

Terms and conditions for GIRO arrangements via the OCBC eGIRO Service

有关通过华侨银行 eGIRO 服务作出 GIRO 安排的条款与条件

1. Introduction 引言

- 1.1 These terms and conditions ("**Terms**") apply to and regulate your (the "**Customer**") use of the eGIRO service offered by Oversea-Chinese Banking Corporation Limited Singapore (the "**Bank**") in accordance with these Terms ("**OCBC eGIRO Service**"). The Terms apply where the Customer is participating in the eGIRO scheme as an applicant and where the Bank is participating in the eGIRO Scheme as an applicant bank for the Customer.

这些条款与条件("**条款**")适用于并规限您("**客户**")使用新加坡华侨银行有限公司("本行")按照这些条款提供的 eGIRO 服务("**华侨银行 eGIRO 服务**")之行为。这些条款适用于客户作为申请人参与 eGIRO 计划而本行作为客户申请行参与 eGIRO 计划之情形。

- 1.2 The Bank may provide Electronic Services relating to the eGIRO Scheme to the Customer subject to the continuing conditions set out in these Terms.

本行可向客户提供与 eGIRO 计划相关的电子服务，但须遵守这些条款中所述持续条件。

- 1.3 The eGIRO Scheme enables the Customer to perform and complete the following activities electronically via a Participating BO Landing Page:

eGIRO 计划支持客户通过参与 BO 登录页以电子方式执行和完成下列活动：

- (a) create direct debit authorisations electronically via a Participating BO Landing Page for the relevant Participating BO to initiate direct debit collections via GIRO or FAST directly from its designated Account and maintained with the Bank ("**eGIRO Creation Request**"); and

通过参与 BO 登录页以电子方式创建直接借记授权，以便相关参与 BO 通过 GIRO 或 FAST 从其在本地行所持指定账户发起直接借记收款("**eGIRO 创建请求**"); 及

- (b) where enabled by the relevant Participating BO, cancel any eGIRO Creation Request with respect to such Participating BO via its Participating BO Landing Page ("**eGIRO Cancellation Request**"). Where such cancellation functionality is not enabled by the relevant Participating BO via its Participating BO Landing page, the Customer acknowledges and agrees that the cancellation of any such eGIRO Creation Request will need to be submitted to the Bank in accordance with such processes, procedures and/or conditions as may be prescribed by the Bank from time to time.

在相关参与 BO 开通取消功能的情况下，通过其参与 BO 登录页取消有关该参与 BO 的任何 eGIRO 创建请求。如果相关参与 BO 未通过其参与 BO 等登录页开通取消功能，客户认可与同意，取消任何该等 eGIRO 创建请求需要按照本行不时规定之流程、程序和 / 或条件提交本行。

- 1.4 The term "OCBC eGIRO Service" shall be deemed to include any notifications, communications or services referred to in these Terms and/or any services, functions and features made available through such part of the Electronic Banking Services which relates to or forms part of any eGIRO transaction. For the avoidance of doubt, the "Electronic Banking Services" shall mean the OCBC Internet Banking Service, OCBC Mobile Banking Service, OCBC Phone Banking Service, OCBC ATM Service and/or any other services provided or made available under the OCBC Terms and Conditions governing Electronic Banking Services.
- 术语“华侨银行 eGIRO 服务”应视为包括这些条款中所述任何通知、通信或服务或 / 或通过电子银行服务中涉及任何 eGIRO 交易之部分而提供的任何服务、功能和特性。为避免疑虑,“电子银行服务”系指华侨银行网上银行服务、华侨银行手机银行服务、华侨银行电话银行服务、华侨银行 ATM 服务和 / 或“有关电子银行服务的条款与条件”项下提供的任何其他服务。
- 1.5 The OCBC eGIRO Service is provided as part of the Electronic Banking Services, and accordingly these Terms are in addition to and shall be read in conjunction with: 华侨银行 eGIRO 服务是电子银行服务的一部分,因此,这些条款应作为下列条款之补充,并结合该等条款一并阅读:
- (a) the OCBC Terms and Conditions governing Electronic Banking Services (any reference to the relevant Electronic Banking Service in the OCBC Terms and Conditions governing Electronic Banking Services shall include a reference to the OCBC eGIRO Service); and
“华侨银行有关电子银行服务的条款与条件”(在“华侨银行有关电子银行服务的条款与条件”中,凡提及相关电子银行服务,应包括华侨银行 eGIRO 服务);及
- (b) provided that in the event of conflict or inconsistency, the most stringent provision shall prevail to the extent of such conflict or inconsistency.
如果存在任何冲突或不一致,则就该等冲突或不一致而言,应以最严格的规定为准。
- 1.6 The Customer must accept and agree to these Terms, and the OCBC Terms and Conditions governing Electronic Banking Services before the Customer is able to use the OCBC eGIRO Service. The Customer further agrees to comply with all guidelines, policies and procedures pertaining to use of the OCBC eGIRO Service issued by or on behalf of the Bank from time to time, as well as any applicable laws or regulations. The Customer represents, undertakes and warrants that it shall not use the eGIRO Scheme in connection with any transaction, operation or activity prohibited by applicable laws or regulations. By accepting and agreeing to these Terms, the Customer acknowledges and agrees that it has successfully opted-in for the OCBC eGIRO Service. For an eGIRO transaction to be conducted, the Customer will need to:
- 如欲使用华侨银行 eGIRO 服务,客户必须接受和同意这些条款和“华侨银行有关电子银行服务的条款与条件”。客户亦同意遵守由本行或代表本行不时发布有关使用华侨银行 eGIRO 服务的所有准则、政策和程序,以及任何适用法律法规。客户声明、承诺与保证,其不得将 eGIRO 计划用于适用法律法规禁止的任何交易、操作或活动。若接受和同意这些条款,即表示客户认可与同意,其已成功选择加入华侨银行 eGIRO 服务。对于拟进行的 eGIRO 交易,客户将需要:

- (a) be a retail customer of the Bank with a valid and active Singapore dollar current or savings account with the Bank ("**Account**"); and
是本行的散户客户，已在本行开立有效的新加坡元活期或储蓄账户("账户");
及
- (b) be a valid user of the relevant Electronic Banking Service prescribed by the Bank from time to time through which the eGIRO transaction is to be carried out;
是本行不时规定之相关电子银行服务的有效用户，eGIRO 交易通过该等服务予以执行;
- (c) (Where appropriate) have installed the OCBC Mobile Banking application on your mobile phone and be a valid user of the OCBC Mobile Banking Transaction Services;
and
(如适用)已在您的手机上安装华侨银行手机银行应用，且是华侨银行手机银行交易服务的有效用户; 及
- (d) comply with these Terms,
遵守这些条款。

2. Definitions 定义

All other terms and references used in these Terms and which are defined or construed in the OCBC Terms and Conditions governing Electronic Banking Services but are not defined or construed herein shall have the same meaning and construction when used in these Terms.

这些条款中使用但未作定义或解释的所有词汇和表述，应具有在“华侨银行有关电子银行服务的条款与条件”中赋予该等词汇和表述之相同涵义。

“ABS” means the Association of Banks in Singapore (UEN No.: S73SS0047K), a society registered in Singapore and having its registered address at #12-08, MAS Building, 10 Shenton Way, Singapore 079117.

“ABS”: 系指新加坡银行业协会(UEN 编号: S73SS0047K), 在新加坡注册的协会, 其注册地址位于新加坡珊顿道 10 号 MAS 大厦#12-08, 邮编 079117。

“eGIRO Cancellation Request” is defined in Clause 1.3(b).

“eGIRO 取消请求”: 定义见第 1.3(b)条。

“eGIRO Creation Request” is defined in Clause 1.3(a).

“eGIRO 创建请求”: 定义见第 1.3(a)条。

“eGIRO Scheme” means the electronic direct debit authorisation scheme designated or known as “eGIRO” (or such other successor or replacement name as may be designated by ABS from time to time), including the services, content and functions made available in relation to such scheme.

“eGIRO 计划”：系指指定或称作“eGIRO”(或是 ABS 不时指定的其他后继或替换名称)的电子直接借记授权计划，包括在该等计划方面提供的服务、内容和功能。

“Electronic Instructions” means any instructions, directions, communications, or requests provided to the Bank under any Electronic Services for or in connection with the eGIRO Scheme (including eGIRO Creation Request(s) and eGIRO Cancellation Request(s)) which are referable to the Customer’s Access Credential or such other form or means of identification as may be identified by the Bank in its absolute discretion from time to time.

“电子指令”：在任何电子服务项下，通过客户的访问凭证或是本行不时酌情确定的其他识别方式，就 eGIRO 计划而提供给本行的任何指令、指示、通信或请求(包括 eGIRO 创建请求和 eGIRO 取消请求)。

“FAST” means “Fast and Secure Transfers”, a payment rail managed by the Singapore Clearing House Association.

“FAST”：系指“快速安全转账”，由新加坡清算所协会管理的支付轨道。

“GIRO” means “General Interbank Recurring Order”, a payment rail managed by the Singapore Clearing House Association.

“GIRO”：系指“一般银行循环订单”，由新加坡清算所协会管理的支付轨道。

“eGIRO Operator” means a third-party operator designated by ABS from time to time to operate the system underlying the eGIRO Scheme, for the purposes of facilitating the submission, transmission and validation of electronic direct debit authorisations under the eGIRO Scheme.

“eGIRO 运营商”：系指 ABS 不时指定的第三方运营商，负责操作 eGIRO 计划相关系统，便于在 eGIRO 计划项下提交、传送和验证电子直接借记授权。

“Participating Bank” means an entity which is for the time being entitled to participate in the eGIRO Scheme as an applicant bank and/or a billing organisation bank. A current list of such entities is available at: [eGIRO \(abs.org.sg\)](http://eGIRO(abs.org.sg)).

“参与银行”：系指当时有权作为申请行和 / 或记账行参与 eGIRO 计划的实体。关于该等实体的最新名单，可访问：[eGIRO \(abs.org.sg\)](http://eGIRO(abs.org.sg))。

“Participating BO” means an entity admitted to use the eGIRO Scheme, and is for the time being entitled under the eGIRO Scheme to obtain electronic direct debit authorisations from its customers and/or corporate clients for direct debit collections via GIRO or FAST directly from designated Accounts.

“参与 BO”：系指获准使用 eGIRO 计划的实体，且当时有权根据 eGIRO 计划获得其顾客和 / 或企业客户的电子直接借记授权，通过 GIRO 或 FAST 从指定账户进行直接借记收款。

“Participating BO Landing Page” means, in respect of a Participating BO, the webpage(s) or landing page(s) on such part of the website or mobile application operated and/or owned by such Participating BO for use in connection with the eGIRO Scheme.

“参与 BO 登录页”：就某参与 BO 而言，系指该参与 BO 运营和 / 或拥有的网站或移动应用中用于 eGIRO 计划的网页或登录页。

“Purpose” means: (i) to give effect to any Electronic Instruction; and (ii) for compliance with any applicable laws (including but not limited to the Personal Data Protection Act 2012), order of any court or government or regulatory authority in any jurisdiction.

“目的”：系指(i)使任何电子指令生效；及(ii)遵守任何司法管辖区的适用法律(包括但不限于2012年《个人数据保护法》)或是任何法院、政府或监管机构的命令。

3. General terms on the use of the eGiro system

有关使用 eGiro 系统的一般条款

3.1 The Customer represents, warrants and undertakes that all information provided to the Bank in connection with an eGIRO Creation Request or a cancellation request in respect of an eGIRO Creation Request (including an eGIRO Cancellation Request or a cancellation request submitted to the Bank in accordance with such processes, procedures and/or conditions as may be prescribed by the Bank from time to time) (in each case, a “Cancellation Request”) is and remains true, accurate and complete in all respects and that it has not withheld any relevant information. In the event that such information is or becomes inaccurate, misleading or incomplete, the Customer shall promptly update the Bank. The Bank shall have no duty and shall not be required to take any steps to assess or verify or seek any other confirmation from any party as to the reasonableness, completeness, truth, accuracy, authenticity or contents of any such information provided by the Customer. 客户声明、保证与承诺，就 eGIRO 请求或相关取消请求(包括 eGIRO 取消请求或按照本行不时规定之流程、程序和 / 或条件提交本行的取消请求，“取消请求”)而提供给本行的信息在所有方面均属实、准确和完整，且其未隐瞒任何相关信息。如果该等信息不准确、具误导性或不完整，或是变得不准确、具误导性或不完整，客户应及时告知本行。本行无责任亦无须采取任何措施评估、核实或要求任何方确认客户所提供任何该等信息的合理性、完整性、真实性、准确性和内容。

3.2 For the purpose of authorising the eGIRO Creation Request or an eGIRO Cancellation Request, the Customer will be redirected from the Participating BO Landing Page to the relevant Electronic Services provided by the Bank to the Customer for such purpose, and accordingly these Terms are in addition to and shall be read in conjunction with such other terms and conditions applicable to the access to and/or use by the Customer of such Electronic Services.

为授权 eGIRO 创建请求或 eGIRO 取消请求之目的，客户将从参与 BO 登录页转至本行提供给客户的相关电子服务，因此，这些条款应作为适用于客户访问和 / 或使用该等电子服务的其他条款与条件之补充，并结合该等条款一并阅读

3.3 Notwithstanding the authorisation by the Customer of an eGIRO Creation Request through its access to and/or use of the Electronic Services or its submission of a Cancellation Request, the Customer agrees and acknowledges that the direct debit authorisation or cancellation of such direct debit authorisation shall take effect only after such request has been successful

processed by the Bank. Unless and until such request has been processed, the Customer shall ensure that:

即便客户通过访问和 / 或使用电子服务授权 eGIRO 创建请求或提交取消请求, 客户同意与认可, 直接借记授权或取消该等直接借记授权只有在本行成功处理该等请求后方可生效。在该等请求获得处理之前, 客户应确保:

- (a) in the case of an eGIRO Creation Request, the Customer shall continue to make the necessary payments directly to the relevant Participating BO using alternative payment methods until the direct debit authorisation becomes effective; and 就 eGIRO 创建请求而言, 客户应继续采用替代付款方式直接向相关参与 BO 支付必要款项, 直至直接借记授权生效; 及
- (b) in the case of a Cancellation Request, the Customer shall continue to ensure that there are sufficient and immediately available funds in its designated Account at all times to enable the Bank to act upon the Participating BO Request (defined below). 就取消请求而言, 客户应继续确保其指定账户内始终有足够可用资金, 以便本行执行参与 BO 请求(定义见下文)。

- 3.4 Notwithstanding the submission of eGIRO Creation Request(s) by the Customer and without prejudice to any other Terms and these Terms, the Customer agrees and acknowledges that it remains solely responsible for the full and timely payment of any amounts payable to the relevant Participating BO(s), and that neither the Bank nor ABS shall be liable for any failure or any delay by the Customer to do so.

即便客户提交 eGIRO 请求, 在不影响任何其他条款及这些条款的情况下, 客户同意与认可, 其始终独自负责及时全额支付应付给相关参与 BO 的任何款项, 客户没有或延迟这样做的, 本行和 ABS 均无须负责。

4. eGIRO Creation Request eGIRO 创建请求

- 4.1 For each submission of an eGIRO Creation Request by the Customer, the Customer agrees and acknowledges that:

对于客户每次提交 eGIRO 创建请求, 客户同意与认可,

- (a) the relevant Participating BO shall be entitled to initiate direct debit collections via GIRO or FAST directly from its designated Account, and the Customer hereby instructs and authorises the Bank to act upon and process any request received from the Participating BO to debit its designated Account for such amounts as may be specified by such Participating BO from time to time (subject to any payment limit as may be specified in such eGIRO Creation Request and/or as may be prescribed by the Bank from time to time) (a “**Participating BO Request**”) and effect payment to the relevant Participating BO, in each case without prior or further reference or notice to the Customer, and without any prior or further consent or confirmation from the Customer;

(b)

相关参与 BO 有权通过 GIRO 或 FAST 从其指定账户发起直接借记收款，且客户特此指示和授权本行执行和处理来自参与 BO 的任何请求，从其指定账户扣除该参与 BO 不时订明之金额(不得超过该等 eGIRO 创建请求中所述和 / 或本行不时规定的任何付款限额)(“参与 BO 请求”)，付款给相关参与 BO，在每种情况下，无须事先咨询或通知客户，亦无须事先征求客户同意或确认；

(c) the Bank shall be entitled to treat any Participating BO Request as being Electronic Instructions from the Customer that are irrevocable, unconditional, conclusive and binding on the Customer, and the Customer acknowledges and agrees that if the Bank may (in its sole and absolute discretion)

本行有权将任何参与 BO 请求视为客户的电子指令，不可撤销、无条件、具有决定性并对客户产生约束力，且客户认可与同意，本行可(酌情)：

(i) decline to act on any such Electronic Instructions and/or to delay acting on any such Electronic Instructions, whether in part or in whole, if the Bank determines that there is any ambiguity or inconsistency or conflict in any such Electronic Instructions unless and until the ambiguity or conflict has been resolved to the Bank's satisfaction; or

在其认为任何该等电子指令中存在任何冲突、含糊或不一致时，拒绝和 / 或延迟执行任何该等电子指令，直至该等含糊或冲突以本行满意之方式得到解决；或

(ii) act upon any such Electronic Instructions as it deems fit, regardless of whether there are any other ambiguous or conflicting Participating BO Requests and/or Electronic Instructions from the Customer.

在其认为合适时，执行任何该等电子指令，不论是否有来自客户的任何其他含糊或冲突性的参与 BO 请求和 / 或电子指令。

(c) without affecting any of the foregoing, (i) the Bank is not obliged to effect payment if the relevant Participating BO does not initiate direct debit collections via GIRO or FAST in the manner prescribed by the Bank; and (ii) the Bank does not have any control over the date on which, or the amount for which, the relevant Participating BO may initiate direct debit collections via GIRO or FAST, and the Bank shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to any such date, any due date for payment or payment amount;

在不影响前述规定的情况下，(i)如果相关参与 BO 未按本行规定之方式通过 GIRO 或 FAST 发起直接借记收款，则本行无义务执行付款；及(ii)对于相关参与 BO 可通过 GIRO 或 FAST 发起直接借记收款的日期或金额，本行无任何控制权，且本行无责任亦无须采取任何措施核实或要求任何方确认任何该等日期、付款到期日或付款金额；

- (d) its electronic instruction and authorisation to the Bank provided under Clause 4.1(a) shall remain effective and in force until the earliest of the following:
其第 4.1(a)条项下提供给本行的电子指令和授权应持续有效，直至下列最早日期：
- (i) in respect of an eGIRO Creation Request, the expiry date as may be specified in the eGIRO Creation Request;
就 eGIRO 创建请求而言，eGIRO 创建请求中订明的截止日期；
 - (ii) in respect of a Cancellation Request, the effective date of the Cancellation Request provided that it has been received and successfully processed by the Bank; or
就取消请求而言，取消请求的生效日期，前提是本行已收到并成功处理取消请求；或
 - (iii) such date as the Bank may notify the Customer from to time;
本行不时告知客户的任何日期。
- (e) it shall ensure that it has sufficient and immediately available funds in its designated Account at all times to enable the Bank to act upon and process any Participating BO Request, failing which the Bank may determine, at its sole and absolute discretion, that:
其应确保指定账户内始终有足够可用资金，以便本行执行和处理任何参与 BO 请求，否则，本行可酌情确定：
- (i) any such Participating BO Request shall not be acted upon and the Bank shall not effect payment of the relevant amounts to the Participating BO and in such event, the Bank shall have the right to determine, in its sole and absolute discretion, any fees payable by the Customer in connection with each unsuccessful debiting of its designated Account; or
任何该等参与 BO 请求不得予以执行，且本行不得向参与 BO 支付相关款项，在这种情况下，本行有权酌情确定客户因其指定账户每次扣款失败而应付的任何费用；或
 - (ii) any such Participating BO Request shall be acted upon and processed, and the Bank shall effect payment of the relevant amounts to the Participating BO and in doing so, the Bank shall have the right, in its sole and absolute discretion, to impose a charge on the Customer, even if this results in any overdraft or an increase of any overdraft on its designated Account
任何该等参与 BO 请求予以执行，且本行应向参与 BO 支付相关款项，如若这样做，本行有权酌情向客户收取费用，即便这会导致其指定账户发生或增加透支。

5. eGIRO Cancellation Request eGIRO 取消请求

5.1 Notwithstanding the submission of a Cancellation Request by the Customer and Clause 3.3: 即便客户提交取消请求及第 3.3 条作出规定：

- (a) the Customer agrees and acknowledges that the Bank may have received and processed and/or acted upon a Participating BO Request that was submitted on or before the effective date of such Cancellation Request, and in such event, the Bank

shall not be obliged to reverse or cancel any such debit effected by the Bank from its designated Account; and

客户同意与认可，本行可能已收到并处理和 / 或执行在该等取消请求的生效日期或之前提交的参与 BO 请求，在这种情况下，本行无义务转回或取消本行从其指定账户执行的任何该等借记；及

- (b) the Customer shall ensure that it continues to comply with Clause 4.1(e), failing which the Bank may determine, at its sole and absolute discretion, whether or not to act upon such Participating BO Request in accordance with Clause 4.1(e). 客户应确保其继续遵守第 4.1(e)条之规定，否则本行可酌情确定是否根据第 4.1(e)条执行该等参与 BO 请求。

6. Disclosure, collection, use and processing of information 披露、采集、使用和处理信息

- 6.1 Where any information (including personal data) relating to any eGIRO Creation Request or Cancellation Request or the use of and/or access to the Electronic Services and eGIRO Scheme by the Customer, is or will be disclosed, collected, used and/or processed by the OCBC Group and/or the OCBC Representatives, the Customer consents to the collection, use and disclosure of the Customer's personal data (including name, NRIC, passport number or other identification number on file with the Bank and any other information in the Bank's records that relate to the Customer or that the Customer has provided in connection with the eGIRO Creation Requests, Cancellation Requests or otherwise submitted to the Bank in connection with the use of and/or access to any Electronic Services and the eGIRO Scheme). 有关任何 eGIRO 创建请求或取消请求或是客户使用和 / 或访问电子服务和 eGIRO 计划的任何信息被或将被华侨集团和 / 或华侨银行代表披露、采集、使用和 / 或处理的，客户同意如此采集、使用和披露客户的个人数据(包括姓名、NRIC、护照号码或在本行备案的其他身份识别号码，以及与客户相关或客户在就使用和 / 或访问任何电子服务和 eGIRO 计划而提交本行的 eGIRO 创建请求、取消请求或其他请求方面提供并在本行登记的任何其他信息)。

- 6.2 The Customer agrees that Clause 31.2 of Terms and Conditions governing Electronic Banking Services shall apply to the disclosure of any of the foregoing information, including without limitation any disclosure to:
客户同意，“有关电子银行服务的条款与条件”第 31.2 条适用于披露前述任何信息之情形，包括但不限于向下列各方作出披露：

- (a) any person purporting to be the Customer upon verification of his identity by the Bank to its satisfaction in accordance with its prevailing procedures;
任何声称是客户之人，本行已按照其现行程序核实其身份。
- (a) ABS and the eGIRO Operator for the Purpose; and/or
ABS 和 eGIRO 运营商；和 / 或
- (b) the relevant Participating BO and/or the relevant Participating Bank acting as the billing organisation bank for such Participating BO, in each case for the Purpose.
相关参与 BO 和 / 或作为该参与 BO 之记账行的相关参与银行。

7. Evidence and records 证据与记录

- 7.1 The Customer agrees and acknowledges that the records of or maintained by the Bank of: (i) any Electronic Instructions (whether authorised by the Customer or not); (ii) the authorisations or operations made or performed, processed or effected through the Electronic Services by the Customer or any person purporting to be the Customer, acting on its behalf or purportedly acting on its behalf, with or without its consent; and (iii) any communications, authorisations, Electronic Instructions or operations relating to the operation of the Electronic Services and/or eGIRO Scheme, in each case shall be binding on the Customer for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, Electronic Instructions or operations.

客户同意与认可，本行有关下列方面之记录：(i)任何电子指令(无论是否获得客户授权)；(ii)客户或任何声称是客户、代表客户或声称代表客户之人(无论是否经客户同意)通过电子服务作出、执行或处理的授权或操作；及(iii)与电子服务和 / 或 eGIRO 计划运作相关的任何通信、授权、电子指令或操作，在每种情况下，均对客户产生约束力，并构成该等通信、授权、电子指令或操作的决定性证据。

8. General 一般规定

- 8.1 The Customer agrees and acknowledges that:
客户同意与认可：

- (a) these Terms is solely between the Bank and the Customer (and no other party). Accordingly, the Customer has no right or claim against ABS in respect of such terms and conditions;
这些条款仅限于本行与客户之间(不适用于其他方)。因此，客户不就该等条款与条件对 ABS 享有任何权利或主张；
- (b) neither the Bank nor ABS is involved in, nor shall the Bank or ABS be responsible for, any Electronic Instructions, transactions or communications made between the Customer and any Participating BO involving the access to and/or use of the Electronic Services, eGIRO Scheme, FAST and/or GIRO;
本行和 ABS 不涉及客户和任何参与 BO 之间有关访问和 / 或使用电子服务、eGIRO 计划、FAST 和 / 或 GIRO 的任何电子指令、交易或通讯，亦不对此负责；
- (c) under no circumstances shall it be construed that the Bank and/or ABS have endorsed or sponsored or are responsible or involved in the provision of any products obtained and/or purchased from or services rendered by any Participating BO or any relevant third party, which shall remain the responsibility of the Customer, Participating BO and/or any relevant third party. The Customer shall be solely responsible for any products or services that are procured from the relevant Participating BO or any relevant third party and the Customer shall have accepted all risks associated with such products or services and agrees that neither the Bank nor ABS shall be liable in any respect for such products or services (including the delivery or fulfilment of any requirements or obligations by the Participating BO in relation thereto).

在任何情况下，均不得理解为本行和 / 或 ABS 已认可、担保或涉及提供向任何参与 BO 或相关第三方获取和 / 或购买或由任何参与 BO 或相关第三方提供的任何产品，亦不对此负责，这应始终是客户、参与 BO 和 / 或相关第三方的责任。对于从相关参与 BO 或第三方处获取的任何产品或服务，由客户独自负责，且客户应承担与该等产品或服务相关的所有风险，并同意，本行和 ABS 均无须对该等产品或服务负责(包括交付或履行参与 BO 在此方面的任何要求或义务)。

- (d) neither the Bank nor ABS endorse nor assume any responsibility in respect of the Participating BO Landing Pages, and the Customer shall have accepted all risks relating to its access to, and use of, the Participating BO Landing Pages; 本行和 ABS 均不认可或承担有关参与 BO 登录页的任何责任，且客户应承担与其访问和使用参与 BO 登录页相关的所有风险；
- (e) it shall be solely responsible for its access to, or use of, the Participating BO Landing Pages, including its compliance with the relevant terms and conditions for the access to or use of such Participating BO Landing Pages, as may be prescribed by the relevant Participating BO; and
对于其访问或使用参与 BO 登录页，其应独自负责，包括遵守有关访问或使用该等参与 BO 登录页的条款与条件(由相关参与 BO 作出规定)；及
- (f) the eGIRO Scheme is provided on an “as is” and “as available” basis without warranty of any kind and that the accessibility and operation of the eGIRO Scheme, FAST and/or GIRO may rely on technologies outside the control of the Bank and/ or ABS’ control.
eGIRO 在“可用”基础上“按原样”提供，不作任何保证，且 eGIRO 计划、FAST 和 / 或 GIRO 的可访问性和运作可能取决于本行和 / 或 ABS 控制范围以外技术情况。

9. Suspension, variation and termination of eGIRO Scheme 暂停、更改和终止 eGIRO 计划

- 9.1 The Customer agrees and acknowledges that ABS may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the eGIRO Scheme (including in connection with unplanned downtime or scheduled maintenance of the relevant systems) and shall not be liable if any such upgrade, modification, suspension or alteration to or discontinuation of the eGIRO Scheme prevents the Customer from using or accessing the eGIRO Scheme and/or any part or feature thereof.

客户同意与认可，ABS 可不时升级、修订、更改、暂停或终止提供或是全部或部分移除 eGIRO 计划(包括涉及相关系统意外停机或定期维护)，无须说明理由或提前通知，且若因此而导致客户无法使用或访问 eGIRO 计划和 / 或其中任何部分或功能的，ABS 无须承担责任。

10. eGIRO mark and name eGIRO 标记和名称

- 10.1 The mark and name “eGIRO” is exclusively owned by ABS and such mark or name cannot be used save as expressly authorised by ABS and in accordance with any directions given by ABS from time to time. Nothing in the eGIRO Scheme, the Electronic Services prescribed by the Bank and/or these Terms shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag or as a “hot” link to any other website) the “eGIRO” mark and name, without the written permission of ABS. Without limiting the foregoing, the Customer agrees and acknowledges that it will not use in any way and will not reproduce any trademark, logo, trade name and/or similar mark that is associated with “eGIRO”, without the prior written consent of ABS.

“eGIRO”标记和名称归 ABS 专属所有，对该等标记或名称之使用须经 ABS 明确授权，并按照 ABS 不时发出的任何指示执行。eGIRO 计划、本行规定的电子服务和 / 或这些条款均不得理解为通过暗示、禁止反言或其他方式授予任何许可或权利使用(包括作为元标签或对任何其他网站的“热”链接)“eGIRO”标记和名称，而无须经 ABS 书面许可。在不限制前述规定的情况下，客户同意与认可，未经 ABS 事先书面同意，其不得以任何方式使用亦不会复制与“eGIRO”相关的任何商标、徽标、商业名称和 / 或类似标记。

11. Contracts (Rights of Third Parties) Act 合同(第三方权利)法

- 11.1 The provisions of the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) shall apply in respect of ABS which the Customer and the Bank agree, has been conferred rights and benefits under the relevant Terms.

《合同(第三方权利)法》(新加坡法律第 53B 章)之规定适用于 ABS，其经客户和本行同意，已获授相关条款项下权益。

12. Governing law 适用法律

- 12.1 Any dispute, controversy or claim arising from or in connection with these Terms shall be governed by Singapore law.

因这些条款而产生或与之相关的任何争议、分歧或索赔，均受新加坡法律约束。

- 12.2 The Customer hereby undertakes to each member of the OCBC Group and their respective branches, subsidiaries, representative offices, affiliates and agents that by accessing and/or using any Electronic Services relating to the eGIRO Scheme and/or eGIRO Scheme:

客户特此向华侨银行集团旗下每个成员及其各自分支机构、子公司、代表处、关联人和代理人承诺，若访问和 / 或使用与 eGIRO 计划相关的任何电子服务和 / 或 eGIRO 计划，则：

- (a) the courts of Singapore shall have exclusive jurisdiction to settle any dispute, controversy or claim arising out of or in connection with any matters under these Terms; and

对于因这些条款项下任何事项而产生或与之相关的任何争议、分歧或索赔，新加坡法院拥有专属管辖权；及

- (b) it shall not object to the courts of Singapore on the ground that it is an inappropriate or inconvenient forum or otherwise.

其不得以法庭不适当或不便为由对新加坡法院提出异议。

Disclaimer

The Chinese version of Terms and Conditions Governing Funds Transfer is for reference only. In the event of inconsistency between the English and Chinese version, the English version shall prevail.

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