

南洋商业银行有限公司

「自动转拨服务」条款及细则

Nanyang Commercial Bank, Limited

Terms and conditions of Auto-Sweeping Service



「自动转拨服务」条款及细则（“条款”）

「自动转拨服务」

1 定义及释义

- 1.1 「账户持有人」指「存入账户」及「扣款账户」的持有人。
- 1.2 「营业日」指本行在香港营业及履行支付或收取顾客所发出或存入的支票的银行服务日；
- 1.3 「截止时间」指本行为厘定转拨额而不时指定的营业日的某个时间；
- 1.4 「存入账户」是以账户持有人名义在本行开立的往来账户，并由账户持有人指定且由本行接纳为「存入账户」；
- 1.5 「扣款账户」是与「存入账户」货币相同且以账户持有人名义在本行开立的储蓄账户，并由账户持有人指定且由本行接纳为「扣款账户」。

2 本行仅在本条款的规限下向账户持有人提供本自动转拨服务。

3 如「存入账户」在任何营业日的截止时间因开出的支票导致余额不足以支付票款时，本行将在当日由「扣款账户」自动转拨一笔支付票款与往来账户余额差额的款额（「转拨额」）至「存入账户」，但必须符合以下条件：

- (a) 在该转拨前，「存入账户」没有备用抵押透支、或其备用抵押透支低于「转拨额」（如适用）；及
- (b) 在该转拨前，「扣款账户」的可用及未负债金额超出或等同「转拨额」；及
- (c) 「转拨额」不得超出本行不时全权指定的最高限额、或由账户持有人不时所设定的最高限额。

4 为免存疑，本自动转拨服务只适用于因「存入账户」开出的支票而导致透支的情况。然而，即使本行可透过本自动转拨服务作出自动转拨，如基于任何原因本行未能结算「存入账户」开出的任何支票，本行并无责任由「存入账户」拨还任何部分的转拨额至「扣款账户」。

5 账户持有人有责任不时监察及维持或促使「扣款账户」维持足够可用及未负债金额，使本行可透过本自动转拨服务不时作出自动转拨，以履行及/或解除「扣款账户」对本行或任何第三方的所有适用指示、责任及债务(包括自动转账或直接扣账指示)。

6 在不影响上述条文的一般性情况下，「存入账户」或/及「扣款账户」因任何原因被冻结，本行可在任何时间并在没有发出通知的情况下拒绝履行本自动转拨服务而毋须承担责任。

7 登记用作本自动转拨服务的账户必须为在本行开立的账户。

8 受限于本条款，若有关转拨不符合本自动转拨服务的资格，本行将相应履行各方之间就「存入账户」、「扣款账户」、其他账户或服务已存在的任何其他安排。为免存疑，并在不影响本条款的任何条文的情况下，本自动转拨服务项下进行的转拨均受本条款所规限，而在其他任何安排项下提供或进行的转拨或交易则受各方之间订立的现有协定所规限。

9 如您已持有自动转拨服务，本行可接受的自行设定的每日最高转拨额为港币100,000元(港元账户)、美元12,000元(美元账户)及人民币80,000元(人民币账户)。

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).