

Your confirmation and indemnity

- (i) You accept the restriction of liabilities and disclaimers imposed by us and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House respectively. You accept and agree to bear the risks and the liabilities for depositing e-Cheques.
- (ii) Without reducing the effect of any indemnity given by you under the Non e-Cheque Terms or any other rights or remedies that we may have, you will indemnify us and our officers, employees and agents and hold each of them 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 us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the e-Cheques Deposit Services or your use of the e-Cheques Deposit Services.
- (iii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents.
- (iv) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.

閣下的確認及彌償

- (i) 閣下接受我們及票據交易所施加分別有關電子支票存款服務及由票據交易所提供服務的責任限制及免責聲明。閣下接受並同意承擔電子支票存款的相關風險及責任。
- (ii) 在不影響閣下根據非電子支票章則給予彌償或我們可能擁有的任何其他權利或補償的情況下，對於任何可能出現或使我們或我們高級職員、僱員及代理蒙受的責任、索償、索求、虧損、損害賠償、成本、費用及開支（包括在全額彌償的基礎上產生的訴訟費及其他任何合理產生的開支），以及因我們提供電子存款服務章則或閣下使用電子存款服務而產生或與此相關的由我們或上述人士提出或針對我們或上述人等的任何行動或訴訟，閣下應對我們及上述人士予以彌償，並使之不受損害。
- (iii) 上述彌償章則不適用於被證明直接且完全是因為我們或我們高級職員、僱員或代理的疏忽或故意拖延而導致的直接且可合理預見的任何責任、索償、索求、虧損、損害賠償、成本、費用、開支、行動或訴訟。
- (iv) 電子支票存款服務結束後，上述彌償章則應持續有效。