

條款

1. 申請人將獨自承擔此匯款之風險。申請人以委托人身份作此委托。華僑銀行(澳門)股份有限公司(貴行)對任何人均不承擔任何義務。澳門法律適用於貴行與申請人之間的關係。貴行對此匯款之唯一義務是在於預備給予同業或代理人之適當指示時及發出該指示時根據其一般習慣施以合理的謹慎(除本條款所列明外)。
2. 貴行可以用文字、密碼或其他方法或媒介、或透過任何同業、代理人及結算系統發出匯款。所有由於通知申請人(按其要求)有關匯款情況而引起之費用,將由申請人即時支付。
3. 除非另有書面指示,匯款將以付款國的貨幣匯出。無論申請人有任何指示,交付予收款人之貨幣將視乎當地法律和習慣及有關同業之政策而定。
4. 除非雙方已同意一已確定之匯率,貴行得以臨時匯率辦理兌匯,並在確知實際匯率時作調整。任何臨時匯率與實際匯率間之差額,將在申請人賬戶中扣除或歸還(視當時情況而定)。
5. 如貴行認為操作程序有需要,貴行可以將此匯款於申請人所指定地點以外之不同地點交付。
6. 貴行不能保證收款人可以全數收到此匯款而沒有被除貴行以外任何人扣除費用。貴行將不會因此而承擔任何責任,亦不會由於此匯款被當地法律所凍結或封鎖而導致不能送達收款人而承擔任何責任。
7. 貴行將會以其一般習慣處理此申請,而不保證實際向同業發出指示的時間,亦不因此而承擔任何責任。在不影響上述之情況下,有指定日期之匯款會受到有關截數時間所限制。
8. 貴行對下列情況均毋須承擔任何責任:
 - (甲) 由於訊息傳遞或由於任何人之誤解所引致的任何遺失、毀壞、錯誤、遺漏或延誤;
 - (乙) 在擊誠執行申請人指示過程中之任何行為或遺漏;
 - (丙) 貴行之同業或代理人之任何行為或遺漏或任何影響到貴行之同業或代理人之無力償債、破產、清盤、接管或類似之訴訟;
 - (丁) 貴行所不能控制之行為或事件;亦無責任通知申請人;
 - (戊) 在收款國所實施之任何外匯管制或其他限制,貴行亦毋須對任何由此而引致的損失或延誤而承擔責任;
 - (己) 海外銀行、同業或代理人所收取之費用。
9. 即使申請人所指定之戶口之持有人與收款人不相符,匯款仍會交付予該指定的戶口,而申請人不能因此而向貴行、其同業或代理人追討責任。若申請人只提供收款人的姓名而沒有戶口號碼,貴行將不會因匯款交付予同名之收款人但非申請人原意所指之收款人而承擔任何責任。
10. 此匯款之退匯需待貴行從其同業收回有關款項後方會辦理。貴行可以採用在退匯時貴行買入有關外幣匯價折算並扣除貴行及其同業及代理人所引致之全部費用後以港幣或澳門幣退匯。
11. 如匯款申請書中,資料不完整或不清晰或申請不符合澳門金融管理局或有關結算銀行之不時規定,貴行有權不處理有關匯款。除純粹及直接由貴行或貴行職員在受僱工作期間的嚴重疏忽或故意錯失所引起的合理地可預見及直接損失或損害外,貴行對以下情況亦毋須承擔任何責任:
 - (甲) 任何導致匯款未能處理或延誤;及
 - (乙) 任何交付或通知交付之延誤。
12. 如因匯款或執行匯款的過程中或任何與匯款有關的程序或行為直接或間接涉及或使用由澳門票據交換所設立的結算系統,申請人茲:
 - (甲) 確認有關貨幣結算系統的使用或運作必須符合該等貨幣適用之結算所規則和當中提述和不時更新的運作程序;
 - (乙) 同意澳門金融管理局或其他有關機構將不會對申請人在任何情況下導致的損失、損害或支出負上任何責任。
13. 申請人明確授權就本行匯款服務所須向華僑銀行(澳門)股份有限公司的任何分行、附屬公司、母公司、相聯公司或聯號公司;其他金融機構、同業、代理人或承包商;及任何第三方在澳門特別行政區境內或境外披露及轉交有關申請人之個人資料及其他資料,申請人之賬戶及與其賬戶有關之交易資料。而上述人士或機構均可按其匯款業務所需使用有關資料。
14. 若然某些條款在某任何情況下是為或變成為不合法、無效或不能實施,其他條款或其剩餘部份的合法性及有效性不會被影響。
15. 文義如有歧異,以中文為準。

CONDITIONS

1. The transfer will be made at the Applicant's sole risk. The Applicant contracts as principal. OCBC Bank (Macau) Limited ("Bank") accepts no obligation whatsoever to any other person. Macau law governs the relationship between Bank and Applicant. The only obligation of the Bank in respect of the transfer is to exercise reasonable care (subject to these Conditions) in preparing appropriate instructions to its correspondent(s) or agent(s) and to send out such instructions in accordance with its usual practice.
2. The Bank may effect the transfer literally, in cipher or through any other means or media, and through any correspondent(s), agent(s) and clearing system(s). All expenses incurred in advising Applicant (at its request) of the fate of a transfer shall be paid by the Applicant on demand.
3. Unless otherwise instructed in writing the transfer will be effected in the currency of the country in which payment is to be made. Notwithstanding any instruction by the Applicant, the currency of the payment to the Beneficiary will depend on local law and practice and the policy of the relevant correspondent.
4. Unless a firm exchange rate has been agreed, the Bank will effect the transfer on the basis of a provisional exchange rate which shall be adjusted when the actual exchange rate is ascertained. Any difference arising from the provisional rate being more or less than the actual rate shall be debited or credited (as the case may be) to the Applicant's account.
5. The Bank may effect the transfer at a place other than specified by the Applicant if, in the Bank's sole opinion, operational procedure so requires.
6. The Bank cannot undertake that the Beneficiary will receive the full amount of the transfer without deduction of charges by any person other than the Bank, and the Bank shall not be liable in any way therefore or in connection therewith, nor as a result of the fund to be transferred being frozen or blocked and not available to the Beneficiary under local law.
7. The Bank will process this application in accordance with its usual practice, and does not guarantee (nor shall it be liable in any way for or in connection with) the time of actual dispatch of instructions to the Bank's correspondent(s). Without prejudice to the foregoing, transfer for a specific day value is subject to applicable cut-off time.
8. The Bank shall not in any way be liable for:
 - (a) any loss, mutilation, error, omission or delay in the transmission of message, or from misinterpretation by any person;
 - (b) any act or omission in good faith in the course of carrying out the Applicant's instructions;
 - (c) any act or omission whatsoever of or any insolvency, bankruptcy, liquidation, administration or similar proceedings affecting its correspondents or agents;
 - (d) any act or event beyond the Bank's control; nor to advise the Applicant of;
 - (e) any exchange control or other restriction applied in the country in which payment is to be made nor be liable for any loss or delay as a result;
 - (f) the charges which may be imposed by overseas banks, correspondents or agents.
9. Payment may be made to the account stated by the Applicant even if the account holder appears to be different from the Beneficiary and the Applicant shall have no claim against the Bank, its correspondents and agents in respect thereof. Where only the name of the Beneficiary is given, without account number, the Bank shall incur no liability whatsoever by reason of payment to a person other than intended by the Applicant whose name appears to correspond to the name of the Beneficiary.
10. Refund will only be made after the Bank's actual receipt from its correspondent of the relevant fund, and may be made in Hong Kong dollars or Macau Patacas after conversion at the Bank's buying rate for the currency of the transfer at the time of refund less all charges and expenses incurred by the Bank, its correspondents and agents.
11. The Bank reserves the right not to process this transfer if in the sole opinion and absolute discretion of the Bank that the information or instruction given is incomplete or is not sufficiently clear or this application does not fulfill the requirements as designated by the Macau Monetary Authority or the relevant clearing bank from time to time. Save and except reasonably foreseeable and direct loss and damage caused directly and solely by the gross negligence or willful default of the Bank or its employees in the course of employment, the Bank shall not be held liable for:
 - (a) any delay in processing this transfer or for its decision in not processing the same arising therefrom; and
 - (b) any delay in payment or in giving advice of payment.
12. If the transfer or the processing of the transfer, or any procedure or other action connected with the transfer or its processing will directly or indirectly and to any extent use or involve the use or operation of the clearing system of any currency set by the Macau Clearing House, the Applicant hereby:
 - (a) acknowledges the use or operation of the clearing system of such currency will be subject to the Clearing House Rules and the Operating Procedures of such currency referred therein (as the same may be modified from time to time); and
 - (b) agrees that the Macau Monetary Authority or any other institutions involved shall not owe any duty or incur any liability to the Applicant in respect of any claim, loss, damage or expenses of any kind or nature whatsoever.
13. The Applicant expressly authorizes the Bank to disclose and transfer to (i) any of the branches, subsidiaries, holding company, associated company or affiliates; (ii) any financial institutions, correspondents, agents or contractors, and (iii) any third party (within or outside the Macau Special Administrative Region) concerned such personal data and other information relating to the Applicant, his account and transactions and dealings in connection with his account which the Bank may consider appropriate for the purpose of providing the transfer Services.
14. Should any or part of the clauses herein be or become illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions or any part thereof shall not be affected.
15. In case of inconsistencies between the Chinese and the English versions, the Chinese version shall prevail.