

## **TERMS AND CONDITIONS for eSTATEMENT AND eADVICE SERVICE**

### **1. Scope and Extent of Service**

- 1.1 Your use and our provision of the Service are governed by these Terms and Conditions.
- 1.2 All terms and conditions, agreements, governing the respective services and products, Accounts, 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 Terms and Conditions shall prevail for any inconsistency between such other agreements and terms and conditions
- 1.3 We have the right to vary or specify the scope and extent of the Service from time to time without prior notice.

### **2. The Service**

- 2.1 You should ensure that:
  - a) your telecommunications equipment, telecommunications service provider and computer software is suitable for reading and receiving the eInformation, as accepted by us from time to time; and
  - b) your email address and mobile phone number on our record are at all times (i) up-to-date, (ii) valid and (iii) capable of receiving the eInformation and any other correspondence from us.
- 2.2 Each eInformation 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 e-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 Where an eStatement is placed in your e-Banking, we have no obligation but may notify you that the latest eStatement has been made available. We may notify you by sending a message to your mobile phone number or email address on our record.
- 2.5 Unless we decide otherwise and subject to Clauses 2.6 and 2.7, where we have provided an eInformation to you in accordance with Clause 2.2, we will not provide the corresponding Statement or Advice (as the case may be) to you.
- 2.6 We are not obliged to provide but may at our sole discretion, at your request, provide the corresponding Statement or Advice in paper form after sending an eInformation. We shall charge a fee for providing the corresponding Statement or Advice in paper form to you.
- 2.7 Where we provide an eInformation 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 eInformation set by us from time to time;
    - (ii) notify you by any way we consider appropriate;

- (iii) send you the corresponding Statement or Advice to your mailing address on our record;  
and  
dispose of the said eInformation as we may decide, including removing or deleting the eCorrespondence from our systems and record; and
  - c) you should not reply to our email which is one-way message.
- 2.8 Each eInformation sent to your email address will be secured by a Password as designated.
- a) You agree to carefully review, in a timely manner, all eInformation provided to you. You are responsible for regularly checking your email address for eInformation.
  - b) You agree to notify us promptly of any error, omission, discrepancy, unauthorised debit or irregularity in the entries or transactions shown in each eInformation, whether caused by forged signature or other forgery, fraud, lack of authority or negligence of any person.
  - c) All alleged error, omission, discrepancy, unauthorised debit or irregularity shown in an eStatement must be notified within 90 days after we issue it by the means set out in Clause 2.2.
  - d) If we do not receive any such notice from you within the specified period, (i) the eStatement 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 eStatement.
- 2.9 For the sole purpose of the Service, we grant you a non-exclusive licence to use any software used by us in providing the Service. We may also grant you such licence for any other purposes as we may decide from time to time. You agree not to disassemble, decompile, copy, modify or reverse engineer any such software or permit anyone else to do so.
- 2.10 Unless we specify otherwise, where you have selected or we have designated a certain type, category or group of eInformation to be provided to you under the Service, we will include under the Service the eInformation of all Accounts, services and products of that type, category or group which we may provide to you or which you may use in the future. We will not give you further notice in this regard.
- 2.11 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.
- 2.12 You should not regard any information or communication contained in (a) an eInformation, (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 jurisdictions where it is unlawful to make such offer or solicitation to you in such jurisdiction.
- 2.13 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.
- 2.14 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 independently even if they despite using a different signing arrangement for the Account, product, or service and (b) each of those persons will be bound by these Terms and Conditions.
- 2.15 Any eInformation provided to you by email shall be considered as having been delivered to you at the time the eInformation was sent or re-sent according to our record.

### **3. Security**

- 3.1 You should take all reasonable precautions to prevent anyone else from accessing any confidential information including the eInformation sent to your telecommunications equipment.
- 3.2 You are responsible for the security of your telecommunications equipment.
- 3.3 You understand and accept all possible risks involved in how eInformation is provided. Such risks may include but not limited to that eInformation may be monitored, amended, intercepted, tampered with or disclosed to other parties without your authorisation.
- 3.4 You must take all reasonable precautions to prevent your Password, other security details and email address from unauthorised or fraudulent use.
- 3.5 You must also keep your Password and other security details secret.
- 3.6 You should change your Password from time to time to guard against fraudulent or unauthorised access to the eInformation sent to your email address.
- 3.7 You should never respond to a request to provide your account, Password, security details or your personal data, even if the request appears to be from us. We will never make such a request.
- 3.8 You should never provide your account or personal data on screen following a website address or hyperlink from an eInformation. 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.
- 3.9 You should always check the email address or website address of the sender of the eInformation to ensure that the eInformation is genuine and sent by us.
- 3.10 You must notify us promptly and in such manner as we may accept from time to time if (a) there is any postponement in or any other problem with your receiving, accessing or viewing any eInformation from us or, (b) you fail to receive, access or view any eInformation.
- 3.11 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 e-Banking log-on credentials;
  - b) if any email, eInformation, website or e-Banking hyperlink appears to be irregular.
  - c) if you know or suspect that any person has, without your authorisation, accessed your e-Banking, email address, your eInformation or any telecommunications equipment for receiving your eInformation;
  - d) if your internet or telecommunications service or equipment has or will be suspended or terminated for any reason; and

### **4. Limitation of 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 error or omission in the eInformation;
  - b) any failure or delay in providing the eInformation for any reason (including as a result of failure or error of any computer or electronic system or equipment);
  - c) any loss or damage to your data, software, telecommunications equipment or other equipment arising from or in connection with your use of the Service;

- d) any suspension or termination of the Service under any other circumstance; and
  - e) any disclosure of confidential information.
- 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 error or omission in the eInformation;
  - b) any disclosure of confidential information;
  - c) any suspension or termination of the Service under any other circumstance.
  - d) any failure or delay in providing the eInformation for any reason (including as a result of failure or error of any computer or electronic system or equipment);
  - e) 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
  - f) This indemnity shall continue after the termination of the Service or these Terms and 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 Upon giving you reasonable notice to you, we have the right to charge fees and charges relating to the Service.
- 6.2 You authorise us to debit any charges, expenses or fees 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 email address

or the eInformation sent to you has been compromised, or (ii) the eInformation will no longer reach you at your email address. In that case, until the suspension is lifted, we will send those eInformation to your mailing address in accordance with our procedures from time to time.

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. Waivers and remedies**

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

## **9. Amendment of terms**

We have the right to amend these Terms and Conditions (including any fees and charges) from time to time. We will give you notice in any other manner we consider appropriate. You shall be bound by an amendment unless we have received notice from you to terminate the Service with effect before the date on which that variation takes effect.

## **10. Communications**

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

- a) 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);
- b) immediately after emailing it to the email address last notified in writing by you (if sent by email);
- c) at the time of personal delivery or leaving it at the address last notified in writing by you (if delivered personally);
- d) immediately after faxing it to the fax number last notified in writing by you (if sent by fax).or
- e) immediately after placing it in the PIB Profile 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 eInformation marketing materials relating to our products and services or those offered by Bank SinoPac if we have your consent or no objection or otherwise permitted by law.

## **12. Partial invalidity**

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

## **13. Third party rights**

No person other than you and us will have any right to enforce the provisions of these Terms and Conditions.

#### **14. Governing law and version**

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

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

#### **15. Jurisdiction**

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

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

#### **Definitions**

**Account** means an account maintained by you with us.

**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.

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

**[eInformation]** means an eStatement or an eAdvice (or both).

**eStatement** 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 eInformation sent to your email address.

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

**Service** means the eStatement and eAdvice service which we may provide pursuant to these Terms and 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.

**we, us, our** means Bank SinoPac and its successors and assigns.

**you or your** means each person to whom the Service is provided and, where the context permits, includes any individual authorised by you to give instructions relating to the Service.