

Terms and Conditions for ACH Credit Service

批量付款服务一般条款

1. The following Terms and Conditions apply to all companies or entities (each a **Customer**) which apply for the ACH Credit Service with HSBC Bank (China) Company Limited (the **Bank**) in the People's Republic of China (which, solely for the purpose hereunder, does not include Hong Kong Special Administrative Region, Macao Special Administrative Region or Taiwan region) (the **PRC**).

下列一般条款适用于在中华人民共和国(仅为本条款下事宜之目的不包括香港特别行政区、澳门特别行政区和台湾地区)(下称“中国”)向汇丰银行(中国)有限公司(下称“银行”)申请批量付款服务的所有公司或其他单位(下称“客户”)。

2. The ACH Credit Service referred to in these Terms and Conditions means the service provided by the Bank to the Customer under which the Bank will, according to the Customer's instructions (each an **Instruction**), transfer RMB funds from the account(s) designated by the Customer in the ACH Credit Service Application Form(s) (each an **ACH Credit Service Account**) to the relevant beneficiary(ies) (each a **Beneficiary**) to its/their account(s) (each a **Beneficiary Account**) opened with a bank incorporated in the PRC (the **Beneficiary Bank**), towards payment in RMB of payroll (including without limitation salary, bonus and allowance), expense reimbursement, insurance premium, pension and other items permitted by the PRC law.

本一般条款中所述批量付款服务指银行向客户提供的如下服务：银行根据客户的指令(“指令”)从客户在批量付款服务申请表中列明的账户(“批量付款账户”)中划转人民币款项至相关受益人(“受益人”)开立于中国境内的银行(“受益人银行”)的账户(“受益人账户”),用于以人民币支付薪酬(包括但不限于工资、奖金、津贴)、报销、保险金、养老金款项和中国法律许可的其他任何款项。

3. Any payment under the ACH Credit Service shall comply with the applicable laws, regulations, regulatory requirements and rules. The/Each ACH Credit Service Account designated by the Customer shall be a RMB settlement account opened with the Bank by the Customer.

批量付款服务项下的付款需符合适用的法律、法规、监管要求和规定。客户指定的批量付款账户须为客户在银行开立的人民币结算账户。

4. Instructions shall be submitted via HSBCnet or HSBC Connect. Provision of the ACH Credit Service by the Bank is subject to the precondition that the Bank and the Customer have entered into documentation in respect of HSBCnet or HSBC Connect in form and substance to the satisfaction of the Bank and such documentation have become effective. The ACH Credit Service is also subject to the terms and conditions of such documentation in respect of HSBCnet or HSBC Connect.

指令应通过 HSBCnet 或者 HSBC Connect 递交。银行提供批量付款服务的前提条件是银行和客户已经签署形式和内容均令银行满意的、有关 HSBCnet 或者 HSBC Connect 的文件且该等文件已生效。批量付款服务亦受限于该等有关 HSBCnet 或 HSBC Connect 的文件中的条款及条件的规定。

5. The Bank provides the ACH Credit Service based on and only on the Instructions.

银行依据且仅依据指令提供批量付款服务。

The Customer shall ensure that any information contained in an Instruction is accurate, appropriate and complete at all times. The Bank is under no obligation to check or verify if any such information is accurate, appropriate and complete nor to ensure that the name of any Beneficiary is identical or similar to the name of the account holder recorded by the Beneficiary Bank.

客户应当确保指令中的任何信息在所有时候都是正确、适当和完整的。银行无义务检查或查核该等信息是否正确、适当和完整,亦无义务确保受益人的姓名/名称与受益人银行记录的账户持有人的姓名/名称一致或类似。

The Bank is not obliged to verify if a Beneficiary Account exists or is activated, whether or not that Beneficiary Account is opened with the Bank, and shall not be held liable for any failure in processing an Instruction as a result of a Beneficiary Account being closed, not existing or not activated.

无论受益人账户是否开立于银行，银行均无义务核实该受益人账户是否存在或被激活，且银行对因受益人账户不存在或已销户或未被激活造成的指令处理失败不予负责。

Instructions will be processed by HSBCnet or HSBC Connect automatically. The Bank shall not be held liable for processing an Instruction.

指令将被 HSBCnet 或 HSBC Connect 自动处理。银行对处理指令不承担任何责任。

An Instruction will be deemed to have been duly completed by the Bank if the Bank has transferred the relevant funds to an account having the same account number of that of the Beneficiary Account as set out in that Instruction.

银行将相关款项划入与指令中提供的受益人账户账号相同的一个账户即视为银行适当的完成了该指令。

6. The Bank will not process an Instruction if there are insufficient freely disposable and transferable funds in the relevant ACH Credit Service Account for (a) the payment contemplated under that Instruction, (b) the payment of all the fees and charges due and payable by the Customer in connection with the ACH Credit Service, and (c) the payment of any other amount due and payable to the Bank by the Customer out of the relevant ACH Credit Service Account (including without limitation as a result of the Bank's exercise of any statutory or contractual set-off, deduction or other similar right). The Bank shall not be held liable for any delay or failure in processing an Instruction as a result of there being no insufficient funds in the relevant ACH Credit Service Account or any seizure or freezing of the relevant ACH Credit Service Account by competent authorities.

若相关批量付款账户中无足够可自由支配和转移的资金用以支付(a)某一指令项下付款，(b)客户在批量付款服务项下的到期应付款项和(c)客户应从相关批量付款账户中向银行支付的其他到期应付款项(包括但不限于客户由于银行行使任何法定或约定的抵销权、扣款权或其他类似权利而应向银行支付的其他到期应付款项)，银行将不会处理相关指令。银行对因相关批量付款账户内资金不足或相关批量付款账户被有权机关查封或冻结而造成的任何指令处理失败或延迟不予负责。

7. The Customer shall submit an Instruction to the Bank by no later than 7:00 a.m. (Beijing time) on the proposed payment date (or such other time as may be notified by the Bank to the Customer from time to time). Any Instruction received by the Bank after the above cut-off time may not be processed on the proposed payment date, in which case the Bank shall not be liable for any delay or failure in processing that Instruction.

客户应不迟于拟付款日当日上午 7:00 时(北京时间)或银行不时向客户通知的其他时间前，向银行递交指令。银行在上述截止时间之后收到的指令可能无法在拟定付款日被处理，且在此情况下，银行对因此造成的指令处理失败或延迟不予负责。

8. With respect to any Instruction for a single payment to a single individual of an amount exceeding (but not including) RMB50,000, the Customer shall:

对于对单个人支付单笔金额超过人民币伍万元(不含人民币伍万元)的指令，客户应：

- (a) specify the payment purpose in the purpose or narrative field of that Instruction; or

在该指令的付款用途栏或备注栏注明付款事由；或

- (b) (if the Customer does not specify the payment purpose in the purpose or narrative field of that Instruction or as specifically requested by the Bank) declare the payment purpose or cause in writing to the Bank and/or provide to the Bank all the necessary supporting documents which are specified by the People's Bank of China (PBOC) (including, but not limited to, tax payment receipt and other documents required by the Bank reasonably or according to law),

(如客户未在该指令的用途栏或备注栏注明事由, 或遇银行特别要求)向银行书面说明付款用途或事由且/或向银行提供中国人民银行(“人行”)规定的支持性文件(包括但不限于完税凭证和银行依法或合理要求的其他文件),

failing which, the Bank may refrain from processing that Instruction. The above threshold amount is subject to adjustment by PBOC from time to time. The Customer shall be responsible and liable for the authenticity and legality of the payment purpose or cause declared by it.

否则银行可不处理该指令。上述支付金额额度受限于人行不时作出的调整。客户应当对其说明的付款用途或事由的真实性和合法性负责。

9. The Bank will process Instructions mainly through the China National Advanced Payment System (CNAPS) of PBOC, among which, any Instruction for a single payment which is no more than RMB50,000 will be mainly processed through the CNAPS-EBPS system or the CNAPS-BEPS system, and any other Instruction will be mainly processed through the CNAPS-HVPS system, subject to adjustment of the above threshold by PBOC from time to time.

银行将主要通过人行的中国现代化支付系统(“CNAPS”)处理指令, 其中单笔金额在人民币五万元以下(含等于人民币五万元)的指令将主要通过网上支付跨行清算系统或小额支付系统处理, 其他指令将主要通过大额支付系统处理。上述支付金额额度受限于人行不时作出的调整。

10. The Customer shall pay service charges to the Bank for each Instruction issued under the ACH Credit Service (including failed or rejected Instructions) in accordance with the Bank's tariff table as amended and published from time to time. The Bank is authorized by the Customer to deduct the service charges in relation to an Instruction from the relevant ACH Credit Service Account before processing that Instruction.

客户应根据银行不时修改并公布的费率表就批量付款服务项下每一指令(包括失败或被拒绝的指令)向银行支付费用。客户授权银行在执行指令前从相关批量付款账户中扣除该指令的费用。

11. The Bank's liability in relation to the ACH Credit Service is limited to the transfer of funds to the relevant Beneficiary Bank pursuant to the Instructions. Neither the ACH Credit Service nor these Terms and Conditions constitute any agency, cooperation or partnership relationship between the Bank and any Beneficiary Bank, and the Bank is not liable to any Beneficiary Bank or for any act or omission by any Beneficiary Bank.

银行有关批量付款服务的责任仅限于按照指令将资金划转给有关受益人银行。批量付款服务和本一般条款均不构成银行和受益人银行之间任何代理、合作或合伙关系, 银行不向受益人银行承担任何责任也不就受益人银行的任何作为或不作为承担任何责任。

The Bank shall not be held liable for any direct or indirect losses or damages incurred by the Customer in relation to the ACH Credit Service, unless such losses or damages are attributable to the Bank's wilful misconduct or gross negligence, in which event the Bank's liability shall not exceed the actual amount of direct losses incurred by the Customer, and the Bank shall not be liable for any indirect and special losses as well as consequential damages, whether or not the Bank has been advised of the possibility of such losses or damages. Under no circumstance shall the Bank be responsible for any losses or damages caused by misconduct or negligence of any Beneficiary Bank, or by force majeure.

银行不承担客户因使用批量付款服务而产生的任何直接或间接损失和损害, 除非该等损失或损害是由银行的故意不当作为或重大过失造成的, 在此情况下银行的责任不应超过客户遭受的实际直接损失的数额, 并且银行不承担任何间接的和特别的损失和其他后果性的损害, 无论银行是否被告知这些损失或损害的可能性。在任何情况下, 银行均不负责由于受益人银行的不当作为或过失或不可抗力引起的任何损失或损害。

The Bank shall not be liable for or be asked to be involved in any disputes between the Customer and any Beneficiary.

银行不负责也不应被要求介入客户与受益人之间的纠纷。

12. The Customer acknowledges and agrees that, notwithstanding the selections made by the Customer under the ACH Credit Service Application Form, the delivery method and the report type/format of the end-of-day ACH reports are

ultimately subject to the Bank's determination in its sole discretion, which will be notified to the Customer if different from the selections made by the Customer.

客户确晓和同意，日终批量付款报告的提供方式和报告类型/格式最终由银行自行全权决定(而无论客户在批量付款服务申请表中做何选择)，且(若与客户的选择不同)将通知给客户。

13. The Customer warrants that all information and documents provided to the Bank, in connection with, or for the purpose of the ACH Credit Service, are authentic, correct, complete and up-to-date. The Customer shall notify the Bank promptly in writing of any changes to such information or document.

客户保证，基于批量付款服务或为此向本银行提供的所有信息和资料均真实、准确、完整且为最新。如有任何变更，客户应以书面方式尽快通知本银行。

14. These Terms and Conditions may, at the Bank's sole discretion, be amended from time to time upon publishing in the Bank's official website or displaying in the Bank's premises or by such other method as the Bank may decide. If the Customer does not close the account or cancel the ACH Credit Service prior to the expiry of the notice period, the Customer shall be deemed to have agreed to such change.

银行可随时全权决定修订本一般条款。有关修订将在银行的官网公布、或在银行营业场所张贴或以银行决定的其他方式公布。倘客户并未于通知期结束前取消其账户或批量付款服务，将被视为同意该等修订。

15. The Customer may apply to change or terminate the ACH Credit Service, provided that such instructions shall be made in a manner acceptable to the Bank.

客户可以申请更改或取消批量付款服务，但该等指示须以银行接受的方式作出。

16. The Bank may, by notice to the Customer, suspend or terminate all or any part of the ACH Credit Service at any time at the Bank's absolute discretion without any justification, and shall not be held liable for doing so.

本银行有权随时经通知客户，暂停或终止全部或部分批量付款服务，而无须说明理由，也无须为此承担任何责任。

17. The English version of these Terms and Conditions is for reference only. In case of any discrepancies between the Chinese and English versions, the Chinese version shall apply and prevail.

本一般条款的英文本仅供参考。中英文如有歧义，须以中文本为准。

18. These Terms and Conditions (as may be amended from time to time) shall be governed and construed in accordance with the laws of the PRC.

本一般条款(经不时修改)受中国的法律所管辖，并按其解释。