

電子結單及電子通知書服務條款及細則

本條款及細則(「本條款」)適用於任何使用由中國民生銀行股份有限公司香港分行(于中华人民共和国注册成立的股份有限公司) (「本行」)提供的電子結單/電子通知書服務 (「本服務」)的客戶(「閣下/貴公司」)。

1. 服務範圍

1.1 本行提供或閣下/貴公司使用本服務受本條款規管。此外，除非本行另有同意，否則各不時規管服務所涵蓋的戶口、服務及產品的所有協議、條款及細則繼續適用。就本服務而言，如本條款與該等協議、條款及細則有任何不一致，概以本條款為準。

1.2 本行有權不時指定或更改服務的範圍、程度及其特點而無須事先通知閣下/貴公司。

2. 提供及使用服務

2.1 閣下/貴公司應確保：

- (a) 閣下/貴公司具備有效的私人銀行賬戶；
- (b) 閣下/貴公司使用本行不時接納的電訊設備、電訊服務供應商及可接收及閱讀電子通訊的電子軟件；及
- (c) 閣下/貴公司在本行記錄中的電郵地址及手提電話號碼時刻保持(i)有效、(ii)最新及(iii)可接收本行發送的電子通訊及任何其他訊息。

2.2 本行會以本行不時決定的下列（或任何一種）方法向閣下/貴公司提供各電子結單及/或電子通知書服務：

- (a) 提供至閣下/貴公司的網上銀行及/或手機銀行；及
- (b) 以電郵發送至閣下/貴公司在本行記錄中的電郵地址。

2.3 就閣下/貴公司的電訊服務供應商提供與服務相關的電訊設備及服務，閣下/貴公司須負責支付所有費用、收費及開支。

2.4 對於投資服務，本服務涵蓋投資服務相關的結單、通知書、證實單及/或確認書等，及本行不時決定的任何其他證券及/或其他產品及/或服務的結單、通知書、證實單及/或確認書等。

2.5 對於投資服務，閣下/貴公司同意依時查閱該等通知書，並接受有關該等通知書在相關該等通知書發出日後 24 個月內可供查閱。

2.6 如電子結單及/或電子通知書已提供至閣下/貴公司的網上銀行及/或手機銀行，本行無責任但可通知閣下/貴公司已提供最新的電子結單及/或電子

通知書。本行可以發送訊息至閣下/貴公司在本行記錄中的手提電話號碼或電郵地址（或兩者）通知閣下/貴公司。

2.7 除非本行另有決定並受限於第 2.8 及 2.9 條，如本行按第 2.2 條向閣下/貴公司提供電子通訊，本行將不會向閣下/貴公司提供相應結單及/或通知書（按情況適用）。

2.8 在發出電子結單及/或電子通知書後，本行可酌情但並無責任按閣下/貴公司要求以紙張形式提供相應結單及/或通知書。本行有權就提供相應結單及/或通知書向閣下/貴公司收取費用。

2.9 如本行以電郵發送電子結單及/或電子通知書：

(a) 如本行認為已成功發送至閣下/貴公司的電郵地址，本行不會重發；

(b) 如本行認為未能送達閣下/貴公司，本行可（但無責任）進行下列行動（或任何一項）：

(i) 按本行就重發電子結單及/或電子通知書不時設定的程序重發；

(ii) 按本行認為合適的任何方法通知閣下/貴公司，而閣下/貴公司須遵從本行在該通知中的任何指示；

(iii) 向閣下/貴公司在本行記錄中的郵寄地址郵寄相應結單或通知書；及

(iv) 按本行的決定處置上述電子結單及/或電子通知書，包括從本行的系統及記錄中刪除或移除該等電子結單及/或電子通知書；及

(c) 該電郵只限單向傳送故閣下/貴公司不應回覆。

2.10 向閣下/貴公司電郵地址發送的每個電子結單及/或電子通知書會受密碼保護。閣下/貴公司可以最新的密碼獲取已發送至閣下/貴公司電郵地址的電子結單及/或電子通知書。

2.11

(a) 閣下/貴公司同意適時地小心審閱向閣下/貴公司提供的所有電子結單及/或電子通知書。閣下/貴公司有責任定期審查閣下/貴公司的網上銀行及/或手機銀行及電郵地址有否收到電子結單及/或電子通知書。就每個電子結單及/或電子通知書內的記項或交易出現因任何人士冒簽或其他偽造、欺詐、未經授權或疏忽所引致的任何錯誤、遺漏、差歧、未經授權的支賬或不當情況，閣下/貴公司同意從速通知本行。

(b) 如電子結單及/或電子通知書中顯示任何指稱的錯誤、遺漏、差歧、未經授權支賬或不當情況，閣下/貴公司應在本行以上列第 2.2 條所載的方法發出電子結單及/或電子通知書後 90 日內通知本行。如本行

未有在指定期間內收到閣下/貴公司任何該等通知，(i) 電子結單及/或電子通知書即被視為正確、最終並對閣下/貴公司具有約束力，及(ii)閣下/貴公司亦會被視為已放棄就該電子結單及/或電子通知書向本行提出任何反對或採取任何補救方法的任何權利。

2.12 閣下/貴公司明白發送至閣下/貴公司的網上銀行及/或手機銀行或以電郵發送的電子結單及/或電子通知書只會在本科不時釐定的有限期內提供。本科會定期清除過去於網上銀行及/或手機銀行內的電子結單及/或電子通知書，即使閣下/貴公司未有查看、獲取或儲存該等電子結單及/或電子通知書。

2.13

(a) 存放於閣下/貴公司的網上銀行及/或手機銀行的電子結單及/或電子通知書，將在存放於閣下/貴公司的網上銀行及/或手機銀行時被視為已送達閣下/貴公司。

(b) 以電郵向閣下/貴公司發送或重發(如適用)的所有電子結單及/或電子通知書，均在本行記錄顯示已發送或重發時視為已送達閣下/貴公司。

2.14 除非本科另有指定，在閣下/貴公司已選擇或本科已指定按本服務向閣下/貴公司提供某類別、級別或組別的電子結單及/或電子通知書後，就本科可向閣下/貴公司提供或閣下/貴公司日後可使用並屬該類別、級別或組別的一切戶口、服務及產品的相關電子結單及/或電子通知書，本科會將該等電子結單及/或電子通知書納入本服務內。本科不會為此另行通知閣下/貴公司。

2.15 本科可聘用任何人士支援本服務，包括任何電訊服務供應商或其他獨立服務供應商。該人士並不是本科的代理或代名人，亦跟本科無合作、合夥、聯營或其他關係。本科概不負責因或有關該人士的任何作為或遺漏而引致閣下/貴公司可能蒙受或招致的任何性質的任何法律行動、索償、損失、損害或債務。

2.16 如在任何司法管轄區對閣下/貴公司作出要約或游說登記任何服務或產品屬違法，閣下/貴公司不應將(a)電子結單及/或電子通知書、(b)電郵附函或(c)連附於(a)或(b)的任何超連結內的任何資料或訊息視為在該等司法管轄區內就登記任何服務或產品的要約或游說。

2.17 閣下/貴公司確認因本服務或與之有關而向本科提供的所有資料於所有相關時間均屬完整、準確及最新。閣下/貴公司同意就資料的任何更改(以本科接納的方式)從速通知本科。

2.18 如戶口由兩名或以上人士以聯名方式維持，或服務或產品是向兩名或以上人士提供，閣下使用(包括申請)服務：(a)即使就戶口、服務或產品向本科指定不同的簽署安排，閣下任何人士可單獨操作服務，及(b)閣下各人均受本條款約束。

3. 保安

3.1 閣下/貴公司明白並接納提供電子結單及/或電子通知書的方式可能涉及的所有風險。該等風險包括電子結單及/或電子通知書可能被攔截、監控、修改、干預或未經閣下/貴公司授權向他人披露。

3.2 閣下/貴公司須對閣下/貴公司的電訊設備的保安負責。閣下/貴公司必須採取所有合理的預防措施防止任何其他人士獲取任何機密資料，包括向閣下/貴公司的電訊設備發送的電子結單及/或電子通知書。

3.3 閣下/貴公司必須把密碼及其他保安資料保密。閣下/貴公司亦必須採取所有合理的預防措施防止他人未經授權或為欺詐意圖使用密碼、其他保安資料及電郵地址。

3.4 閣下/貴公司應不時更改密碼以防止他人未經授權或為欺詐意圖獲取向閣下/貴公司網上銀行及/或手機銀行或電郵地址發送的電子結單及/或電子通知書。

3.5 閣下/貴公司切勿回應提供閣下/貴公司的密碼、戶口、保安資料或個人資料的要求，即使該要求看似是由本行發送。本行絕不會提出該等要求。

3.6 閣下/貴公司切勿跟隨載於電子結單及/或電子通知書的網站地址或超連結，在屏幕上提供閣下/貴公司的戶口資料或個人資料。本行認可的所有網站地址及超連結只供閣下/貴公司參考，本行不會要求閣下/貴公司透過該等方式提供資料。

3.7 閣下/貴公司應檢查電子結單及/或電子通知書發送人的電郵地址或網站地址，以確保電子結單及/或電子通知書屬真確及由本行發送。

3.8 如(a)閣下/貴公司未能收取、獲取或閱讀任何電子結單及/或電子通知書，或(b)在收取、獲取或閱讀本行發出的任何電子結單及/或電子通知書時出現任何延誤或任何其他問題，閣下/貴公司必須從速以本行不時接納的方式通知本行。

3.9 如有任何事宜可能影響本行向閣下/貴公司提供或閣下/貴公司使用本服務，閣下/貴公司必須在合理可行的範圍內盡快以本行不時接納的方式通知本行。該等事宜包括下列（或任何一項）：

(a) 如閣下/貴公司知道或懷疑任何人士知道閣下/貴公司的密碼或網上銀行及/或手機銀行登入資料；

(b) 如閣下/貴公司知道或懷疑任何人士未經授權使用閣下/貴公司的網上銀行及/或手機銀行、電郵地址、電子結單及/或電子通知書或閣下/貴公司用以收取電子結單及/或電子通知書的任何電訊設備；

(c) 如閣下/貴公司更改電郵地址或其他聯絡資料；

(d) 如閣下/貴公司的互聯網或電訊服務或設備因任何原因已被或將會被暫停或終止；及

(e) 如任何電郵、網站超連結或閣下/貴公司的網上銀行及/或手機銀行出現不正常情況。

4. 本行責任的限制

4.1 因或有關下列（或任何一種）情況而產生令閣下/貴公司可能招致或蒙受的任何種類損失、損害或開支，本行無須負責，但第 4.2 條所載則除外：

- (a) 因任何原因未有或延遲提供電子結單及/或電子通知書（包括因任何電腦或電子系統或設備的故障或錯誤）；
- (b) 電子結單及/或電子通知書中任何錯誤或遺漏；
- (c) 任何機密資料被披露；
- (d) 因或有關閣下/貴公司使用本服務而引致閣下/貴公司的資料、軟件、電訊設備或其他設備有任何損失或損害；及
- (e) 在任何其他情況下暫停或終止服務。

4.2 如證實第 4.1 條所載的任何事件是因(a)本行、(b)本行的代理或代名人，或(c)本行的職員或僱員或本行的代理或代名人的職員或僱員嚴重疏忽或故意失責所引致，則本行會就直接及純因該等嚴重疏忽或故意失責引致而閣下/貴公司招致或蒙受的直接及合理可預見的任何損失及損害負責。

4.3 本行向閣下/貴公司提供的任何服務出現任何干擾、延誤或失誤（不論屬全面或局部），如屬於本行或本行的代理或代名人的合理控制以外的原因或情況造成，則本行無須對閣下/貴公司因而招致或蒙受的任何種類的任何損失、成本或損害負責。

5. 彌償

5.1 就因或有關下列（或其中任何一種）情況而引致(i)本行、(ii)本行的代理及代名人及(iii)本行的職員及僱員及本行的代理或代名人的職員及僱員可能招致或蒙受的所有法律行動、訴訟及索償（不論由本行或彼等提出，或對本行或彼等提出），及所有損失、損害及合理的成本及開支，閣下/貴公司均須對本行及彼等作出彌償，但第 5.2 條所載則除外：

- (a) 因任何原因未有或延遲提供電子結單及/或電子通知書（包括因任何電腦或電子系統或設備的故障或錯誤）；
- (b) 電子結單及/或電子通知書中有任何錯誤或遺漏；
- (c) 任何機密資料被披露；
- (d) 因或有關閣下/貴公司使用本服務而引致閣下/貴公司的資料、軟件、電訊設備或其他設備有任何損失或損害；及
- (e) 在任何其他情況下暫停或終止本服務。

即使本服務或本條款被終止後，本彌償仍繼續有效。

5.2 如第 5.1 條所載的任何法律行動、訴訟、索償、損失、損害或款項，證實是因(a)本行、(b)本行的代理或代名人或(c)本行的職員或僱員或本行的代理或代名人的職員或僱員的嚴重疏忽或故意失責所引致，閣下/貴公司無須在第 5.1 條下就直接及純粹因該等嚴重疏忽或故意失責而引致的直接及合理可預見的該等法律行動、訴訟、索償、損失、損害或款項負責。

6. 費用及收費

6.1 本行有權在向閣下/貴公司發出合理通知後就本服務收取費用及收費。

6.2 閣下/貴公司授權本行從閣下/貴公司的戶口扣除有關本服務的任何費用、收費或開支，而無須另行通知閣下/貴公司。

7. 暫停及終止服務

7.1 閣下/貴公司可按本行可不時接納的方式隨時終止本服務。

7.2 本行有權無須通知並以任何原因暫停或終止全部或任何部分本服務。

7.3 在不限制或削弱第 7.2 條的效力的情況下，如本行有理由相信(i)閣下/貴公司的網上銀行及/或手機銀行、電郵地址或向閣下/貴公司發送的電子結單及/或電子通知書的保安出現不完善情況，或(ii) 電子結單及/或電子通知書不能再透過閣下/貴公司的網上銀行及/或手機銀行或電郵地址送達閣下/貴公司，本行可暫停全部或任何部分本服務，而無須通知閣下/貴公司。在此情況下，本行會按照本行不時適用的程序把該等結單及/或通知書郵寄至閣下/貴公司的郵寄地址，直至以電子方式發送恢復為止。而本行有權就提供相應結單或通知書向閣下/貴公司收取費用。

7.4 任何服務的暫停或終止不影響閣下/貴公司與本行之間於暫停或終止日期前各自的責任及權利。

8. 更改條款

本行有權透過通知不時更改本條款（包括費用及收費）。本行可在本行的範圍內公開張貼通知或以本行認為適當的任何其他方式通知閣下/貴公司。如本行在更改本條款的生效日期前仍未收到閣下/貴公司的通知在該更改的生效日期前終止本服務，閣下/貴公司即受有關更改約束。

9. 放棄及採取補救方法的權利

本行未有或延遲行使任何權利、權力或採取補救方法的權利，並不會構成本行放棄行使該等權利、權力或採取補救方法的權利，而本行行使任何一項或部分的權利、權力或採取補救方法的權利，亦不會排除本行行使其他或進一步行使權利、權力或採取補救方法的權利。本條款下的任何權利、權力或採取補救方法的權利應被視為除法律下授予本行外，本行可享有額外及累積的權利、權力或採取補救方法的權利。

10. 通訊

10.1 除非本行另有指定，否則在下列情況下，閣下/貴公司即被視為已收到本行給閣下/貴公司的任何通訊：

- (a) (如以專人派遞) 在專人派遞或置放該通訊於閣下/貴公司最後以書面通知的地址之時;
- (b) (如以郵寄方式發出) 在本行向上述地址郵寄該通訊後 48 小時 (如屬香港地址) 或七日 (如屬香港境外地址);
- (c) (如以傳真方式發出) 緊隨本行向閣下/貴公司最後以書面通知的傳真號碼傳真該通訊後;
- (d) (如以電郵方式發出) 緊隨本行向閣下/貴公司最後以書面通知的電郵地址電郵該通訊後; 或
- (e) (如在網上銀行及/或手機銀行提供) 緊隨本行把該通訊提供至閣下/貴公司於本行維持的網上銀行及/或手機銀行後。

10.2 閣下/貴公司向本行發送的通訊將被視為於本行實際收到通訊當日收到。

11. 直接促銷

如本行獲得閣下/貴公司同意或不反對或法律另有許可, 本行可不時於本服務內包括或以電子結單及/或電子通知書發送有關本行、其他集團成員及特選第三者提供的產品及服務的推廣資料。

12. 部分無效

如本條款中任何條文屬於或變成不合法、無效或不能強制執行, 其他條文保持全面有效, 不受該等不合法性、無效性或不能強制執行性影響。

13. 第三者權利

除閣下/貴公司及本行以外, 並無其他人士有權按《合約(第三者權利)條例》強制執行本條款的任何條文, 或享有本條款的任何條文下的利益。

14. 管轄法律及版本

14.1 本條款受香港法律管轄並按其詮釋。

14.2 本條款的英文版本與中文版本如有任何不一致, 概以英文版本為準。本條款的任何中文版本僅供參考。

15. 管轄權

15.1 閣下/貴公司服從香港法院的非專有管轄權。

15.2 本條款可在任何具司法管轄權的法院強制執行。

定義

通知書指本行就任何本行提供的戶口、服務或產品而不時以紙張形式發出或提供的任何通知書、報告、確認書、收據、記錄、認收書、通知、訊息或通訊, 並註明為通知書, 但不包括結單。

電子通知書指本行就本服務不時以電子形式發出或提供的通知書。

電子結單指本行就本服務不時以電子形式發出或提供的結單。

香港指中華人民共和國香港特別行政區。

密碼指為獲取發送至閣下/貴公司電郵地址的電子結單及/或電子通知書而不時由本行或閣下/貴公司設定的密碼。

人士包括個人、獨資經營、合夥、商號、公司、法團或非法團團體。

網上銀行及/或手機銀行指由本行提供的「個人電子銀行」之網上銀行或手機銀行服務。透過網上銀行及/或手機銀行，閣下/貴公司可在輸入個人登入身分證明資料後進入及閱覽閣下/貴公司戶口、進行戶口交易及使用其他服務。

本服務指本行可按本條款提供的電子結單及電子通知書服務。

結單指本行就任何本行提供的戶口、服務或產品而不時以紙張形式發出或提供的任何結單、報告、確認書、收據、記錄、認收書、通知、訊息或通訊，並註明為結單，但不包括通知書。

電訊設備包括手提電話、手提電腦、桌面個人電腦、掌上型電腦、個人數碼助理及任何其他電子媒體或設備。

e-Statement and e-Advice Service Terms and Conditions

These terms and conditions (the “Conditions”) apply to any customer (“you”) who uses the e-Statement and/or e-Advice/e-Advice service (the “Service”) offered by China Minsheng Banking Corp., Ltd., Hong Kong Branch/(a joint stock limited company incorporated in the People’s Republic of China) (“We”).

1. Scope of Service

1.1 Our provision and your use of the Service are governed by Conditions. In addition, all agreements, terms and conditions governing the respective Accounts, services and products covered by the Service from time to time continue to apply unless we agree otherwise. For the purpose of the Service, the provisions of these Conditions prevail over such other agreements, terms and conditions to the extent of any inconsistency between them.

1.2 We have the right to specify or vary the scope and extent of the Service and its features from time to time without prior notice.

2. Provision and use of the Service

2.1 You should ensure that:

- (a) you have a valid Private Banking account;
- (b) you use such telecommunications equipment, telecommunications service provider and electronic software that is capable of receiving and reading the e-Statement and/or e-Advice, as accepted by us from time to time; and
- (c) your email address and mobile phone number on our record are at all times (i) valid, (ii) up-to-date and (iii) capable of receiving the e-Statement and/or e-Advice and any other messages from us.

2.2 Each e-Statement and/or e-Advice will be provided to you in the following ways (or any of them) as determined by us from time to time:

- (a) by placing it in your Internet Banking and/or Mobile Banking; and
- (b) by sending it to your email address on our record.

2.3 You are responsible for paying all fees, charges and expenses for your telecommunications equipment and services provided by your telecommunications service provider in connection with the Service.

2.4 For investment services, the statements and advices to be covered by the Service include investment services statements and/or advices

and/or confirmations and other securities and/or other products and/or services statements and/or advices and/or confirmations which we may determine from time to time.

2.5 For investment services, you agree to read the Advices in a timely manner and accept that the Advices are available for twenty-four (24) months after the issuing date of the relevant Advice.

2.6 Where an e-Statement and/or e-Advice is placed in your Internet Banking and/or Mobile Banking, we have no obligation but may notify you that the latest e-Statement and/or e-Advice has been made available. We may notify you by sending a message to your mobile phone number or email address (or both) on our record.

2.7 Unless we decide otherwise and subject to Clauses 2.8 and 2.9, where we have provided an e-Statement and/or e-Advice to you in accordance with Clause 2.2, we will not provide the corresponding Statement or Advice (as the case may be) to you.

2.8 We may at our discretion but are not obliged to provide, at your request, the corresponding Statement or Advice in paper form after sending an e-Statement and/or e-Advice. We have the right to charge a fee for providing the corresponding Statement or Advice to you.

2.9 Where we provide an e-Statement and/or e-Advice to you by email:

- (a) if we believe it has been successfully sent to your email address, we will not re-send it again;
- (b) if we believe that it does not reach you, we may (but are not obliged to) do the following (or any of them):
 - (i) re-send it in accordance with our procedures for re-sending e-Statement and/or e-Advice set by us from time to time;
 - (ii) notify you by any way we consider appropriate and you must comply with any of our instructions in such notification;
 - (iii) send you the corresponding Statement or Advice to your mailing address on our record; and
 - (iv) dispose of the said e-Statement and/or e-Advice as we may decide, including deleting or removing the e-Statement and/or e-Advice from our systems and record; and
- (c) you should not reply to such email as it is a one-way message.

2.10 Each e-Statement and/or e-Advice sent to your email address will be secured by a Password. You can access e-Statement and/or e-Advice previously sent to your email address using the latest Password.

2.11

(a) You agree to carefully review, in a timely manner, all e-Statement and/or e-Advice provided to you. You are responsible for regularly checking your Internet Banking and/or Mobile Banking and email address for e-Statement and/or e-Advice. You agree to advise us promptly of any error, omission, discrepancy, unauthorised debit or irregularity in the entries or transactions shown in each e-Statement and/or e-Advice, whether caused by forged signature or other forgery, fraud, lack of authority or negligence of any person.

(b) You should notify us of any alleged error, omission, discrepancy, unauthorised debit or irregularity shown in an e-Statement and/or e-Advice within 90 days after we issue it by the means set out in Clause 2.2 (for all other e-Statement and/or e-Advices). If we do not receive any such notice from you within the specified period, (i) the e-Statement and/or e-Advice will be considered as correct, conclusive and binding on you, and (ii) you will be considered to have waived any right to raise any objection or pursue any remedies against us in relation to that e-Statement and/or e-Advice.

2.12 You understand that an e-Statement and/or e-Advice placed in your Internet Banking and/or Mobile Banking or sent by email will only be available for a limited period as determined by us from time to time. We will periodically remove past e-Statement and/or e-Advice from your Internet Banking and/or Mobile Banking even if you have not viewed, accessed or saved them.

2.13

(a) An e-Statement and/or e-Advice placed in your Internet Banking and/or Mobile Banking will be considered as having been delivered to you at the time it is placed in your Internet Banking and/or Mobile Banking according to our record.

(b) An e-Statement and/or e-Advice provided to you by email will be considered as having been delivered to you at the time the e-Statement and/or e-Advice was sent or re-sent according to our record.

2.14 Unless otherwise specified by us, after you have selected or we have designated to provide you with the e-Statement and/or e-Advice of a certain category, level or group through the Service, we will include all relevant e-Statement and/or e-Advice for all accounts, services and products that belong to such category, level or group that we may provide to you or you may use in the future, within this Service. We will not further notify you about this separately.

2.15 We may use any person for supporting the Service, including any telecommunications service provider or other independent service provider. That person is not our agent or nominee and we have no co-operation, partnership, joint venture or other relationship with it. We are not liable for any action, claim, loss, damage or liability of any nature which you may suffer or incur arising from or in connection with any act or omission of that person.

2.16 You should not regard any information or communication contained in (a) an e-Statement and/or e-Advice, (b) the cover email, or (c) any hyperlink accompanying (a) or (b) as an offer or solicitation to subscribe for any service or product in any jurisdiction where it is unlawful to make such offer or solicitation to you in such jurisdiction.

2.17 You confirm that all information provided to us for the purposes of or in connection with the Service is complete, accurate and up-to-date at all relevant times. You agree to notify us promptly (by such means accepted by us) of any change in the information.

2.18 Where an Account is in the name of two or more persons, or a service or product is provided to two or more persons, by using (including enrolling in) the Service: (a) any of those persons may access the Service singly even if they have specified to us a different signing arrangement for the Account or service or product, and (b) each of those persons will be bound by these Conditions.

3. Security

3.1 You understand and accept all possible risks involved in how e-Statement and/or e-Advice is provided. Such risks may include that e-Statement and/or e-Advice may be intercepted, monitored, amended, tampered with or disclosed to other parties without your authorisation.

3.2 You are responsible for the security of your telecommunications equipment. You must take all reasonable precautions to prevent anyone else from accessing any confidential information including the e-Statement and/or e-Advice sent to your telecommunications equipment.

3.3 You must keep your Password and other security details secret. You must also take all reasonable precautions to prevent your Password, other security details and email address from unauthorised or fraudulent use.

3.4 You should change your Password from time to time to guard against unauthorised or fraudulent access to the e-Statement and/or e-Advice sent to your Internet Banking and/or Mobile Banking or email address.

3.5 You should never respond to a request to provide your Password, account, security details or your personal data, even if the request appears to be from us. We will never make such a request.

3.6 You should never provide your account or personal data on screen following a website address or hyperlink from an e-Statement and/or e-Advice. All website addresses and hyperlinks authorised by us are for your information only and we will not require you to provide data in that manner.

3.7 You should check the email address or website address of the sender of the e-Statement and/or e-Advice to ensure that the e-Statement and/or e-Advice is genuine and sent by us.

3.8 You must notify us promptly and in such manner as we may accept from time to time if (a) you fail to receive, access or view any e-Statement and/or e-Advice, or (b) there is any delay in or any other problem with your receiving, accessing or viewing any e-Statement and/or e-Advice from us.

3.9 You must inform us as soon as reasonably practicable and in such manner as we may accept from time to time of any matter which may affect our provision of or your use of the Service. These matters include the following (or any of them):

- (a) if you know or suspect that any person knows your Password or your Internet Banking and/or Mobile Banking log-on credentials;
- (b) if you know or suspect that any person has, without your authorisation, accessed your Internet Banking and/or Mobile Banking, your email address, your e-Statement and/or e-Advice or any telecommunications equipment for receiving your e-Statement and/or e-Advice;
- (c) if you change your email address or other contact details;
- (d) if your internet or telecommunications service or equipment has or will be suspended or terminated for any reason; and

(e) if any email, e-Statement and/or e-Advice, website hyperlink or your Internet Banking and/or Mobile Banking appears to be irregular.

4. Limitation of our liability

4.1 Except as set out in Clause 4.2, we are not liable for loss, damage or expense of any kind which you may incur or suffer arising from or in connection with the following (or any of them):

- (a) any failure or delay in providing the e-Statement and/or e-Advice for any reason (including as a result of failure or error of any computer or electronic system or equipment);
- (b) any error or omission in the e-Statement and/or e-Advice;
- (c) any disclosure of confidential information;
- (d) any loss or damage to your data, software, telecommunications equipment or other equipment arising from or in connection with your use of the Service; and
- (e) any suspension or termination of the Service under any other circumstance.

4.2 If it is proved that any of the events in Clause 4.1 was caused by gross negligence or wilful default of (a) ours, (b) our agents or nominees, (c) our officers or employees or that of our agents or nominees, then we will be liable for any loss and damage you incur or suffer that is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.

4.3 We are not liable for any loss, cost or damage of any kind incurred or suffered by you as a result of any interruption, delay or failure (whether total or partial) in providing the Service to you to the extent that it is attributable to any cause or circumstance that is beyond our reasonable control or the reasonable control of our agents or nominees.

5. Your indemnity

5.1 Except as set out in Clause 5.2, you will indemnify (a) us, (b) our agents and nominees, and (c) our officers and employees and that of our agents or nominees for all actions, proceedings and claims which may be brought by or against us or them, and for all losses, damages and reasonable costs and expenses which we or they may incur or suffer as a result of or in connection with the following (or any of them):

- (a) any failure or delay in providing the e-Statement and/or e-Advice for any reason (including as a result of failure or error of any computer or electronic system or equipment);

- (b) any error or omission in the e-Statement and/or e-Advice;
- (c) any disclosure of confidential information;
- (d) any loss or damage to your data, software, telecommunications equipment or other equipment arising from or in connection with your use of the Service; and
- (e) any suspension or termination of the Service under any other circumstance.

This indemnity shall continue after the termination of the Service or these Conditions.

5.2 If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 5.1 was caused by gross negligence or wilful default of (a) ours, (b) our agents or nominees, or (c) our officers or employees or that of our agents or nominees, then you are not liable under Clause 5.1 to the extent that it is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.

6. Fees and charges

6.1 We have the right to charge fees and charges relating to the Service by giving you reasonable notice.

6.2 You authorise us to debit any fees, charges or expenses relating to the Service from your Accounts without further notice to you.

7. Termination or suspension of the Service

7.1 You may terminate the Service at any time in such manner accepted by us from time to time.

7.2 We have the right to suspend or terminate all or any part of the Service for any reason without notice.

7.3 Without limiting or reducing the effect of Clause 7.2, we may suspend all or any part of the Service without giving you notice where we have reason to believe that (i) the security of your Internet Banking and/or Mobile Banking, email address or the e-Statement and/or e-Advice sent to you has been compromised, or (ii) the e-Statement and/or e-Advice will no longer reach you at your Internet Banking and/or Mobile Banking or email address. In that case, until the suspension is lifted, we will send those Statement and/or Advice to your mailing address in accordance with our procedures from time to time. We have the right to charge a fee for providing the corresponding Statement or Advice to you..

7.4 Any suspension or termination of the Service does not affect the liabilities and rights between you and us respectively before the date of suspension or termination.

8. Variation of terms

We have the right to vary these Conditions (including any fees and charges) from time to time. We will give you notice by way of display at our premises or in any other manner we consider appropriate. You will be bound by a variation unless we have received notice from you to terminate the Service with effect before the date on which that variation takes effect.

9. Waivers and remedies

No failure or delay by us in exercising any right, power or remedy will operate as a waiver of that right, power or remedy. Nor will any single or partial exercise preclude any other or further exercise of a right, power or remedy. Any right, power or remedy under these Conditions is intended to be cumulative and in addition to any other right, power or remedy we have in law.

10. Communications

10.1 Unless we specify otherwise, you will be considered as having received any notice given by us:

- (a) at the time of personal delivery or leaving it at the address last notified in writing by you (if delivered personally);
- (b) 48 hours after posting it to the above address if that address is in Hong Kong or seven days after posting if that address is outside Hong Kong (if sent by post);
- (c) immediately after faxing it to the fax number last notified in writing by you (if sent by fax);
- (d) immediately after emailing it to the email address last notified in writing by you (if sent by email); or
- (e) immediately after placing it in the Internet Banking and/or Mobile Banking maintained by you with us (if made available there).

10.2 Communications sent by you to us will be considered as having been received by us on the day of actual receipt.

11. Direct marketing

We may from time to time include within the Service or send with the e-Statement and/or e-Advice marketing materials relating to our products and services or those offered by other members and selected third

parties, if we have your consent or no objection or otherwise permitted by law.

12. Partial invalidity

If any provision of these Conditions is or becomes illegal, invalid or unenforceable, such illegality, invalidity or unenforceability does not affect any other provision which remains in full force, validity and effect.

13. Third party rights

No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Conditions.

14. Governing law and version

14.1 These Conditions are governed by and will be construed according to Hong Kong laws.

14.2 The English version of these Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Conditions is for reference only.

15. Jurisdiction

15.1 You submit to the non-exclusive jurisdiction of the Hong Kong courts.

15.2 These Conditions may be enforced in the courts of any competent jurisdiction.

Definitions

Advice means any advice, report, confirmation, receipt, record, acknowledgement, notice, message or communication issued or made available by us from time to time in paper form in relation to any Account, service or product offered by us, and marked as such and excludes a Statement.

e-Advice means an Advice issued or made available by us from time to time in electronic form under the Service.

e-Statement means a Statement issued or made available by us from time to time in electronic form under the Service.

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.

Password means the password designated by you or us from time to time for accessing e-Statement and/or e-Advice sent to your email address.

Person includes an individual, sole proprietorship, partnership, firm, company, corporation or unincorporated body of persons.

Internet Banking and/or Mobile Banking means Personal Banking Internet Banking or Mobile Banking services provided by us. You can access, view and transact your Accounts and use other services after entering your personal log-on credentials.

Service means the e-Statement and/or e-Advice service which we may provide pursuant to these Conditions.

Statement means any statement, report, confirmation, receipt, record, acknowledgement, notice, message or communication issued or made available by us from time to time in paper form in relation to any Account, service or product offered by us, and marked as such and excludes an Advice.

Telecommunications equipment includes mobile telephones, laptop computers, desktop personal computers, pocket personal computers, personal digital assistants and any other electronic media or equipment.