

修訂日期：2024年1月18日

本一般條款適用於立橋銀行股份有限公司提供的網上銀行服務。若您選擇使用以下所示之服務，則表明您同意、知悉並接受本條款和條件的約束，且本行將不時對本條款和條件進行修訂與增補（以下簡稱“本條款和條件”），同時亦表明您同意遵守本行網路平台上發佈的與提供服務相關的資訊及說明。

These general terms and conditions govern the provision Online Banking Services by Banco Well Link, S.A.. By using the Services, as defined below, You agree with, acknowledge and accept to be bound by these terms and conditions, as amended and supplemented from time to time (hereinafter “*Terms and Conditions*” or “*T&C*”) and further agree to comply with the messages and instructions posted at the Bank’s Online Platform in connection with the provision of the Services.

1. 定義與解釋 DEFINITIONS AND INTERPRETATION

1.1 除非文中另有規定，下述詞語的含義為：

Unless the context otherwise requires, the following words shall have the following meanings:

認證用戶 是指通過輸入用戶名和訪問密碼或本行不時實行的其他驗證方法進行身份驗證後獲准使用服務的人員；

Authenticated User means a person who is permitted to use the Services after having authenticated himself/herself by inputting an username and the corresponding access password or such other authentication method that the Bank may implement from time to time;

本行 是指立橋銀行股份有限公司；

Bank means Banco Well Link, S.A.;

集團 是指直接或間接擁有本行、歸本行所有或由本行所有者或本行擁有之實體直接或間接所有的全部實體；
Group means all entities that directly or indirectly own the Bank, or entities owned by the Bank, or entities under direct or indirect ownership of the Bank’s owners or owned entities;

指示 是指認證用戶向本行發出用以透過本行網路平台執行任何操作的任何指令。認證用戶可能需要輸入二級密碼來確認指示，以進一步加強安全措施，亦或是透過OTP或本行不時採用及實行的其他安全措施；
Instruction means any instruction given by an Authenticated User to the Bank for the purposes of executing any operations through the Bank’s Online Platform. Authenticated Users may be required to insert a second-level password as a further security measure to confirm his or her Instructions, or by way of OTP or such other security measure that the Bank may adopt and implement from time to time;

限額 是指認證用戶可作出之指示的每日最大金額和每種指示類型的每日最大指示數目；而若您不止為一人時，是指您在申請服務時所選擇的這些人員之限額的總數（不影響個人用戶的限額）；

Limit means the maximum daily amount and maximum daily number of Instructions per instruction type that an Authenticated User may place; and where You means more than one person, shall entail the aggregate of such persons’ limits (without prejudice to individual users’ limits) as selected by You upon Services subscription;

網路平台 是指本行用以提供服務的網絡系統，包含其機構網站、個人手機銀行和企業網上銀行；

Online Platform means the Bank’s online system through which the Services are provided, comprising the institutional website of the Bank, the personal mobile banking and the corporate online banking;

OTP 是指透過短信或電子令牌發送給您的一次性密碼，以在適用的情況下驗證指示；

OTP means the One Time Password sent to You via SMS or e-token for the purpose of validating Instructions when applicable;

人員 是指本行所有的董事、職員、代表、僱員和代理人；

Personnel means the directors, officers, representatives, employees, and agents of the Bank;

服務 是指本行根據本條款和條件不時可提供的網上銀行服務；

Services means the online banking services made available by the Bank from time to time pursuant and subject to the present Terms and Conditions;

1.2 單數詞包含其複數形態，反之亦然；單性別詞包含所有性別形態。

Words importing in singular include its plural form and vice versa; words importing in a specific gender shall include every gender.

1.3 詞語“客戶”和/或“您”包括任何自然人或法人。就本條款和條件而言，“您”是指使用申請服務後提供給您的用戶名和密碼以訪問網路平台的認證用戶。

The words “Customer” and/or “You” include any natural or legal person. In the context of the present Terms and Conditions, “You” shall mean the Authenticated User who accesses the Online Platform using the username and password provided to him/her after subscription of the Services.

1.4 如客戶不只一人，則本條款和條件應個別及連帶地約束所有客戶。

When a Customer comprises of more than one person, these Terms and Conditions shall be binding on them jointly and severally.

1.5 您 包括您的執行人、管理人、繼承者和受讓人。

You includes your executors, administrators, successors and assignees.

1.6 文中提及的條款及附件是指本條款和條件之內容。

Reference to clauses and schedule in the present T&C means the content of the present Terms and Conditions.

1.7 條款標題僅為方便查閱而設定，在理解本條款及條件時應忽略不計。

Clause headings are inserted for convenience and for reference only shall be ignored when comprehending the present Terms and Conditions.

2.通知和修訂 NOTICES AND AMENDMENTS

2.1 有關本條款和條件的任何修改可通過在我行的網路平台上發佈之通知、廣告或本行以合理方式決定的其他方式來作出。

Notice of any changes to these Terms and Conditions may be made by posting a notice on our Online Platform, advertisement, or such other means that the Bank deems adequate.

2.2 此類修改將在本行指定的生效日期生效並對您具約束力。若您在此指定日期後繼續使用服務，則表明您接收此類修改。如果您不接受任何提議的修改，您應在有關修改生效前停止使用服務。

Such changes will become effective and binding on You on the effective date specified by the Bank. Continuous use of the Services after the specified effective date will constitute your acceptance to such changes. If You do not accept any proposed changes, You should cease to use the Services prior to the effective date.

3.信息及所需的許可權 INFORMATION AND PERMISSION REQUIRED

3.1 您必須向本行提供相關信息（包括但不限於您的手機號碼），以便我們提供服務。

You must provide the Bank with such information (including but not limited to your mobile phone number) for us to provide the Services.

3.2 您須確保您所提供的信息是最新、完整和準確的，且沒有遺漏任何導致信息不真實、不完整和不準確的信息，且您同意在需要時更新此信息以保持其為最新和準確的信息。若您無法向本行提供或更新任何所需信息，本行可能無法向您提供服務，並可因此導致無法執行需要驗證的交易和操作。

You must ensure that any information you provide to us is current, complete and exact and that no information was omitted which would make it untrue, incomplete and inexact and you agree to update such information as necessary to keep it current and accurate. If you fail to provide the Bank with or update any required information, the Bank may not be able to provide the Services to you and this may result in inability to perform transactions and operations which require authentication.

3.3 若手機號碼、移動服務供應商有任何變更，或者取消移動服務，您應以書面方式通知本行。在本行收到您的書面通知前發生的所有損失及/或其他責任均由您承擔。

You shall notify the Bank in writing of any changes in mobile phone number or mobile service provider, or cancellation of mobile service. You shall be liable for all losses and/or other responsibilities incurred prior to the Bank having received the written notification from You.

3.4 您的註冊資料、您的其他個人信息（包括您的服務訪問日誌）可被用於記錄保存和報告用途，及用於幫助解決糾紛。有關更多詳情，請參閱本行的資料隱私政策聲明。

Your registration data, your other personal information including your access log to the Services may be used for record keeping and reporting purposes, as well as to help resolving disputes. For more details, please refer to the Bank's Data Privacy Policy Statement.

3.5 在您使用我行服務的過程中，我行會按照如下方式收集您在使用服務時主動提供或因為使用服務而產生的資訊，用以向您提供必要服務、優化我行的服務以及保障您的賬號安全：

During your use of our services, we will collect information that you actively provide or that is generated as a result of using the services in the following ways, in order to provide you with necessary services, optimize our services, and ensure the security of your account:

A. 當您註冊我行服務時，我行會收集您的手機號碼及個人信息（包括但不限於客戶姓名、出生日期、地址、電話號碼、電郵地址、身份證明文件等），收集這些資訊是為了幫助您完成註冊，保護您的帳號的安全以及提供相關服務。若您不提供這類資訊，您可能無法正常使用我行的服務。

By subscribing for our services, we will collect your mobile phone number and personal information (including but not limited to customer name, date of birth, address, mobile phone number, email address, identification documents, etc.). The collection of this information is to help you complete the registration, protect the security of your account, and provide related services. If you do not provide this type of information, you may not be able to use our bank's services normally.

B. 當您使用我行服務時，為保障您正常使用我行的服務，維護我行服務的正常運行，改進及優化我行的服務體驗以及保障您的帳號安全，我行會收集您的日誌資訊包括不限於：設備型號、操作系統、設備唯一標識（安卓為Android ID）、登錄IP地址、應用崩潰日誌、應用權限、服務日誌信息等。

By using our services, in order to ensure that you can use the services properly, to maintain the normal operation of our services, to improve and optimize your service experience, and to ensure the security of your account, the Bank will collect your log information which includes, but is not limited to: device model, operating system, unique device identifier (Android ID for Android devices), login IP address, application crash logs, application permissions, service log information, etc.

這類資訊是為提供服務必須收集的基礎資訊。

This type of information is fundamental information that must be collected in order to provide the service.

C. 當您使用立橋銀行App功能服務時，為保障您正常使用，我行需要獲取您在我行的以下個人信息：手機號碼、姓名、證件類型/證件、賬戶號碼、交易記錄等數據信息，為您進行身份一致性核驗以及為您提供相關服務，包括但不限於轉賬匯款、交易明細查詢、信用卡賬單下載、忘記密碼等。相關信息將通過加密安全方式進行傳輸，我行將嚴格遵守法律法規與監管要求並承諾僅在授權範圍內處理您的個人信息。前述信息均為使用我行產品服務所必需的個人信息，如果您拒絕提供，將可能導致您無法使用本產品相關服務。

When you use functions and services of Well Link Smarting App, to ensure that you can use them properly, our bank needs to obtain your personal information at our bank, including your mobile phone number, name, type of identification/documents, account number, transaction records, etc. This data is used to verify your identity consistency and to provide you with related services, including but not limited to fund transfers, transaction details inquiries, credit card bill downloads, forgotten passwords, etc. The related information will be transmitted in an encrypted and secure manner. Our bank will strictly adhere to legal, regulatory, and supervisory requirements and commits to processing your personal information only within the authorized scope. The aforementioned information is essential for using the products and services of our Bank; if you refuse to provide it, you may be unable to use these products and related services.

3.6 當您使用我行服務時，為保障您正常使用我行的服務，維護我行服務的正常運行，改進及優化我行的服務體驗以及保障您的帳號安全，我行可能需要您授予我行使用您的如下個人許可權：

When you use our Bank's services, in order to ensure that you can properly use the services, maintain the normal operation of our services, improve and optimize your service experience, as well as to ensure the security of your account, our bank may require you to grant us the following personal permissions:

攝像頭：用於掃描二維碼、人臉身份認證、在線開戶身份證件掃描等功能。

相冊：用於存儲和調取二維碼圖片、身份證件圖片上傳等功能。

定位：用於獲取用戶位置，自動提供相應地區服務以及網點地圖等功能。

指紋/FaceID：用於登錄功能。

撥打電話：用於撥打我行服務熱線。

Camera : Used for scanning QR codes, facial identity verification, online account opening document scanning, and other similar functions.

Photo Album : Used for storing and retrieving images such as QR codes and identification documents.

Location : Used to obtain the user's location to automatically provide regional services and branch location maps, among other functions.

Fingerprint/FaceID : Used for login authentication.

Dialing : Used to call our service hotline.

該類授權資訊屬於敏感資訊，拒絕提供這些資訊僅會使您無法使用對應的授權功能，但不影響您正常使用App的其他功能。請您理解，我行向您提供的功能和服務是不斷更新和發展的，如果某一功能或服務未在前述說明中且收集了您的資訊，我行會通過頁面提示、交互流程、網站公告等方式另行向您說明資訊收集的內容、範圍和目的，並徵得您的明確同意或授權。

This category of authorization information is considered sensitive. Refusing to provide this information will only result in your inability to use the corresponding authorized functions, but it will not affect your normal use of the other features of the App. Please understand that the features and services provided by our bank are continuously updated and developed. If a certain feature or service is not included in the aforementioned descriptions and collects your information, our bank will further explain to you the content, scope, and purpose of the information collection through page prompts, interactive processes, website announcements, and other means, and will obtain your explicit consent or authorization.

3.7 若您選擇申請和使用服務，則表明您授權本行收集、處理和轉移您提供予本行的所有個人資料和信息至澳門境內外的其他實體，以便根據本行的資料隱私政策和第8/2005號法律《個人資料保護法》向您提供服務。

By applying for the Services and by using the Services, You authorize the Bank to collect, process and transfer all personal data and information provided by you to the Bank to other entities in and outside Macau for the purposes of provision of the Services to You and in accordance with the Bank's Data Privacy Policy and the Law no. 8/2005 - Personal Data Protection Act.

4.服務 SERVICES

4.1 若您選擇使用服務，則表明您授權本行驗證您透過我們的網路平台進行的交易和操作，及授權我行進行賬戶轉賬和付款直至當前限額，或修改高度機密信息。

By using the Services, You authorize the Bank to authenticate your transactions and operations through our Online Platform and to make account transfers and payments up to the current Limit or change sensitive information.

4.2 某些指示要求您輸入OTP以驗證操作或交易。如果您無法提供OTP或者驗證失敗，您的指示將無法獲執行。

Certain Instructions require that You enter an OTP to validate the operation or transaction. If you cannot provide the OTP or if authentication fails, your Instruction will not be executed.

4.3 若因您身處國外或使用海外移動服務網絡等原因，您的移動服務供應商可能無法讓您透過短信接收OTP。此外，服務供應商可能會對接收OTP收取服務費。對於任何服務供應商或任何其他方可能徵收的任何此類費用，本行概不負責。

Your mobile service provider may not allow you to receive the OTP via SMS if, amongst others, you are abroad or using an overseas mobile service network. In addition, service charges may be levied by service providers for receiving the OTP. The Bank shall not be liable for any such charges levied by any service provider or any other party.

4.4 通過短信傳送OTP可能因您移動服務供應商的移動服務網絡流量等原因而出現傳輸延誤。對於由於移動服務網絡任何故障引致的任何中斷或延遲原因而出現的任何損失或損害，本行概不負責。

Delivery of the OTP via SMS may be subject to delayed transmission due to, amongst others, the traffic over the mobile service network of your mobile service provider. The Bank shall not be liable for any loss or damages arising out of any interruption or delays due to any failure of the mobile service network.

4.5 在任何情況下，本行均不會對因未執行指示引致或與此相關的任何損失或損害負責。

The Bank shall not, in any circumstances, be liable for any loss or damages arising out of or in connection with a non-executed Instruction.

5. 本行擔保和限制責任的免除 EXCLUSION OF WARRANTIES AND LIMITATION OF OUR LIABILITY:

5.1 本行不就服務提供任何擔保或條件（無論以明示、暗示、法定或其他方式），並排除一切默示擔保和條件，包括為任何特定目的的任何適銷性或適用性的擔保和條件。

The Bank gives no warranties or conditions (whether express, implied, statutory or otherwise) in relation to the Services, and exclude all implied warranties and conditions including any warranties and conditions of merchantability or fitness for any particular purpose.

5.2 在任何情況下，本行均不會對任何附帶、相應、間接的損害（包括利潤損失和業務中斷），或特殊或懲罰性損害負責。

In no event will the Bank be liable to You for any incidental, consequential, indirect damages (including loss of profits and business interruption), or special or exemplary damages.

5.3 鑒於本服務的性質，本行不會對因您使用服務而對您的資料、軟件和計算機、通訊或其他設備引致的任何損失或損壞負責，除非此類損失或損壞是直接且完全由本行的重大過失或故意違約而引致。

Due to the nature of the Services, the Bank will not be responsible for any loss of or damage to your data, software and computer, telecommunications or other equipment caused by You using the Services unless such loss or damage is directly and solely caused by the Bank's gross negligence or deliberate default.

5.4 無論是否在其控制之內，本行均不就本服務的修改、改進、中止或終止而對您或任何第三方承擔任何責任。對於您的網絡服務供應商提供之服務所引致的任何問題，本行均不承擔任何責任。

The Bank cannot be held liable to You or any third party for any modification, enhancement, suspension or discontinuance of the Services, whether within or outside its control. The Bank shall not undertake any responsibility for any problem caused by the Services provided by your Internet Service Provider.

5.5 您須對通過本服務執行的所有交易和操作（包括任何其他人士使用您的用戶名和密碼及/或二級密碼來使用本服務）負責，相關金額應由您的賬戶支付並計入您的對賬單。為著所有目的，本行會將認證用戶視為您本人。

You shall be liable for all transactions and operations performed through the Services (including the use of the Services by any other person who may use your username and password and/or second-level password), the amounts of which will be charged to your account and shown in your account statements. For all intents and purposes, the Bank will treat the Authenticated User as being You.

5.6 就本行因您使用本服務（包括任何其他人士使用您的用戶名和密碼及/或OTP或本行不時實行的其他驗證方法進行身份驗證而使用本服務）而遭受或產生的任何性質的任何行為、索賠、損失、損壞、成本、費用和任何其他責任，您須即時賠償本行。若因您的疏忽行為、不誠實行為或欺詐行為而令使用本服務而產生或與之相關的所有索賠、損失或後果，您須承擔全部責任。

You shall indemnify the Bank on demand in respect of all actions, claims, losses, damages, costs, expenses and any other liabilities of any nature which the Bank may suffer or incur as a result of your use of the Services (including use of the Services by any other person using your user name and password and or OTP, or such other authentication method the Bank may implement from time to time). You shall also be fully liable for all claims, losses and consequences arising out of or in connection with the use of the Services if You have acted negligently, dishonestly or fraudulently.

5.7 您承擔安全使用服務的所有責任，並同意在使用服務時謹慎行事、誠實守信，包括採取下列措施以維護服務和OTP的安全：

You accept full responsibility for using securely the Services and agree to act prudently and in good faith when using the Services, including by taking the measures listed below to safeguard the security of the Services and the OTP:

- A. 不得向任何其他人士披露或允許任何其他人士獲取您的用戶名、密碼和OTP；及
You must not disclose to any other person or otherwise permit or enable any other person to obtain your username, password and OTP; and
- B. 如OTP或用於接收OTP的設備存在任何實際或疑似的誤用，您必須致電本行客戶支持中心，以合理可行地儘快通知本行。
If there is any actual or suspected misuse of the OTP or the device used for receiving OTP, You must notify us as soon as reasonably practicable by calling our Customer Support Centre.
- C. 如您未能履行相關責任，則將對因使用服務（包括使用您的OTP）而產生或與之相關的所有索賠、損失、責任和後果承擔責任。
If You fail to fulfill your responsibilities, You shall be liable for all claims, losses, liabilities and consequences arising out of or in connection with the use of the Services (including using your OTP).

5.8 我行網路平台上顯示的連接至其他網站的鏈接僅為方便使用而提供。本行對任何其他網站的內容均不承擔責任，且本行亦不從任何方面驗證此類內容。

The hyperlinks displayed in our Online Platform linking to other websites are provided for convenience only. The Bank assumes no responsibility for the content of any other websites, nor has the Bank verified such content in any respect.

5.9 本行網站上的內容僅供參考，不構成本行的任何要約。本行對該內容的準確性和完整性不承擔任何責任，並建議您直接與本行聯繫以獲取最新、準確和完整的資訊。因相信網路平台內容而產生的任何損失將由您個人承擔所有責任。

Content displayed in our Online Platform is only for reference purposes and shall not constitute any offer by the Bank. The Bank assumes no responsibility for the accuracy and completeness of such content and You are advised to contact the Bank directly for up-to-date, accurate and complete information. You assume all liability for any losses arising from relying on Online Platform content.

5.10 本行有權出於其認為的必要或適當的原因在未事先通知的情況下臨時或永久地暫停或終止服務或您對服務的使用，該類原因包括但不限於：當您疑似違反安全責任時，或當本行有合理理由懷疑您提供給本行的資訊不真實、不準確、非最新或不完整時。在終止或中止前使用服務進行的任何網絡或其他交易和操作仍然有效，而您亦將繼續承擔本條款和條件下對於此類交易和操作的責任和義務。

The Bank reserves the right to suspend or terminate the Services or its use by You temporarily or permanently at any time, without prior notice, for any reason whenever the Bank considers it necessary or advisable to do so, including, but not limited to, when there is a suspected breach of security, or when the Bank has reasonable grounds to suspect that the information You provide to us is untrue, inaccurate, not current or incomplete. Any online or other transactions and operations conducted using the Services prior to its termination or suspension will remain valid and You will continue to be bound by your liabilities and obligations under these Terms and Conditions in respect of such transactions and operations.

6. 終止 TERMINATION

6.1 本條款和條件項下的服務可由本行自行決定在任何時間終止，也可由您以提前十四個日曆日書面通知銀行的方式取消。

The Services set out in these terms and conditions may be terminated at the Bank's sole discretion at any time by the Bank, and may be cancelled by You by giving to the Bank not less than 14 calendar days' notice in writing.

6.2 如果您是自然人，本條款和條件下的服務將在您去世後終止，或在法律認可您無行為能力或無資格時終止。如果客戶是由多個自然人組成，則服務的終止只針對該個人。如果您是法人實體，則服務應在您清盤、清算或註銷時終止，但本行在收到有關死亡、喪失能力或無資格、清算或註銷的書面通知之前所作的所有行為都是有效，對您都具有約束力。

The Services set out in these Terms and Conditions shall, if You are a natural person, terminate upon your death or upon your legally recognized declaration of incapacity or inability. In the case of more than one individual being the Customer, then the Services shall terminate with respect to such individual. If You are a corporate entity, the Services shall terminate upon your winding-up, liquidation or cancellation but all acts performed by the Bank prior to receiving written notice of such death, incapacity or inability or liquidation or cancellation shall be valid and binding upon You.

6.3 該終止並不限制本行要求對其因客戶交易、證券和帳戶而遭受的任何及一切損失獲得賠償的權利，除非是因本行自身重大過失或故意不當行為而直接引致的責任。

This termination does not limit the Bank's right to indemnification against any and all losses incurred by the Bank in connection with client transactions, securities and accounts, except for the liabilities caused as a direct result of the Bank's own gross negligence or willful misconduct.

7. 法律及管轄權 LAW AND JURISDICTION

7.1 本條款和條件受澳門法律管轄，並根據澳門法律解釋。

These Terms and Conditions shall be governed by and construed in accordance with the laws of Macau.

7.2 您在此不可撤銷地接受澳門法院的非專屬性管轄。

You hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Macau.

7.3 本項下的任何條款都不妨礙本行在其他任何一個國家或地區的法院對您提出訴訟、索賠或接受相關管轄，且在澳門或任何一個或多個其他司法管轄區接受訴訟也不會妨礙另一管轄區接受訴訟。

Nothing herein shall preclude the institution of legal proceedings against You in the courts of any other country or territory having, claiming, or accepting jurisdiction in respect hereof, nor shall the taking of proceedings in Macau or any one or more other jurisdictions preclude the taking of proceedings in another jurisdiction.