BNU BUSINESS ONLINE BANKING TERMS & CONDITIONS
大西洋銀行企業網上銀行條款及細則

1. **Definitions**
定義

In these Terms and Conditions, the words and expressions below, unless the context otherwise requires, shall be defined as follows:
在本條款及細則中，除文義另有要求外，以下詞語和表述的定義如下所示：

1.1. "Application Forms" means the forms used by the Corporate Customer to apply to the Bank for the use of the Business Online Banking services, which incorporate these Terms and Conditions.
"申請表"指公司客戶用以向本行申請使用企業網上銀行服務的表格，其中包含本條款及細則。

1.2. "Bank" means Banco Nacional Ultramarino, S.A.
"本行"指大西洋銀行股份有限公司。

1.3. "Business Online Banking Services" means all the electronic banking services provided by the Bank through the Internet infrastructure, which allow a Corporate Customer to perform various banking operations as may be offered or made available by the Bank from time to time, including, without limitation, financial inquiries, transactions and requests.
"企業網上銀行服務"指本行通過互聯網基礎設施提供的所有電子銀行服務，公司客戶透過此類服務可執行本行不時提供的各種銀行業務操作，包括但不限於財務查詢、交易和請求。

1.4. "Corporate Customer" means the legal person, including, without limitation, a company, association or foundation, or other organization or body, such as a government department, institute or authority, duly incorporated and existing under the laws of the Macau SAR, or the laws of its jurisdiction of incorporation or establishment, as applicable and as may be in force from time to time, which legal person, body or organization has applied and been accepted by the Bank to use the Business Online Banking Services.
"公司客戶"指根據澳門特別行政區法律，或其成立或建立所在司法管轄區內不時適用和有效的法律正式成立並存續，而且已向本行提出申請並獲本行允許使用企業網上銀行服務的法人，其中包括但不限於公司、協會、基金會等組織或團體，如政府部門、學會或機關。

1.5. "Corporate Customer Representatives" means those persons authorized and empowered by the Corporate Customer to act for and on behalf of the Corporate Customer in all and any matters related to the Business Online Banking Services, namely, to apply for access to and the use of the Business Online Banking Services and all its current and future functionalities and to acknowledge and accept these Terms & Conditions as may be in force from time to time, to designate the Corporate Customer's accounts to be accessed and/or operated through the Business Online Banking services, to assign Users and to establish transaction and authorization limits, and "Corporate Customer Representative" shall mean any one of them.
"公司客戶代表"指獲公司客戶授權作為其代表，處理企業網上銀行服務所有及任何相關事項，即負責申請企業網上銀行服務及其目前和將來所有功能的訪問權和使用權，承認並接受不時生效的條款及細則，指定通過企業網上銀行服務訪問和/或操作公司客戶的賬戶、分配使用者、設置交易和授權限制的人士。

1.6. "Leased Line" means a private permanent telecommunications connection between the computer systems of the Bank and those of the Corporate Customer set up by a telecommunications carrier.
"租賃線路"指電信運營商在本行電腦系統和公司客戶電腦系統之間設置的私人永久性電信連接。

1.7. "Password" means the identification code that the Corporate Customer uses to verify the relevant User ID when logging in to access the Business Online Banking Services.
"密碼"指公司客戶在訪問企業網上銀行服務時以使用者身份登陸，用以驗證相關登入代號的識別碼。

1.8. "OTP" (One Time Password) means the unique numerical password, generated by the system and delivered to the Users through SMS to a valid mobile phone number, registered by the Corporate Customer Representatives with the Bank, in order to confirm certain transactions.
"OTP"（一次性密碼）指由系統生成然後發送給使用者的唯一數位密碼，該密碼會通過短信發送至公司客戶代表在本行登記的有效手機號碼，以確認特定交易。

1.9. "Security Elements" means, collectively, all electronic devices, codes or access procedures, including, without limitation, the OTP, the User ID and the Password, issued by the Bank or defined by or issued to the Corporate Customer or any other body designated by the Corporate Customer from time to time (and that shall be accepted by the computer systems of the Bank) which enable the Users to access and use the Business Online Banking Services.
"安全元件"指所有電子設備、代碼或訪問程序，包括但不限於由本行發佈或定義，或對公司客戶發佈，或對公司客戶不時指定的任何其他機構（該機構應獲得本行電腦系統的認可）發佈的，用戶用以訪問和使用企業網上銀行服務的一次性密碼、登入代號和密碼。

1.10. "The Macau SAR" refers to the Macau Special Administrative Region of the People's Republic of China.
"澳門特別行政區"指中華人民共和國澳門特別行政區。

1.11. "User ID" means the identification code assigned by the computer systems of the Bank which when used in conjunction with a Password, enables the Corporate Customer to access the Business Online Banking Services.
"登入代號"指本行電腦系統分配的識別碼，公司客戶須使用該識別碼和密碼才能訪問企業網上銀行服務。

1.12. "Users" means the persons designated by the Corporate Customer Representatives to access and/or use the Business Online Banking Services on behalf of the Corporate Customer to access and/or perform operations on the Corporate Customer's accounts with the Bank, and "User" shall mean any one of them.
"使用者"指由公司客戶代表指定，代表公司客戶訪問和/或使用企業網上銀行服務，以訪問和/或在公司客戶的本行賬戶中執行操作的人士。

In these Terms and Conditions, unless stated otherwise, references to the plural shall include the singular and vice versa; words importing a gender shall include every gender.
在本條款及細則中，除另有規定外，表示單數的詞語亦表示其複數形態，反之亦然；表示單一性別的詞語亦表示全部性別。

2. **Access to Services**
訪問服務

2.1. All Corporate Customers wishing to access and use the Business Online Banking Services shall fill in and deliver to the Bank the Application Forms, duly signed by the Corporate Customer Representatives, together with all ancillary documents required by the Bank. The Bank shall accept applications from Corporate Customers at its sole discretion.
希望訪問和使用企業網上銀行服務的所有公司客戶應填寫，並向本行遞交一份經公司客戶代表簽署的申請表，連同本行要求的所有輔助文件。本行可自行決定是否接受公司客戶的申請。

2.2. By applying to use the Business Online Banking services, the Corporate Customer agrees to ensure that the User(s) shall at all times use the Security Elements, including, without limitation, the User ID, the Password and the OTP to login, access and use the Business Online Banking Services to execute only legitimate, intentional and correct operations in accordance with the instructions and requirements specified by the Bank and provided from time to time to the Corporate Customer in printed or electronic format; the Corporate Customer shall at all times fully indemnify and hold harmless the Bank in respect of any and all liabilities resulting from or connected with acts or omissions of any parties accessing and/or using or purporting to access and/or use the Business Online Banking Services through the use or misuse of any of the Security Elements issued or assigned to the Corporate Customer or the Users; the Bank shall not be liable in any way for any act or omission of the Corporate Customer or the Users when storing, using, managing, transporting or transmitting the Security Elements, once the same have been delivered or transmitted by the Bank to the Corporate Customer, the Corporate Customer Representatives or the Users, as the case may be.
申請使用企業網上銀行服務即表示公司客戶同意確保使用者始終使用安全元件，其中包括但不限於登入代號、密碼和一次性密碼，用以登陸、訪問和使用企業網上銀行服務，以按照本行指定並不時以列印或電子格式向公司客戶提供的指示和要求，執行合法、有意且正確的操作；公司客戶應始終完全確保本行免於承擔，因通過使用或濫用向公司客戶或使用者發佈或分配的任何安全元件，來訪問和/或使用，或聲稱訪問和/或使用企業網上銀行服務的任何一方的作為或不作為，而引起的任何及所有責任；在本行將安全元件遞交或傳輸至公司客戶、公司客戶代表或使用者（視情況而定）後，本行完全無須對公司客戶或使用者在儲存、使用、運輸或傳輸安全元件時的任何作為或不作為負責。

2.3. The Corporate Customer agrees that it shall manage its Users in accordance with the instructions and requirements specified by the Bank as communicated from time to time to the Corporate Customer in any printed or electronic format.
公司客戶同意其應按照銀行指定的指示和要求管理其用戶，而相關指示和要求不時以任何印刷或電子格式傳達予公司客戶。

2.4. The Bank may, at any time and at its sole and absolute discretion, set out as a requirement for the use and/or access of the Business Online Banking Services that the Corporate Customer hires a Leased Line for the purposes of establishing a direct and secure connection between the computer systems of the Bank and those of the Corporate Customer. Failure by the Corporate Customer to comply with this requirement may lead to immediate termination of the provision of Business Online Banking Services by the Bank without prior warning. The Corporate Customer expressly agrees that failure by the Corporate Customer to hire a Lease Line when so requested by the Bank constitutes an event of default entitling the Bank to terminate the provision of the Business Online Banking Services without incurring in any liability whatsoever, including, without limitation, direct, indirect or consequential losses and loss of business.
本行可隨時自行對企業網上銀行服務的使用和/或訪問設置一項要求，即要求公司客戶租用租賃線路，以便在本行電腦系統和公司客戶電腦系統之間建立並維持直接連接。如果公司客戶違反此要求，則本行可在無事先警告的情況下，立即終止提供企業網上銀行服務。公司客戶明確同意，公司客戶在本行提出要求後未租用租賃線路的情況構成違約事件，本行因此有權終止提供企業網上銀行服務，且無須承擔任何責任，其中包括但不限於直接、間接或後果性損失和業務損失。

2.5. The Corporate Customer shall be solely and exclusively liable for all losses and damages in the event that the Corporate Customer allows any type of remote access, from any location, in Macau or overseas, to the computer systems directly connected to the Leased Line and the Corporate Customer shall be obligated to ensure and guarantee the security of such access. The Corporate Customer expressly agrees and accepts that such remote access shall be set up and maintained exclusively by the Corporate Customer and the Corporate Customer further undertakes to indemnify and hold harmless the Bank from any and all losses and damages suffered or incurred, directly or indirectly, as a result of the use or misuse of such remote access.
如果公司客戶允許從澳門或中國境外的任何地點，對與租賃線路直連的電腦系統進行任何類型的遠端存取，則公司客戶須對所有損失和損害承擔全部責任，且有義務保證該類遠端存取的安全性。公司客戶明確同意並接受，該類遠端存取應由公司客戶單獨建立和維持，並進一步承諾保證本行免遭因使用或濫用該類遠端存取而直接或間接引起的任何及所有損失和損害。

2.6. The Bank may from time to time at its sole and absolute discretion specify which of the Security Elements must be used by the Corporate Customer or the Users in certain operations or types of operations included in the Business Online Services, including, but without limitation, the "One Time Password" received by SMS. For the purposes of avoidance of doubt, the Corporate Customer acknowledges and accepts that any instructions issued by the Bank under this clause shall not, under any circumstances, limit the liability of the Corporate Customer as set out in these terms and conditions, arising from the use or misuse of the Security Elements.
本行可不時自行指定公司客戶或使用者，在企業網上服務所包含的特定操作或特定類型操作中，必須使用的安全元件，其中包括但不限於，以短信接收之"一次性密碼"。為避免疑義，公司客戶承認並接受，本行根據本條規定發佈的任何指示，在任何情況下，均不得限制本條款及細則中規定的，因使用或濫用安全元件而產生的公司客戶責任。

2.7. The Corporate Customer may apply for and the Bank may grant to the Corporate Customer the authority for the Corporate Customer to manage and/or grant access rights to the Business Online Banking Services to some Users. The Bank shall maintain at all times the right to specify which types of User(s) may be authorized by the Corporate Customer to access and operate the Business Online Banking Services and what procedures and requirements the Corporate Customer must comply with in granting such access rights; the consents and authorities granted by the Bank under this clause may be revoked or suspended at any time by the Bank at its sole and absolute discretion, with prior notice to the Corporate Customer, and, upon such suspension or revocation, the Bank may suspend or revoke any of the Security Elements issued to Users under the authority so granted to the Corporate Customer by the Bank; issuance of such authority or instructions by the Bank shall not, under any circumstances, limit the Corporate Customer's liability in respect of the use or misuse of the Business Online Banking Services; the Corporate Customer shall be fully and solely liable for all losses and damages arising out of or resulting from any actions and/or omissions in respect of or connected with the exercise of such authority and the breach of any procedures or requirements which may be issued by the Bank from time to time in connection with the same.
公司客戶可申請且本行可授權公司客戶管理企業網上銀行服務，和/或將企業網上銀行服務的訪問權授予部分使用者。本行始終有權指定公司客戶可授權哪類使用者訪問和操作企業網上銀行服務，以及在授予該訪問權時必須遵守哪些程序和要求；本行根據本條規定授予的同意和許可權，可由本行隨時自行撤銷或暫停，且本行無須事先通知公司客戶，在該撤銷或暫停後，本行可暫停或撤銷公司客戶根據本行授予的許可權向用戶發佈的任何安全元件；本行授予和發佈的該類許可權或指示，在任何情況下，均不得限制公司客戶在使用和濫用企業網上銀行服務方面的責任；公司客戶應對因行使該類許可權有關的任何作為和/或不作為，或因為違反本行不時發佈的，與該類許可權有關的任何程序或要求而引起的所有損失和損害負全部責任。

2.8. The Corporate Customer acknowledges and accepts that it is a condition for the Corporate Customer to be accepted as and continuing to be a user of the Business Online Banking Services that the Business Online Banking Services are used solely and exclusively by the Corporate Customer, through the Users designated as such by the Corporate Customer.
公司客戶承認並接受，公司客戶獲認可並保持企業網上銀行服務之使用者身份的條件是企業網上銀行服務通過公司客戶指定的使用者，僅為公司客戶所使用。

2.9. The Corporate Customer acknowledges that the Security Elements are strictly confidential and undertakes to ensure that none of the Security Elements shall be disclosed to parties which are not authorized to operate the Business Online Banking Services on behalf of the Corporate Customer. The Corporate Customer undertakes to divulge the Security Elements only to the extent strictly necessary for the Users to use and operate the Business Online Banking Services as authorized by the Bank. The Corporate Customer shall fully indemnify and hold the Bank harmless in respect of all losses and damages incurred or suffered by the Bank as a result of any act or omission whether intentional or unintentional which causes a breach of confidentiality of any of the Security Elements and the unauthorized on unintentional use of the same.
公司客戶承認安全元件為嚴格保密性質，並承諾確保不向無權代表公司客戶操作企業網上銀行服務的無關方披露任何安全元件。公司客戶承諾僅向使用者披露必要的安全元件，以使用和操作經本行授權的企業網上銀行服務。公司客戶應完全保證本行免遭因導致違反任何安全元件的保密條款的任何作為或不作為（無論有意還是無意），以及無授權或無意使用安全元件而引起的所有損失和損害。

2.10. All instructions given through the use of the Security Elements shall be valid and conclusively binding upon the Corporate Customer. Any confirmation by the Bank that an instruction has been received and/or a transaction has been performed shall be deemed to have been received by the Corporate Customer immediately upon its transmission, and once given and accepted cannot be cancelled or changed.
通過安全元件的使用給予的所有指示均有效，並對公司客戶具有最終約束力。本行表示指示已接收和/或交易已執行的任何確認書，應在傳輸後立即視公司客戶已接收，該確認書一經發出和接受，不得撤銷或更改。

2.11. The Corporate Customer shall notify the Bank immediately if suspicion arises that the security and confidentiality of any of the Security Elements have been compromised, including, without limitation, if any of the Security Elements have been lost, stolen or have become in any way known by or have been disclosed to persons other than the Corporate Customer or its User(s). The Corporate Customer shall indemnify and hold harmless the Bank in respect of any cost, claim or liability, including without limitation loss of business and loss of goodwill, resulting from, arising out of or connected with any failure by the Corporate Customer in giving notice to the Bank under this clause.
如果懷疑任何安全元件的安全性和保密性已遭損害，包括但不限於，任何安全元件已丟失、被盜、公開，或已向除公司客戶或其使用者以外的人士披露，則公司客戶應立即通知本行。公司客戶應保證本行免於承擔任何成本、索賠或責任，包括但不限於，因公司客戶未能根據本條規定向本行發出通知而引起的業務損失和商譽損失。

2.12. To the extent allowed by law, the computer data records of Business Online Banking Services or any other computer systems of the Bank, existing or reproduced in electronic format, printed matter or any other media, shall constitute evidence of all transactions performed by or on behalf of the Corporate Customer and are admissible in court as final and conclusive evidence of such transactions.
在法律允許的範圍內，企業網上銀行服務或本行任何其他電腦系統的電腦資料記錄，無論是現有的還是以電子格式、列印或任何其他媒體複製的，均構成由公司客戶或代表公司客戶執行的所有交易的證據，並可作為該類交易的最終和決定性呈堂證據。

3. Banking Operations
銀行業務操作

3.1. The Corporate Customer acknowledges and accepts that once the login procedures are completed using the required Security Elements, all operations validated and accepted by the computer systems of the Bank are assumed to have been intentionally and correctly performed by the Corporate Customer and are not reversible.
公司客戶承認並接受，在使用必要安全元件的登陸程序完成後，均假定公司客戶同意及認為是正確執行本行電腦系統驗證和接受所有操作，且此類操作不可逆轉。

3.2. The Corporate Customer hereby irrevocably authorizes the Bank to debit any or all amounts pursuant to any banking operation effected through the Business Online Banking Services from the accounts nominated by the Corporate Customer to be accessible through the Business Online Banking Services and accepted by the Bank for such purpose. In the event that any amount which has been withdrawn, transferred and/or paid from any of the above mentioned accounts exceeds the balance of such account and no account sweeping funding system has been requested by the Corporate Customer the Bank may retain such shortfall from any payment then or thereafter due to the Corporate Customer or otherwise collect such shortfall in whatever way it deems fit including without limitation exercising its rights pursuant to this clause 3.2.
公司客戶特此不可撤銷地授權本行根據企業網上銀行服務中任何有效的銀行業務，將公司客戶指定可通過企業網上銀行服務訪問，且本行同意可通過企業網上銀行服務訪問的賬戶中的任何或所有金額進行扣賬。
如果已從上述賬戶中提取、轉賬和/或支付的任何金額超過該賬戶的餘額，而且公司客戶並未申請賬戶融資系統，則本行可在當時或之後應向公司客戶支付的任何款項中扣除該差額，或以自身認為合適的方式收取該差額，包括但不限於行使其在第3.2條下的權利。

3.3. The Bank may, at any time, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the then existing accounts opened under the name of the Corporate Customer (whether held singly or jointly with others or whether a deposit, savings or current account or any other account of any nature whatsoever, and whether matured or otherwise), and set off or transfer any sums standing to the credit of any such accounts in or towards satisfaction of any liability of the Corporate Customer to the Bank incurred as a result of the use of the Business Online Banking services by the Corporate Customer, whether such liability be present or future, actual or contingent, primary or collateral or whether owed solely by the Corporate Customer or owned jointly by the Corporate Customer and any other commercial entity or any other person. In the event that the exercise of this right by the Bank requires foreign exchange, such conversion shall be calculated at rate of exchange conclusively determined by the Bank.
本行可在不影響任何賬戶結算或其他事宜的情況下，隨時合併以公司客戶的名義開立的所有或任何現有賬戶（無論是獨立還是與他人聯名持有，無論是儲蓄賬戶、往來賬戶還是其他類型的賬戶，亦無論賬戶是否已到期），以及抵銷或轉移任何該類賬戶中的任何貸方款項，以償付公司客戶對本行虧欠的，因使用企業網上銀行業務而引起的任何負債，無論該負債是現有還是未來的，實際還是或有的，主要還是擔保的，亦無論是由公司客戶單獨虧欠，還是由公司客戶與任何其他商業實體或人士共同虧欠的。
如果本行在行使此權利時需要外匯，則應以本行決定的匯率計算兌換金額。

3.4. The Bank has the absolute right to withhold any payment which appears to be questionable, incomplete or which the Bank has reason to believe has not been properly authorized by the Corporate Customer without such withholding giving rise to any claim of whatsoever nature against the Bank.
本行有權扣留可疑、不完整、或本行有理由認為未經公司客戶正式授權的任何付款，且不得將該扣留行為作為向本行提出任何類型索賠的理由。

4. Limitation of Liability and Indemnification
責任限制和賠償

4.1. By applying for and using Business Online Banking, the Corporate Customer is aware that traffic on the Internet may be intercepted or suffer from errors, delays, interrup tions, stoppages or incomplete transmissions and acknowledges that all books and records kept and maintained by the Bank shall provide, for all intents and purposes, final and conclusive evidence of any particular transaction.
申請和使用企業網上銀行服務即表示，公司客戶已知互聯網上的流量可能會遭到攔截，或出現傳輸錯誤、延遲、中斷、堵塞或不完整的情況，並承認本行維持和保密的所有簿冊和記錄，應完全構成任何特定交易的最終和決定性證據。

4.2. The Corporate Customer shall ensure that there are sufficient funds or pre-arranged credit facilities in the Corporate Customer's account(s), in order for the Bank to be able to fulfill any orders and/or instructions placed by the Corporate Customer. The Bank shall not be held liable for any losses or damages resulting from or arising out of any failure or delay in the fulfillment of such orders and/or instructions due to insufficient funds and/or credit facilities.
公司客戶應確保其賬戶中有充足的資金或預先安排的授信，以便本行執行公司客戶下達的任何命令和/或指示。本行無須對因資金和/或授信不足所造成的命令和/或指示執行失敗或延遲而引起的任何損失或損害負責。

4.3. The Corporate Customer shall verify the accurateness, completeness and correctness of all entries made into the respective accounts and shall immediately notify the Bank upon having knowledge of any errors or omissions relating to transactions conducted or instructions issued through Business Online Banking Services, including but not limited to any non-requested banking operation or any requested but not executed banking operation.
公司客戶應核實記入各自賬戶的所有條目的準確性、完整性和正確性，並應該在獲悉與通過企業網上銀行服務進行的交易或發佈的指令有關的任何錯誤或遺漏後，立即通報本行，這包括但不限於任何未要求的銀行業務或任何要求但未執行的銀行業務。

4.4. Pursuant to clause 2.9 hereinbefore, the Corporate Customer is liable for any and all losses or damages directly or indirectly arising out of, resulting from or in connection with the use, in any way, of the Business Online Banking Services by unauthorized persons of for unauthorized purposes. The Bank shall not be held liable for having acted in good faith upon instructions given through the use of the Security Elements of the Corporate Customer by unauthorized third parties. The Corporate Customer shall indemnify and hold harmless the Bank in respect of any cost, claim or liability, including without limitation loss of business and loss of goodwill, resulting from, arising out of or connected with the unauthorized use, misplacement or disclosure of the Security Elements.
根據上文第2.9條，公司客戶應該對因未經授權的人士出於未經授權的目的，以任何方式使用企業網上銀行服務而直接或間接產生的、導致的或與之相關的任何以及所有損失或損害承擔責任。對於未經授權的第三方使用公司客戶的安全元件發出的指令，本行依指令善意行事的，本行概不承擔責任。對於因安全元件被未經授權使用、安置不當或洩露而導致、引起或與之相關的任何費用、索賠或責任（包括但不限於業務損失和商譽損失），公司客戶應該賠償本行，使其免受損害。

4.5. The Bank shall not be held liable for any error or omission by the Corporate Customer, any User or any other person acting or purporting to act on behalf of the Corporate Customer or in any way accessing or making use of Business Online Banking Services. The Corporate Customer shall ensure the accurateness, completeness and correctness of all information and instructions issued for the purposes of using and accessing the Business Online Banking Services and that any transaction or message is performed or received intentionally and correctly.
對於公司客戶、任何其他使用者或代表或聲稱代表公司客戶的人士、或以任何方式訪問或使用企業網上銀行服務的人士的任何錯誤和疏忽，本行概不承擔任何責任。公司客戶應確保為使用和訪問企業網上銀行服務而發佈的所有資訊和指令的準確性、完整性和正確性，以及確定任何交易或資訊均被有意而正確地執行或接收。

4.6. The Bank shall not be liable in any way as a result of any interruption, suspension or malfunction of the Business Online Banking Services or affecting the ability by the Corporate Customer to access or use the Business Online Banking Services where such interruption, suspension or malfunction results from or is a consequence of an event of force majeure or any other event beyond the control of the Bank or of any maintenance, upgrade or repair performed on any computer, software or telecommunications system used for or in the provision of the Business Online Banking Services. To the extent allowed by law, the Bank gives no warranty of any kind in respect of the accessibil ity, functionality or fitness for any purpose of the Business Online Banking Services or any of the functionalities made available thereunder to the Corporate Customer.
當企業網上銀行服務中斷、暫停或故障、或影響公司客戶訪問或使用企業網上銀行服務的能力時，若該等情況系由不可抗力、本行無法控制的事件，或由用於或提供企業網上銀行服務的任何電腦、軟體或電信系統進行維護、維修或升級等事件造成的，本行對此概不承擔任何責任。在法律允許的範圍內，本行不對企業網上銀行服務的可訪問性、功能性或適用性，或當中公司客戶可使用的任何功能作出任何形式的保證。

5. Expenses and Charges
收費及開支

5.1. The Bank may, after prior notice is given to the Corporate Customer, charge fees or commissions for the use of Business Online Banking or any of its features. A list of the fees and commissions so charged is available at the website of the Business Online Banking Services.
本行可在事先通知公司客戶後，就使用網上銀行業務或其任何功能收取費用或佣金。收取的費用和佣金列表列於企業網上銀行服務網站上。

5.2. The Corporate Customer hereby irrevocably authorizes the Bank to debit from the accounts, nominated by the Corporate Customer and accepted by the Bank for that effect, any commissions, fees, taxes or other charges that are or may become due to the Bank for banking operations affected through the Business Online Banking Services.
公司客戶在此不可撤銷地授權本行從由公司客戶指定的、且本行接受的賬戶中扣除因通過企業網上銀行服務進行銀行業務而向或可能需向本行支付的任何佣金、費用、稅費或其他收費。

6. Suspension and Termination of Services
暫停及終止服務

6.1. The Bank reserves the right, at any time, in its complete discretion and under no obligation to justify such decision, not to accept an application for access to Business Online Banking Services submitted by a Corporate Customer.
本行保留在任何時候完全酌情決定不接受公司客戶提交的使用企業網上銀行服務申請的權力，且沒有義務解釋該決定。

6.2. The services provided under the Business Online Banking Services may be terminated, at any time by either party, effective upon receipt of notice to that effect.
任何一方均可隨時終止在企業網上銀行服務項下提供的服務，並在收到通知後立即生效。

6.3. The use by the Corporate Customer of the Business Online Banking Services shall terminate immediately upon cessation of business, bankruptcy, liquidation, dissolution, insolvency or economic failure in any other form affecting the Corporate Customer or if, at the sole discretion of the Bank the provision of the Business Online Banking Services to the Corporate Customer is found to be detrimental in any way to the interests of the Bank or if a competent authority determines the suspension or cancellation of the Business Online Banking Services to the Corporate Customer or if the Corporate Customer is suspected of or found to have been using the Business Online Banking Services in breach of or for purposes which violate any applicable law, regulation, directive or instruction issued by a competent governmental or banking authority, including without limitation any applicable law, regulation, directive or instruction governing the prevention and repression of money laundering activities. The Bank shall not be liable in any way for termination of the Business Online Banking services under this clause 6.3.
公司客戶使用的企業網上銀行服務應在以下情況下立即終止：如發生業務停止、破產、清算、解散、資不抵債或影響公司客戶的任何其他形式的經濟失敗，或如本行完全酌情認為向公司客戶提供企業網上銀行服務對本行的利益有任何損害，或如果主管當局決定暫停或取消向公司客戶提供企業網上銀行服務，或如果公司客戶涉嫌或被發現違反或出於違反由主管政府或銀行當局發出的任何適用法律、規例、指示或指令（包括但不限於任何管制防止及打擊洗錢活動的適用法律、規例、指示或指令）的目的而使用企業網上銀行服務。根據第6.3條，本行對終止企業網上銀行服務不承擔任何責任。

7. Service Conditions
服務條件

7.1. The Bank reserves the right to, from time to time, and without prior notice, vary, suspend, discontinue or withdraw all or some of the services available through the Business Online Banking Services. The Bank shall not be held liable for any damages resulting from or arising out of such variation, suspension, discontinuation or withdrawal.
本行保留隨時更改、暫停、終止或撤銷所有或部分企業網上銀行服務所提供服務的權利，恕不另行通知。對於因此類更改、暫停、終止或撤銷導致的任何損害，本行概不負責。

7.2. For security reasons, the Bank may implement additional control measures, requiring banking operations to be confirmed in writing or through other means by the Corporate Customer.
為安全起見，本行可實施額外的控制措施，要求公司客戶以書面形式或通過其他方式確認銀行業務。

8. **Amendment**
修訂

8.1. These Terms and Conditions are subject to change, upon prior notice being given to the Corporate Customer. Such changes shall become valid, binding and enforceable from the effective date set out in the notice and shall be deemed to have been served on the Corporate Customer upon being displayed at the website of the Bank, posted or e-mailed to the Corporate Customer, or advertised by any other means considered appropriate by the Bank. Acceptance of the same by the Corporate Customer shall be deemed to have occurred upon the Corporate Customer continuing to use the Business Online Banking Services after such notice has been so served.
本條款及細則可在事先通知公司客戶後隨時更改。此類更改應自通知中規定的生效日期起生效，具有約束力並可強制執行，且在本行網站上顯示、郵寄或以電子郵件發送給公司客戶，或以本行認為適當的任何其他方式進行廣告過後，應被視為已送達公司客戶。通知以此方式送達後，公司客戶繼續使用企業網上銀行服務的，應視為其接受此類更改。

8.2. Any notice given by the Bank in writing and sent by post to the Corporate Customer shall be deemed to have been received by the Corporate Customer on the next business day after being posted to the address of the Corporate Customer's designated Account(s) as stated on the records of the Bank.
本行以書面形式發出並郵寄給公司客戶的任何通知，應在郵寄至銀行記錄所載公司客戶指定賬戶地址後的下一個工作日即被視為公司客戶已收到。

9. **Supplementary terms and conditions**
補充條款及細則

9.1. The Corporate Customer agrees to act in accordance with these Terms and Conditions and any other instruction issued by the Bank from time to time, and further warrants that all information provided by the Corporate Customer to the Bank in relation to the Business Online Banking Services is true, complete and up-to-date. The Corporate Customer shall inform the Bank promptly in respect of any changes to such information. The Corporate Customer shall indemnify and hold harmless the Bank in respect of all losses, damages, claims and suits arising out of or in connection with any failure by the Corporate Customer to comply with this clause 9.1.
公司客戶同意遵守本條款及細則以及由本行不定期發出的任何其他指令，並進一步保證所有由公司客戶提交給本行的關於企業網上銀行服務的資訊真實、完整並且為最新。如有關資訊有任何更改，公司客戶應立即通知本行。由於公司客戶違反第9.1條引發的或與之相關的所有損失、損害賠償、索賠和訴訟，企業用戶應賠償我行，並讓本行不會因此遭受任何損失。

9.2. The Terms and Conditions herein contained shall not affect and shall furthermore enforce any other terms and conditions governing the relevant accounts used for banking operations executed through the Business Online Banking Services or any other contracts and agreements entered by and between the Corporate Customer and the Bank or any other rules and regulations as applied from time to time in respect of services provided by the Bank.
本條款及細則不得影響和加強任何其他能約束在企業網上銀行服務處理銀行業務的相關賬戶的條款及細則的效力，或公司客戶與本行之間簽訂的任何其他合同和協定，或就本行提供服務而不時提出的任何其他適用的規章制度。

9.3. The Corporate Customer agrees to observe and comply with all the terms and conditions herein contained and to indemnify the Bank against all reasonable costs, claims, demands, expenses, actions, losses and damages which the Bank may suffer as a result of the failure or omission on the part of the Corporate Customer to observe and comply with these terms and conditions.
公司客戶同意遵守本條款及細則。同時，由於公司客戶違反或因疏漏而未完全遵守本條款及細則而造成本行可能遭受的所有合理費用、索賠、需求、開支、操作和損害賠償，企業用戶同意賠償本行。

9.4. The Corporate Customer hereby consents to the holding, processing and transfer of personal or corporate data provided to the Bank in connect!on with the usage of the Services Pursuant to and for the purposes of paragraph 1 of article 6 and paragraph 1 of article 20 of Law 8/2005 **(** as applicable **)** , the Customer expressly authorize the Bank to disclose personal or corporate data to any intermediary, correspondent bank, beneficiary bank, beneficiary or service provider, as may be required for the Bank to fully execute any instructions given through the BNU Business Online Banking, and the Corporate Customer hereby waives the corresponding banking secrecy rights pursuant to article 80 of Decree-Law no, 32/93/M in connection hereof.
公司客戶在此同意銀行持有、處理和傳送原先提供與臉務使用有關的個人或公司資料。根據第8/2005號法律第六條第（一）項和第二十條第（一）項之規左（如適用）及為著其效力，客戶明確授權銀行因需充分執行透過企業網上銀行服務發出之任何指令而向任何中介人、代理銀行、收款銀行、收款人或服務提供商透露個人或公司資料，且根據第32/93/M號法令第八十條之規定，公司客戶在此免除相應的銀行保密權利。

9.5. These terms and conditions are written in Portuguese, Traditional & Simplified Chinese and English. In the event of any inconsistency between the four versions, the English version shall prevail.
本條款及細則以葡萄牙文、繁體中文、簡體中文及英文書寫。各版本之間如存在任何矛盾，以英文版為准。

10. **Governing Law**
管轄法律

10.1. These Terms and Conditions shall be construed in accordance with and governed by the laws of the Macau SAR and any conflict arising from or in connection with these Terms and Conditions and the use of the Business Online Banking Services shall be submitted to the exclusive jurisdiction of the courts of the Macau SAR.
本條款及細則應按澳門特別行政區法律解釋，並受其管轄。凡因本條款及細則以及使用企業網上銀行服務而引發的或與之相關的任何衝突，均應提交澳門特別行政區法院接受專屬管轄。

We declare that we have read, understand and accept these BNU Business Online Banking Services Terms & Conditions and in particular the risks involved in the execution of banking operations through the Internet and we hereby agree to be bound by such terms and conditions, a copy of which has been provided to us and for which weacknowledge receipt.
本公司聲明，本公司已閱讀、理解並且接受上述大西洋銀行企業網上銀行服務條款及細則，特別是關於網上辦理銀行業務所涉及的風險。本公司同意受其約束，並確認已收到上述條款及細則副本。