) Ordinance of Hong Kong ("**Circular**") and its addenda, amendments and supplements as stipulated by CSBHK from time to time.

Capitalized terms that are not otherwise defined in these Terms shall have the same meaning contained in the CSBHK T&Cs.

2. In consideration of CSBHK agreeing at your request to set up eDDA for you, you agree to be bound by these Terms.
3. Prior to making a request to CSBHK for eDDA, you shall:
  - (a) specify a Designated Bank Account;
  - (b) review and understand the relevant terms stipulated by your Participant Bank in respect of eDDA Service and the threshold amounts imposed in respect of a category of payment/debit;
  - (c) familiarize yourself with the functions, features and limitations of the eDDA Service;
  - (d) evaluate fully the risks associated with using eDDA Service;
  - (e) ascertain from your Participant Bank procedures for cancelling your eDDA; and
  - (f) if necessary, seek independent advice from your legal, financial and other professional advisers as you may consider necessary.
4. You understand and acknowledge that:
  - (a) you are requesting CSBHK to set up any eDDA for you subject to these Terms, the terms and conditions stipulated by a Participant Bank and Applicable Requirements;
  - (b) CSBHK may in its sole and absolute discretion refuse your request for eDDA or discontinue the eDDA arrangement at any time without giving reason and without liability;

- (c) the delivery of eDDA Service request by you to CSBHK constitutes delivery by you to the Participant Bank administering your Designated Bank Account (“**your Participant Bank**”);
  - (d) the eDDA is provided for the benefit of CSBHK, your Participant Bank and *BANK*, and is provided in consideration of and subject to *BANK* and your Participant Bank in agreeing to process the eDDA in accordance with Applicable Requirements and their internal policies; and
  - (e) CSBHK will notify you by email if your Participant Bank accepted the eDDA request; if your Participant Bank rejects the eDDA request or if your Participant Bank does not respond, CSBHK will not notify you of the result of the eDDA request and will not assume any liability for it.
5. For the purpose of setting up the eDDA and subject to approval by *BANK* and your Participant Bank, you agree and authorize CSBHK to collect, use, process, retain, transfer and release your personal data and bank account information (including but not limited to Customer’s name, investor ID in CSBHK, registered mobile, ID / passport number and number of your Designated Bank Account) to *BANK* and your Participant Bank, for the following purposes:
- (i) identifying and communicating with you;
  - (ii) processing and submitting the eDDA request to your Participant Bank via *BANK*;
  - (iii) processing instructions and payments for eDDA purpose;
  - (iv) answering enquiries from you, *BANK* or your Participant Bank regarding eDDA Service and eDDI;
  - (v) meeting any disclosure requirements under any Applicable Requirements; and
  - (vi) purposes relating or ancillary to any of the above.

For the avoidance of doubt, nothing contained in this clause shall be construed as a modification or amendment of any terms of the Circular.

6. To give effect to any eDDI initiated by you using Internet Trading Service and/or Mobile Trading APP, you unconditionally and irrevocably authorize and direct CSBHK to arrange such real time direct debits via eDDA from your Designated Bank Account to your Securities Account with CSBHK for:
- the total consideration of the completed orders/instructions placed by you or on your behalf;
  - such amount of money for settlement of any and all payments of levies, duties, taxes required under Applicable Requirements;
  - payment in respect of margin calls made by CSBHK;
  - any amounts payable by you to CSBHK including, without limitation, any finance charges, accrued interest thereon and costs, fees, commissions and expenses payable by me to CSBHK or its Affiliates;
  - all Losses incurred by CSBHK in relation to carrying out any eDDI;
  - fees and charges of *BANK* in respect of processing any eDDI; and
  - any sum paid into your Designated Bank Account erroneously or any entry made into your Designated Bank Account as a result of a system error or human error.

Please refer to our corporate web site for the latest service hour regarding eDDI. (<https://www.csb.com.hk/customer-service-settlement.php> ). If you initiate an eDDI outside CSBHK’s service hours, you agree that CSBHK may, without liability, route the eDDI to your Participant Bank during the next service window.

7. You agree that:
- (a) eDDA is not applicable to joint name bank account;
  - (b) your Participant Bank and *BANK* shall not be obliged to ascertain whether or not notice of any such transfer has been given to you;

- (c) the eDDA hereunder will continue to be in force and effect as long as you continue to use Internet/mobile trading service of CSBHK until further notice; if you want to cancel or change the settings of the eDDA, you may contact your Participant Bank directly;
- (d) to initiate a fund transfer through eDDA, you are required to initiate a new fund transfer instruction (i.e. eDDI ).
- (e) any eDDI or request received by us, believed by us in good faith to be given by you, will be irrevocable and binding on you;
- (f) should there be insufficient funds in your Designated Bank Account to meet any debit/transfer authorized by these Terms, your Participant Bank may in its sole and absolute discretion, refuse to effect such a debit/transfer and may cancel the eDDA at any time without notification to you;
- (g) your Participant Bank may also, in its sole and absolute discretion, cancel the eDDA at any time without prior notice and without giving reasons (even though the eDDA has not expired or there is no expiry date for the eDDA) and refuse to process any eDDI, and if such authorization is cancelled by your Participant Bank, you should make direct enquiries with your Participant Bank;
- (h) *BANK* may also terminate its eDDA Service at any time and suspend or withdraw at any time any of its eDDA Service or part thereof;
- (i) *BANK* and your Participant Bank will not accept any request to cancel or vary any of the eDDI;
- (j) eDDIs sent via online transmission cannot be guaranteed to be secure or error free as they can be intercepted, hacked, corrupted, lost, arrive late or contain viruses, malware and other problems and that CSBHK and the Participant Banks in your eDDA arrangement do not have any liability for any errors or omissions in, or late or failure of arrival or receipt of, any eDDI sent via online transmission;
- (k) CSBHK and the Participant Banks may treat all eDDIs as properly authorized by you, even if made fraudulently and they are not obliged to put in place additional security measures to verify the validity of such authorization and you agree and that the processing of eDDIs may be delayed or declined as a result of these lack of measures, and that CSBHK and the Participant Banks will not be liable for any losses arising from such delay or refusal to act;
- (l) where you have set up eDDA on your Designated Bank Account but no fund transfer is made pursuant to that authorization for a significant period of time, CSBHK may at its sole and absolute discretion and without prior notice and without liability to you cancel the eDDA, even if that authorization has not expired or is not subject to an expiry or termination date; and
- (m) any notice of cancellation or variation of the eDDA hereunder shall be given at least five working days prior to the date on which such cancellation/variation is to take effect and that your Participant Bank may notify CSBHK and *BANK* of such cancellation or variation.

8. You shall:

- (a) provide CSBHK with all necessary information and documents for the purpose of processing the eDDA request;
- (b) comply with these Terms, Applicable Requirements and policies of *BANK* and of your Participant Bank in connection with your use of eDDA Service and sending and processing of any eDDI;
- (c) check the accuracy and completeness of any eDDI, and CSBHK and the Participant Banks shall be under no obligation to check or verify the same and accepts no responsibility or liability in respect thereof;

- (d) take full responsibility for any overdraft (or increase in existing overdraft) on your Designated Bank Account which may arise as a result of any debit or transfer effected through any eDDI;
- (e) inform CSBHK immediately, in writing, of any change in your Designated Bank Account (e.g. account suspension/closure, change of account number etc.) or other information (e.g. mailing address, telephone number etc.);
- (f) maintain sufficient funds in your Designated Bank Account at the time of the transfer/debit authorized by these Terms to cover any eDDI;
- (g) observe the cut-off time for eDDI processing and ensure that your funds reach CSBHK in a timely manner to fulfill your settlement obligation under the relevant transaction;
- (h) if your eDDI is rejected, check the balance and transaction limit of your Designated Bank account and arrange for deposit of funds with us promptly via other means as may be directed by CSBHK;
- (i) pay the necessary charge or administration fee levied by your Designated Bank Account should your eDDI not effected and be returned due to insufficient funds, account suspension or account closure or other reasons;
- (j) if any delay, unavailability, disruption, failure or error or other matter (as mentioned in Clause 9 below) occurs in respect of the eDDA Service and eDDI, arrange for deposit of requisite funds with CSBHK promptly via other means as may be designated by CSBHK on its website (<https://www.csb.com.hk/customer-service-settlement.php>);
- (k) monitor your Designated Bank Account closely and ensure that debits/transfers of funds are correct or accurately recorded (as the case may be);
- (l) seek assistance promptly from your Participant Bank if you have made a mis-transfer of funds;
- (m) where either the BANK or CSBHK has reason to believe that an eDDI is not properly authorised, or that any other breach of security has occurred in relation to the Customer system or the Customer's use of the real time direct debit services, CSBHK reserves the right not to process, or to delay processing the eDDI, and CSBHK will inform the Customer as soon as reasonably practicable; CSBHK shall not be liable for any of such non-processing or delayed processing;
- (n) follow the Security Instruction posted on our website (see below link) to safeguard your Internet trading and mobile trading APP logon account as the eDDA and eDDI functions are accessible after client logon:

<https://www.csb.com.hk/customer-service-faq-other.php?id=2003>

9. You agree and confirm that neither CSBHK, the Relevant Persons nor its nominee shall be liable to you for any loss, damage, cost, fee or expense of any kind, which you or any other person may incur or suffer arising from or in connection with:
- (a) setting up of eDDA for your Designated Bank Account;
  - (b) rejection of your application for eDDA Service;
  - (c) processing or execution of eDDI, except to the extent that the loss, damage or expense arises directly and solely from our own fraud, gross negligence or wilful default;
  - (d) any losses which you may suffer from anything which CSBHK or its nominee or *BANK* does or omits to do (in the absence of fraud, gross negligence, wilful default or bad faith on the part of CSBHK) in connection with the eDDA or processing of any eDDI;
  - (e) anything done or omitted to be done because of any legal requirement, any requirement of a regulatory body or authority or an order or direction of a court or tribunal;
  - (f) any inability to act as a result of any eDDI being unclear or incomplete;
  - (g) any delay, unavailability, disruption, failure or error of or caused by *BANK* or your Participant Bank;

- (h) any delay, unavailability, disruption, failure or error of HKICL FPS or related facilities or services;
- (i) any delay, unavailability, interruption, failure or error of the Internet, mobile platform or any electronic, computer or other system; or
- (j) anything beyond the control of CSBHK or its nominee or *BANK*.

In the event that CSBHK is found to be liable to you, you agree that the total liability of CSBHK under this clause shall not exceed the total commission received by CSBHK from the relevant transactions involving eDDI transmission.

10. IN NO EVENT SHALL CSBHK BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY), IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.
11. To the extent permissible under Applicable Requirements, you shall indemnify CSBHK and its Relevant Persons and Affiliates and hold us harmless against all actions, claims, proceedings, losses, damages, taxes, expenses and costs arising out of or in connection with:
  - (a) the acceptance and acting on your instructions to raise a request for eDDA;
  - (b) the acceptance and acting on any eDDI initiated by you;
  - (c) performing its obligations hereunder;
  - (d) any breach by you of your obligations or of either the CSBHK T&Cs or these Terms;
  - (e) anything done or omitted to be done by CSBHK or its nominee in reliance on instructions or communications which CSBHK in its sole and absolute discretion believes to have been given by you or on your behalf or any failure of you to give instructions;
  - (f) any proceeding or investigation by or on behalf of any regulatory body; and
  - (g) any action by CSBHK or its Relevant Persons taken in good faith to comply with any Applicable Requirements.
12. CSBHK may revise these Terms at any time and from time to time after giving such reasonable notice as may be required by the applicable code of practice or code of conduct or by its internal policy. Such provisions, any revision and/or additions thereto shall become effective when brought to your attention by way of notice and shall be deemed to have been accepted by, and binding on you if you continue to use any of Internet trading or mobile trading services provided by us after the effective date of such notice.
13. Save as stated in these Terms, no person other than you or us will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these Terms.
14. In case of discrepancies between the English and Chinese versions of these Terms, the English version shall apply and prevail.
15. These Terms shall be governed by and construed in accordance with the laws of Hong Kong. The jurisdiction clause in the CSBHK T&Cs shall also apply to these Terms.
16. By clicking the "Accept" button on this page, you confirm that you have read and fully considered and consented to these Terms (including the Warnings) and agree to be bound by them.

## eDDA 條款

### 重要警告：

#### A. 請知悉：

- (a) 閣下透過中信証券經紀香港申請 eDDA 服務（釋義見下文）前，請仔細閱讀本警告及下文所載的條款及細則；
- (b) 閣下應聯絡本身的參與銀行（釋義見下文）以了解與直接安排相關的風險，包括但不限於：(i) 惡意軟件攻擊、非法入侵或蓄意破壞銀行客戶賬戶，導致機密銀行資料及交易驗證碼被盜取；(ii) 防毒軟件落後，損害使用流動裝置進行網上銀行交易的雙重身份驗證的有效性；及 (iii) 銀行資料被盜取和濫用而進行未經授權的直接付款交易。為將此類風險減至最低，請定期並適時查核閣下的交易記錄/歷史記錄，一旦發現任何錯誤或差異，請立即聯絡閣下的參與銀行。
- (c) 一旦相關參與銀行批准閣下的申請，且閣下已收到中信証券經紀香港的確認通知後，閣下即可對透過中信証券經紀香港進行的交易發出 eDDI（釋義見下文）的資金轉賬指示。資金轉賬限額視乎閣下的參與銀行（釋義見下文）訂明的賬戶設定。
- (d) 請留意中信証券經紀香港網站有關 eDDA 服務的服務時間。

- #### B. 透過本網頁向中信証券經紀香港申請設定 eDDA（釋義見下文），即表示閣下（客戶）已閱讀並同意遵守 eDDA 條款（包括本警告）、證券買賣條款或證券買賣（專業投資者 — 機構投資者）條款（視情況而定）及中信証券經紀香港可能不時刊發並透過引述而明確納入本條款及細則的其他附錄、政策、條款或其他文件。倘閣下不接受任何此等條款或文件，則不得繼續進行任何進一步操作。

1. 在本 eDDA 條款（「**本 eDDA 條款**」）中，除非文義另有所指，否則下列詞彙具有以下涵義：

「**適用規定**」指中信証券經紀香港、參與銀行（釋義見下文）、結算公司或任何其他參與銀行或各自的關聯公司或集團公司或任何用戶須不時遵守或預期須遵守由香港金融管理局及香港境內或境外任何監管機構、政府部門（包括稅務當局）、結算或清算銀行或交易所、行業組織或自律監管機構發出的任何法律、規例、法庭令或任何規則、指示、指引、守則、通知或限制（無論是否具有法律效力）。

「**中信証券經紀香港**」指中信証券經紀（香港）有限公司，根據香港法例第 571 章《證券及期貨條例》可從事第 1 類（證券買賣）及第 4 類（就證券提供意見）受規管活動的持牌法團（中央編號為 AAE879），亦是香港聯合交易所有限公司的參與者；

「**指定銀行賬戶**」指以閣下單獨名義在參與銀行開設的同名賬戶；

「**eDDA**」指透過電子方式使用結算公司轉數快（釋義見下文）設定的直接付款授權；

「**eDDA 服務**」指由結算公司提供作為結算公司轉數快一部分的服務，方便付款人（參與銀行的客戶）在參與銀行設定直接付款授權，以及向收款人在參與銀行開設的指定賬戶支付款項；

「eDDI」指電子直接扣賬指示；

「結算公司」指香港銀行同業結算有限公司及其繼承人及受讓人；

「結算公司轉數快」指由結算公司不時為以下各項提供、管理及營運的快速支付系統及相關設施與服務：  
(i) 處理直接扣賬和記賬、資金轉賬及其他支付交易；及(ii) 交換及處理有關 eDDA 服務及其他輔助服務的指示；

「香港」指中華人民共和國香港特別行政區；

「銀行」指，即由中信證券經紀香港為 eDDA 服務選擇的參與銀行（包括其繼承人及受讓人）；

「手機買賣應用程式」指中信證券經紀香港可能不時指定的適用手機軟件，透過該軟件向客戶提供中信證券經紀香港的買賣服務，而客戶可藉由該軟件使用此類服務，例如客戶可以操作自己的證券賬戶，進行交易及辦理事務以及向中信證券經紀香港發出指示及進行溝通。

「我們」指中信證券經紀香港；

「參與銀行」指在香港營運的持牌商業銀行，此等銀行參與結算公司轉數快並能夠透過結算公司轉數快處理其客戶的資金轉賬指示；

「CSBHK 條款」指「中信證券經紀香港不時訂明的證券買賣條款」或「證券買賣條款（專業投資者 — 機構投資者）（視情況而定）」、「孖展證券買賣條款」、有關香港個人資料（私隱）條例之通函（「通函」）及其附錄、修訂及補充文件。

本 eDDA 條款未界定的詞彙具 CSBHK 條款相同的涵義。

2. 鑑於中信證券經紀香港同意閣下的申請為閣下設定 eDDA，閣下同意遵守本 eDDA 條款。

3. 閣下向中信證券經紀香港申請 eDDA 前應須：

- (a) 指明一個指定銀行賬戶；
- (b) 細閱並了解閣下的參與銀行就 eDDA 服務訂明的條款以及就支付 / 扣賬類別實施的門檻金額；
- (c) 熟悉 eDDA 服務的功能、特點及限制；
- (d) 充分評估使用 eDDA 服務的風險；
- (e) 向閣下的參與銀行了解明白取消閣下的 eDDA 的程序；及
- (f) 如有必要，請向閣下的法律、財務及其他專業顧問尋求閣下可能認為必要的獨立意見。

4. 閣下明白並確認：

- (a) 閣下根據本 eDDA 條款、參與銀行訂明的條款及細則及適用規定要求中信證券經紀香港為閣下設定任何 eDDA；
- (b) 中信證券經紀香港可隨時按其絕對酌情權決定拒絕閣下要求的 eDDA 或終止 eDDA 的安排而無需提供任何理由，亦無需承擔任何責任；
- (c) 閣下向中信證券經紀香港提出 eDDA 服務要求，即構成閣下向管理閣下的指定銀行賬戶的參與銀行（「閣下的參與銀行」）提出要求；
- (d) eDDA 乃為中信證券經紀香港、閣下的參與銀行及銀行的利益而提供，而提供 eDDA 乃考慮到並以銀行及閣下的參與銀行同意根據適用規定及其內部政策處理 eDDA 為前提；及



(e) 倘閣下的參與銀行接受 eDDA 要求，中信証券經紀香港將透過電郵通知閣下；倘閣下的參與銀行拒絕 eDDA 要求，或者閣下的參與銀行未有回覆，則中信証券經紀香港將不會通知閣下 eDDA 要求的結果，亦不會就此承擔任何責任。

5. 為設定 eDDA 之目的且視乎銀行及閣下的參與銀行批准，閣下同意並授權中信証券經紀香港收集、使用、處理、保留、向銀行及閣下的參與銀行傳送及披露閣下的個人數據及銀行賬戶資料（包括但不限於客戶姓名、中信証券經紀香港的投資者編號、註冊手機號碼、身份證明文件／護照號碼以及閣下的指定銀行賬戶號碼）作以下目的：

- (i) 識別閣下的身份並與閣下溝通；
- (ii) 透過銀行處理 eDDA 要求並提交予閣下的參與銀行；
- (iii) 就 eDDA 目的處理指示及付款；
- (iv) 回覆閣下、銀行或閣下的參與銀行對 eDDA 服務及 eDDI 的查詢；
- (v) 符合任何適用規定項下的任何披露要求；及
- (vi) 與上述任何一項有關或其附屬之目的。

為免生疑問，本條款的任何內容概不得詮釋為修改或修訂通函的任何條款。

6. 為執行閣下使用互聯網買賣服務及／或手機買賣應用程式發出的任何 eDDI，閣下無條件且不可撤回地授權及指示中信証券經紀香港透過 eDDA 將下述款項從閣下的指定銀行賬戶實時直接轉賬入閣下在中信証券經紀香港的證券賬戶：

- 閣下或代表閣下發出且已成交的訂單／指示的總代價；
- 清繳根據適用規定需要的任何及所有徵費、稅費、稅項的金額；
- 支付中信証券經紀香港催繳的追加保證金；
- 閣下應向中信証券經紀香港支付的任何金額，包括但不限於任何財務費用、其應計利息以及應向中信証券經紀香港或其聯屬公司支付的成本、費用、佣金及支出；
- 中信証券經紀香港執行任何 eDDI 而承擔的一切損失；
- 銀行就處理任何 eDDI 的費用及收費；及
- 由於系統或人為錯誤而錯誤存入閣下的指定銀行賬戶或誌入閣下的指定銀行賬戶的任何金額。

有關 eDDI 的最新服務時間，請參閱本公司的網站。（<https://www.csb.com.hk/customer-service-settlement.php>）。如閣下在於中信証券經紀香港的服務時間以外發出 eDDI，閣下同意中信証券經紀香港可以在下一個服務時段將 eDDI 轉送至閣下的參與銀行而無須承擔任何責任。

7. 閣下同意：

- (a) eDDA 不適用於聯名銀行賬戶；
- (b) 閣下的參與銀行及銀行並無責任確定是否已向閣下發出任何此類轉賬的通知；
- (c) 只要閣下繼續使用中信証券經紀香港的互聯網／手機買賣服務，則本條款項下的 eDDA 將繼續生效直至另行通知；倘閣下擬取消或更改 eDDA 的設定，可直接聯絡閣下的參與銀行；
- (d) 閣下必須發出新的資金轉賬指示（即 eDDI），方可透過 eDDA 啟動資金轉賬。
- (e) 我們收到且真誠相信由閣下發出的任何 eDDI 或申請乃不可撤回且對閣下具有約束力；
- (f) 倘閣下的指定銀行賬戶的資金不足以執行本 eDDA 條款授權的任何扣賬／轉賬，閣下的參與銀行可按其絕對酌情權決定拒絕執行此等扣賬／轉賬，並可以在不通知閣下的情況下隨時取消 eDDA；
- (g) 閣下的參與銀行亦可按其絕對酌情權決定隨時取消 eDDA，無需事先通知亦無需說明理由（即使 eDDA 尚未到期或 eDDA 並無到期日）及拒絕處理任何 eDDI，倘閣下的參與銀行取消此等授權，閣下應直接向閣下的參與銀行查詢；

- (h) 銀行亦可隨時終止其 eDDA 服務及隨時暫停或撤銷其任何 eDDA 服務或 eDDA 服務的任何部分；
- (i) 銀行及閣下的參與銀行將不接受取消或更改 eDDI 任何部分的任何要求；
- (j) 透過網絡傳輸發出的 eDDI 可能被攔截、黑客攻擊、破壞、遺失、延遲送達或含有病毒、惡意軟件及出現其他問題，故無法保證安全或並無錯誤，而中信証券經紀香港及閣下的 eDDA 安排的參與銀行對透過網絡傳輸發出的 eDDI 出現的任何錯誤或疏漏、延遲或未有送達或未能接收概不承擔任何責任；
- (k) 中信証券經紀香港及參與銀行可將所有 eDDI 視為經閣下正當授權，即使是欺詐下作出，它們亦無責任採取進一步安全措施查核此等授權是否有效，且閣下同意此等缺乏措施可能導致 eDDI 的處理延誤或被拒，而中信証券經紀香港及參與銀行將不就此等延誤或拒絕行動造成的任何損失承擔任何責任；
- (l) 倘閣下在指定銀行賬戶設定 eDDA，但在一段顯著較長時間未有根據該授權進行資金轉賬，即使該授權尚未到期或不受到期日或終止日約束，中信証券經紀香港亦可按其絕對酌情權決定取消 eDDA，無需事先向閣下發出通知，亦無需對閣下承擔任何責任；及
- (m) 本條款項下取消或變更 eDDA 的任何通知須在該取消／變生效日期前至少五個營業日發出，且閣下的參與銀行可通知中信証券經紀香港及銀行取消或變更事宜。

8. 閣下須：

- (a) 向中信証券經紀香港提供處理 eDDA 申請時必需的一切資料及文件；
- (b) 遵守本 eDDA 條款、適用規定及銀行及閣下的參與銀行就閣下使用 eDDA 服務及發出與處理任何 eDDI 的政策；
- (c) 檢查任何 eDDI 的準確性及完整性，中信証券經紀香港及參與銀行無須檢查或查核其準確性及完整性，亦不就此負責或承擔任何責任；
- (d) 就透過任何 eDDI 進行任何扣賬或轉賬而導致閣下的指定銀行賬戶出現任何透支（或擴大現有透支）承擔全部責任；
- (e) 立即以書面通知中信証券經紀香港有關閣下的指定銀行賬戶（例如賬戶暫停／關閉、賬戶號碼變更等）或其他資料（例如郵寄地址、電話號碼等）的任何變更；
- (f) 進行本 eDDA 條款授權的轉賬／扣賬以辦理任何 eDDI 時，在閣下的指定銀行賬戶備有足夠資金；
- (g) 遵守 eDDI 處理的截止時間，並確保閣下的資金及時存入中信証券經紀香港，以履行相關交易的結算責任；
- (h) 倘若閣下的 eDDI 被拒，請檢查閣下的指定銀行賬戶的餘額及交易限額，並安排透過中信証券經紀香港可能指定的其他方式從速向我們存入資金；
- (i) 倘因資金不足、賬戶暫停或賬戶關閉或其他原因而導致閣下的 eDDI 未能執行及被發還，須支付閣下的指定銀行賬戶收取的必要費用或行政費用；
- (j) 倘若 eDDA 服務及 eDDI 出現任何延誤、未能提供服務、中斷、故障或錯誤或其他事宜（如下文第 9 條所述），請透過中信証券經紀香港可能在網站（<https://www.csb.com.hk/customer-service-settlement.php>）指定的其他方式，從速安排向中信証券經紀香港存入所需的資金；

- (k) 密切監察閣下的指定銀行賬戶，並確保正確或準確記錄（視情況而定）扣賬／資金轉賬情況；
- (l) 倘閣下的資金錯誤轉賬，請從速向閣下的參與銀行求助；
- (m) 倘銀行或中信證券經紀香港有理由相信 eDDI 未有妥善授權，或出現與客戶系統或客戶使用實時直接轉賬服務相關的違反安全的任何其他行為，中信證券經紀香港保留權利不處理或延遲處理 eDDI，而中信證券經紀香港將在合理可行情況下盡快通知客戶；中信證券經紀香港對此不承擔任何責任；
- (n) 客戶必須在登入我們的網站後方可使用 eDDA 及 eDDI 功能，故此須遵從我們網站公佈的安全指示  
（見以下鏈接）以保護閣下的互聯網買賣及手機買賣應用程式登入賬戶：

<https://www.csb.com.hk/customer-service-faq-other.php?id=2003>

9. 閣下同意並確認，中信證券經紀香港、相關人士及其代名人無須對閣下或任何其他人士可能發生的或遭受的因下述事項引起的或與此相關的任何損失、損害賠償、任何形式的花用、費用或支出承擔任何責任：
- (a) 為閣下的指定銀行賬戶設定 eDDA；
  - (b) 拒絕閣下的 eDDA 服務申請；
  - (c) 處理或執行 eDDI，但直接並且完全由於我們自己的欺詐、嚴重疏忽或故意違約造成的損失、損害賠償或費用除外；
  - (d) 閣下可能由於中信證券經紀香港或其代名人或銀行採取或未有採取與 eDDA 或處理任何 eDDI 相關的行動（在中信證券經紀香港並無欺詐、嚴重疏忽、故意違約或惡意的情況下）遭受的任何損失；
  - (e) 任何法律要求、監管機構或當局的要求或法庭或仲裁庭的命令或指令而採取或未有採取的行動；
  - (f) 任何 eDDI 不清晰或不完整而導致未能採取行動；
  - (g) 銀行或閣下的參與銀行出現或造成任何延誤、未能提供服務、中斷、故障或錯誤；
  - (h) 結算公司轉數快或相關設施或服務出現任何延誤、未能提供服務、中斷、故障或錯誤；
  - (i) 互聯網、手機平台或任何電子、電腦或其他系統出現任何延誤、未能提供服務、中斷、故障或錯誤；或
  - (j) 中信證券經紀香港及其代名人或銀行可控制範圍以外的任何事宜。

倘裁定中信證券經紀香港對閣下負有責任，閣下同意中信證券經紀香港根據本條承擔的全部責任不得超過中信證券經紀香港從 eDDI 傳輸的相關交易中收取的佣金總額。

10. 在任何情況下，中信證券經紀香港均無須對閣下或任何第三方就與本協議相關的任何間接、懲罰性、附帶、特殊或相應而生的損害賠償（包括但不限於違反合同或保證或疏忽或嚴格責任引起的損害賠償）負責，即使該方已獲告知出現此等損害賠償的可能性，且不論申索依據的法律或衡平法理論（合同、侵權或其他方面）。
11. 在適用規定許可的範圍內，閣下須賠償中信證券經紀香港及其相關人士及聯屬公司就下述事項引起或與此相關的一切訴訟、申索、程序、損失、損害賠償、稅項、支出及費用並使我們免受其損失。
- (a) 接受閣下提出要求 eDDA 的指示並就此行事；
  - (b) 接受閣下發出的任何 eDDI 並就此行事；
  - (c) 履行本 eDDA 條款項下的責任；
  - (d) 閣下違反閣下的任何責任或違反 CSBHK 條款或本 eDDA 條款；

- (e) 中信証券經紀香港或其代名人根據中信証券經紀香港按其絕對酌情權相信由閣下或閣下的代表作出的任何指示或通訊，或閣下未發出任何指示而採取或未採取的行動；
  - (f) 任何監管機構或其代表進行的任何程序或調查；及
  - (g) 中信証券經紀香港或其相關人士為遵守任何適用規定而真誠作出的任何作為。
12. 中信証券經紀香港根據適用的實務守則或行為守則或其內部政策的要求而發出合理通知後，即可隨時及不時修訂本 eDDA 條款。該等條文、任何修訂及 / 或增補以通知方式敦請閣下注意時隨即生效，倘閣下於該通知生效日期後繼續使用我們提供的任何互聯網買賣或手機買賣服務，即視為該等條文、任何修訂及 / 或增補獲閣下接受且對閣下具有約束力。
  13. 除本 eDDA 條款所述者外，閣下或我們以外的任何人士概無權根據香港法例第 623 章《合約（第三者權利）條例》執行本 eDDA 條款的任何條文或享有該等條文的利益。
  14. 倘本 eDDA 條款的中英文版本存在差異，則以英文版本為準。
  15. 本 eDDA 條款受香港法律管轄並根據香港法例詮釋。CSBHK 條款的管轄權條款亦適用於本 eDDA 條款。
  16. 點擊本頁面的「接受」按鈕，即表示閣下確認已閱讀並充分考慮及同意本 eDDA 條款(包括以上警告)，且同意受其約束。

中信証券經紀（香港）有限公司  
2021 年 1 月