

TAI YAU BANK LIMITED

Terms and Conditions for Money Safe

The following terms and conditions (the “Terms and Conditions”) apply to the Money Safe service provided by Tai Yau Bank Limited (the “Bank”). Before using the Money Safe service, you are advised to read carefully and understand the contents and effects of these Terms and Conditions in conjunction with the Bank Terms & Conditions for All Accounts and Related Services and any other agreements and documentation which are also binding on you.

1. Money Safe is a service that allows you to lock part of the funds you deposited with the Bank to protect them from loss due to fraud and scam. The locked funds will not be used for any fund outflow through any channel including withdrawal, fund transfer, autopay, direct debit authorization, standing instruction, payment of bank fees or charges (collectively “Transactions”). The Bank reserves the right to revise from time to time the types of Transactions that would be blocked under Money Safe.
2. Money Safe is available to the types of bank account as the Bank may specify from time to time. These accounts include current account, savings account and time deposit account, denominated in Hong Kong Dollar, US Dollar, Canadian Dollar, Pound Sterling, or any other currency as the Bank may specify from time to time.
3. Once you have locked any funds for Money Safe protection, the Bank shall stop processing any Transaction involving the locked funds, pursuant to any instruction received by the Bank, after the funds have been locked (including any instruction given by you) until the locked funds are released from Money Safe protection in accordance with the procedures specified in Clause 7 below.
4. If you decide to use Money Safe
 - a. You will have to follow and complete the steps set by the Bank and give instructions to lock any funds in your account(s) or increase the locked amount for Money Safe protection. The Bank has the right to use any way it considers appropriate to lock the funds.
 - b. The Bank will set aside the locked amount in your existing account(s). Only that amount will be locked for Money Safe protection.
 - c. You will have to take necessary steps and give instructions and complete the necessary identity verification to the Bank’s satisfaction at the Bank in Hong Kong every time (i) you reduce or release any amount of locked funds from Money Safe protection; or (ii) you early uplift a time deposit under Money Safe protection. For joint name accounts, all account holders must visit the Bank in Hong Kong together in person to give the above instructions.

- d. You are solely responsible for managing your accounts on an ongoing basis to ensure that there are sufficient immediately available funds in your accounts to meet your daily and other ad hoc needs, paying attention to the Transactions you expect to conduct. The Bank will not be liable for any failures of payments and transfers attributable to the activation of Money Safe, and under no circumstances shall the Bank be responsible for any loss, consequence or inconvenience caused to you by insufficient funds in your accounts due to locking funds for Money Safe protection.
 - e. The Bank will not be responsible for any other loss suffered by you as a result of using Money Safe except for any direct and reasonably foreseeable loss caused to you directly and solely by our wilful default or gross negligence in operating the Money Safe arrangements.
 - f. You shall indemnify the Bank and hold the Bank harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank and all actions or proceedings which may be brought by or against the Bank as a result of or in connection with our provision of Money Safe or your use of Money Safe.
5. The Bank may set and change the steps, details or arrangements relating to the use of Money Safe from time to time having regard to the applicable requirements or expectations of regulatory authorities or law enforcement agencies.
6. To lock funds or increase locked amount for Money Safe protection
- a. To use Money Safe, you will have to give us clear instructions:
 - i. on the currency and the amount of funds to be locked for Money Safe protection, subject to any minimum amount (if any) set by the Bank from time to time;
 - ii. to identify the account from which the funds are to be locked for Money Safe protection; and
 - iii. if you want to lock funds from more than one account, to identify each account, the currency and the amount of funds to be locked from that account.
 - b. Clause 6(a)(i) above also applies every time you increase the funds to be locked for Money Safe protection.

7. To reduce locked amount or release locked funds from Money Safe protection
 - a. To reduce or release any locked funds from Money Safe protection, you will have to give the Bank clear instructions to identify the currency and the amount of locked funds to be reduced or released from Money Safe protection and the account holding the locked funds and complete the release procedure specified in Clause 4(c) above.
 - b. You should note that once any locked funds are released from Money Safe protection, such funds are no longer protected from fund outflows and can be used for Transactions.
8. Locking funds, increasing locked amount, or reducing or releasing locked funds will take effect after the Bank has executed your instructions. You should give the Bank instructions reasonably in advance to allow sufficient time for processing. The Bank will process your instructions as soon as practicable and usually can put your instructions in effect in three (3) business days after receiving your instruction. A business day is a reference to a day when banks are open for general banking business in Hong Kong but does not include Saturdays, Sundays or public holidays.
9. You will not be able to have access to the locked funds if you or your Authorized Person are located overseas or are otherwise unable to visit the Bank in Hong Kong in person to reduce or release any locked funds from Money Safe protection.
10. To be effective, instructions relating to Money Safe must be given by you or your Authorized Person to the Bank in accordance with the applicable provisions of our terms and conditions governing the relevant account.
11. You are fully responsible for all instructions given by you or your Authorized Person during the use of Money Safe service. The Bank shall not be liable if there is any delay in the processing or execution of the instructions given by you or your Authorized Person, or if the Bank rejects such instructions at its sole and absolute discretion.
12. Locked funds for Money Safe protection
 - a. You will continue to receive interest on the locked funds and enjoy other benefits which you are entitled to if you do not lock the relevant funds for Money Safe protection.
 - b. Interest income derived from any account, including time deposit accounts, does not fall within the scope of protection under Money Safe.

- c. If you lock funds in or from a time deposit for Money Safe protection, the funds together with the interests (if any) will continue to be locked upon the maturity or renewal of that time deposit. For the avoidance of doubt, the accrual of interest shall not be deemed to constitute protection under Money Safe and no such protection shall extend to the interest. If you want to release the locked funds with the interests (if any) in or from a time deposit from Money Safe protection, you should give the Bank express instructions in writing at least three (3) business days before the maturity date of that time deposit.

13. The Bank's rights are not affected by Money Safe

Use of Money Safe shall not affect or prejudice the rights to which the Bank is entitled in relation to your funds or accounts, including but not limited to, carrying out the following actions at its sole and absolute discretion:

- a. to apply the funds including any locked funds to settle any debts or amounts (in whole or in part) you owe the Bank in accordance with any contractual, equitable or statutory set-off or similar rights;
- b. to enforce any security interest the Bank holds against the funds including any locked funds;
- c. to suspend, freeze or close any account in accordance with the terms and conditions governing the account;
- d. to deal with the funds including any locked funds to comply with any local or foreign laws, regulations, judgments, codes, guidelines, policies and requests from any regulatory body or government department or agency, or any court order or other form of legal process imposed on the Bank; and
- e. to handle the funds including any locked funds as the Bank considers reasonable and appropriate in good faith from time to time having regard to the applicable requirements or expectations of regulatory authorities or law enforcement agencies.

14. The Bank may at any time amend these Terms and Conditions from time to time. Such amendment shall become effective subject to the Bank's notice thereof in accordance with the Bank Terms & Conditions for All Accounts and Related Services. You are deemed to agree to such amendment if you continue to maintain or use the Money Safe service on or after the effective date of such amendment.

15. These Terms and Conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. All disputes arising from or pursuant to these Terms and Conditions shall be resolved before the courts of Hong Kong, and you agree to submit to the non-exclusive jurisdiction of such courts.
16. In case of any conflict or inconsistency between the English and the Chinese versions of these Term and Conditions, the English version shall prevail.

大有銀行有限公司

智安存服務條款及細則

以下條款及細則（「條款及細則」）適用於大有銀行有限公司（「本行」）所提供的智安存服務。在使用智安存服務前，閣下應仔細閱讀並理解本條款及細則的內容及其效力，並同時參閱本行《所有戶口及相關服務條款及細則》及任何其他對閣下具有約束力的協議及文件。

1. 智安存是一項服務，讓閣下可鎖定部分存放於本行的資金，以防止因詐騙或騙局而導致的損失。被鎖定的資金將不可以透過任何渠道包括提款、轉賬、自動轉賬、直接付款授權、常設指示、支付銀行費用或收費（統稱「交易」）用作任何資金流出。本行保留不時修訂在智安存下會被阻止的交易類型的權利。
2. 智安存適用於本行不時指定的銀行賬戶類型。該等賬戶包括往來賬戶、儲蓄賬戶及定期存款賬戶，貨幣為港元、美元、加元、英鎊、或本行不時指定的其他貨幣。
3. 一旦閣下鎖定任何資金以獲得智安存保障，本行將停止處理任何涉及該等鎖定資金的交易（包括閣下所發出的指示），直至該等資金根據第7條所述程序解除智安存保障。
4. 若閣下決定使用智安存：
 - a. 閣下須依照本行所設的步驟，並發出指示以鎖定賬戶中的資金或增加鎖定金額以獲得智安存保障。本行有權以其認為合適的方式鎖定資金。
 - b. 本行將於閣下現有賬戶中劃出鎖定金額。只有該金額會被鎖定以獲得智安存保障。
 - c. 每次閣下 (i) 減少或解除任何智安存保障下的鎖定資金；或 (ii) 提早提取受智安存保障的定期存款時，均須親身前往本行，完成必要步驟及身份驗證。若為聯名賬戶，所有賬戶持有人須一同親身前往本行香港分行以發出上述指示。
 - d. 閣下須持續地管理賬戶，以確保有足夠即時可用資金應付日常及其他臨時需要，並留意預期進行的交易。本行不會就因啟用智安存而導致付款或轉賬失敗負責，亦不會在任何情況下就因鎖定資金而導致賬戶資金不足所造成的損失、後果或不便負責。

- e. 除非因本行在操作智安存安排時有蓄意違責或重大疏忽而直接並唯一導致閣下遭受直接且可合理預見的損失外，本行不會就閣下因使用智安存而遭受的任何其他損失負責。
 - f. 閣下須向本行作出彌償，並使本行免受因提供智安存或閣下使用智安存而引致或與之相關的任何責任、索償、要求、損失、損害、費用、收費及開支（包括全額賠償的法律費用及合理產生的其他開支）及任何可能由本行提出或針對本行的訴訟或法律程序。
5. 本行可因應監管機構或執法機關的適用要求或期望，不時設定及更改使用智安存的步驟、細節或安排。
6. 鎖定資金或增加鎖定金額以獲得智安存保障：
- a. 閣下須向本行發出明確指示：
 - i. 鎖定的資金貨幣及金額（須符合本行不時設定的最低金額（如有））；
 - ii. 指定用作鎖定資金的賬戶；
 - iii. 若欲從多個賬戶鎖定資金，須指定每個賬戶、貨幣及其鎖定金額。
 - b. 第 6(a)(i)條亦適用於每次增加鎖定資金的情況。
7. 減少鎖定金額或解除智安存保障下的鎖定資金：
- a. 閣下須向本行發出明確指示，指定欲減少或解除智安存保障的鎖定資金貨幣及金額及持有該資金的賬戶，並完成第 4(c)條所述的解除程序。
 - b. 閣下應注意任何資金在解除智安存保障後，該等資金將不再受保護，可用於交易。
8. 鎖定資金、增加或減少鎖定金額或解除鎖定資金的指示將於本行執行後生效。閣下應預留合理時間提前向本行發出指示，以便處理。本行將盡快處理閣下的指示，通常可於收到指示後 3 個營業日內生效。「營業日」指香港銀行提供一般銀行業務的日子，不包括星期六、星期日或公眾假期。
9. 若閣下或閣下的授權人士身處海外或未能親身前往本行，將無法解除智安存保障下的鎖定資金。
10. 有關智安存的指示須由閣下或閣下的授權人士根據適用賬戶條款及細則向本行發出，方為有效。

11. 閣下須對使用智安存服務期間由 閣下或 閣下的授權人士所發出的所有指示負全責。本行對於處理或執行 閣下或 閣下的授權人士所發出的指示出現任何延誤，或本行全權酌情拒絕該等指示，概不負責。

12. 智安存保障下的鎖定資金

- a. 閣下仍可就鎖定資金獲取利息及享有其他在未鎖定該等資金情況下可享的權益。
- b. 自任何賬戶，包括定期存款賬戶所獲取的利息收入，均不屬於智安存保障範圍之內。
- c. 若 閣下於定期存款中或從定期存款鎖定資金以獲得智安存保障，該定期存款的本金及所獲取的利息 (如有) 將於定期存款到期或續期後繼續被鎖定。為避免誤解起見，累積之利息不構成智安存保障，且該等保障概不延伸至該等利息。如 閣下希望解除定期存款中或來自定期存款的本金及所獲取的利息 (如有) 之智安存保障，須於該定期存款到期日前最少 3 個營業日向本行發出書面明確指示。

13. 本行的權利不受智安存影響

使用智安存服務不會影響或損害本行就 閣下資金或賬戶所享有的權利，包括但不限於本行全權酌情執行以下行動的權利：

- a. 根據任何合約、衡平法或法定抵銷或類似權利，動用包括任何鎖定資金在內的資金以清償 閣下欠本行的任何債務或款項（全部或部分）；
- b. 執行本行就包括任何鎖定資金在內的資金所持有的任何擔保權益；
- c. 根據賬戶的適用條款及細則，暫停、凍結或關閉任何賬戶；
- d. 為遵守任何本地或外地法律、法規、判決、守則、指引、政策及任何監管機構、政府部門或機構的要求，或任何法院命令或其他形式的法律程序，處理包括任何鎖定資金在內的資金；
- e. 本行可不時根據監管機構或執法機關的適用要求或期望，誠信地以合理及適當方式處理包括任何鎖定資金在內的資金。

14. 本行可隨時修訂本條款及細則。該等修訂將根據《所有賬戶及相關服務的條款及細則》所載的通知方式生效。若 閣下於該修訂生效日期當日或之後繼續持有或使用智安存服務，即視為 閣下同意該等修訂。

15. 本條款及細則受香港特別行政區法律管轄並按其詮釋。所有因本條款及細則引起或與之相關的爭議，須提交香港法院解決，閣下同意接受該等法院的非專屬司法管轄權。
16. 除另有規定外，英文版本與中文版本倘出現任何歧異，概以英文版本為準。