

南洋商業銀行有限公司

「自動轉撥服務」條款及細則

Nanyang Commercial Bank, Limited

Terms and conditions of Auto-Sweeping Service



「自動轉撥服務」條款及細則（“條款”）

「自動轉撥服務」

1 定義及釋義

- 1.1 「賬戶持有人」指「存入賬戶」及「扣款賬戶」的持有人。
- 1.2 「營業日」指本行在香港營業及履行支付或收取顧客所發出或存入的支票的銀行服務日；
- 1.3 「截止時間」指本行為釐定轉撥額而不時指定的營業日的某個時間；
- 1.4 「存入賬戶」是以賬戶持有人名義在本行開立的往來賬戶，並由賬戶持有人指定且由本行接納為「存入賬戶」；
- 1.5 「扣款賬戶」是與「存入賬戶」貨幣相同且以賬戶持有人名義在本行開立的儲蓄賬戶，並由賬戶持有人指定且由本行接納為「扣款賬戶」。

- 2 本行僅在本條款的規限下向賬戶持有人提供本自動轉撥服務。
- 3 如「存入賬戶」在任何營業日的截止時間因開出的支票導致餘額不足以支付票款時，本行將在當日由「扣款賬戶」自動轉撥一筆支付票款與往來賬戶餘額差額的款額（「轉撥額」）至「存入賬戶」，但必須符合以下條件：
 - (a) 在該轉撥前，「存入賬戶」沒有備用抵押透支、或其備用抵押透支低於「轉撥額」（如適用）；及
 - (b) 在該轉撥前，「扣款賬戶」的可用及未負債金額超出或等同「轉撥額」；及
 - (c) 「轉撥額」不得超出本行不時全權指定的最高限額、或由賬戶持有人不時所設定的最高限額。
- 4 為免存疑，本自動轉撥服務只適用於因「存入賬戶」開出的支票而導致透支的情況。然而，即使本行可透過本自動轉撥服務作出自動轉撥，如基於任何原因本行未能結算「存入賬戶」開出的任何支票，本行並無責任由「存入賬戶」撥還任何部分的轉撥額至「扣款賬戶」。
- 5 賬戶持有人有責任不時監察及維持或促使「扣款賬戶」維持足夠可用及未負債金額，使本行可透過本自動轉撥服務不時作出自動轉撥，以履行及/或解除「扣款賬戶」對本行或任何第三方的所有適用指示、責任及債務（包括自動轉賬或直接扣賬指示）。
- 6 在不影響上述條文的一般性情況下，「存入賬戶」或/及「扣款賬戶」因任何原因被凍結，本行可在任何時間並在沒有發出通知的情況下拒絕履行本自動轉撥服務而毋須承擔責任。
- 7 登記用作本自動轉撥服務的賬戶必須為在本行開立的賬戶。
- 8 受限於本條款，若有關轉撥不符合本自動轉撥服務的資格，本行將相應履行各方之間就「存入賬戶」、「扣款賬戶」、其他賬戶或服務已存在的任何其他安排。為免存疑，並在不影響本條款的任何條文的情況下，本自動轉撥服務項下進行的轉撥均受本條款所規限，而在其他任何安排項下提供或進行的轉撥或交易則受各方之間訂立的現有協定所規限。
- 9 如您已持有自動轉撥服務，本行可接受的自行設定的每日最高轉撥額為港幣100,000元（港元賬戶）、美元12,000元（美元賬戶）及人民幣80,000元（人民幣賬戶）。

Terms and conditions of Auto-Sweeping Service (the “Terms”)

Auto-Sweeping Service

1 Definitions and Interpretation

- 1.1 “Account Holder(s)” means the holder(s) of the Funds Recipient Account and the Funds Source Account
- 1.2 “Business Day” means the day on which the Bank opens for business in Hong Kong and carries out the banking business of paying or collecting cheques which are drawn by or paid in by customers;
- 1.3 “Cut-off Time” means such time of the Business Day designated by the Bank from time to time for determination of the Transfer Amount;
- 1.4 “Funds Recipient Account” means such current account under the name of the Account Holder(s) held with the Bank, which is designated by the Account Holder(s) and accepted by the Bank as “Funds Recipient Account”;
- 1.5 “Funds Source Account” means such savings account in the same currency as that of the “Funds Recipient Account” under the name of the Account Holder(s) held with the Bank, which is designated by the Account Holder(s) and accepted by the Bank as “Funds Source Account”.

2 Subject to these Terms, the Bank shall provide this Auto-Sweeping Service to the Account Holder(s).

3 If the account balance of “Funds Recipient Account” is insufficient to settle cheque(s) payment amount at the Cut-off Time on any Business Day, the Bank will automatically transfer the difference between the cheque payment amount and the current account balance (“Transfer Amount”) from the “Funds Source Account” to the “Funds Recipient Account” on the Business Day, upon fulfilling the following conditions:

- (a) before such transfer, the amount of the available secured overdraft facility in “Funds Recipient Account” is lower than the Transfer Amount (if applicable) or there is no secured overdraft facility in “Funds Recipient Account”; and
- (b) the amount of the available cleared funds in the “Funds Source Account” is greater than or equal to the Transfer Amount before such transfer; and
- (c) the Transfer Amount must not exceed the maximum limit prescribed by the Bank from time to time at its absolute discretion, or the maximum limit designated by the Account Holder(s) from time to time.

4 For the avoidance of doubt, this Auto-Sweeping Service is only applicable to circumstances where the current account balance of the “Funds Recipient Account” is insufficient to settle cheque(s) payment amount due to any drawing of cheque(s) from that account. However, despite any automatic transfer effected by the Bank through this Auto-Sweeping Service, the Bank is not obliged to transfer any part of the Transfer Sum from the “Funds Recipient Account” back to the “Funds Source Account” if any cheque drawn

on the “Funds Recipient Account” cannot be cleared for whatever reason.

- 5 It is the Account Holder(s)’ responsibility to monitor and maintain sufficient available cleared funds in the “Funds Source Account” from time to time in order that all applicable instructions, obligations and liabilities on the “Funds Source Account” owed to the Bank or any third party (including any Autopay or direct debit instructions) can be met and/or discharged when any automatic transfer is effected by the Bank from time to time through this Auto-Sweeping Service.
- 6 Without prejudice to the generality of the foregoing provisions, the Bank may refuse to perform this Auto-Sweeping Service at any time without notice and without liability if the “Funds Recipient Account” or/and the “Funds Source Account” is/are frozen for any reason.
- 7 Accounts registered for this Auto-Sweeping Service must be accounts held with the Bank.
- 8 Subject to these Terms, if the relevant transfers are not qualified for this Auto-Sweeping Service, any other arrangements which have already been in existence between the parties regarding "Funds Recipient Account", "Funds Source Account", or other accounts or services will be implemented by the Bank accordingly. For the avoidance of doubt, and without prejudice to anything provided hereof, the transfers rendered under this Auto-Sweeping Service are governed by these Terms, and that any transfer or transaction provided or rendered under any other arrangements are to be governed by the existing agreements entered into between the parties.
- 9 If you are having Auto-Sweeping service, the daily Transfer Amount limit can be set is HKD100,000 (HKD account), USD12,000 (USD account) and RMB80,000 (RMB account).