

**TERMS AND CONDITIONS FOR eNOTICE SERVICE****1. The eNotice Service**

These Terms and Conditions are for the purpose of notification of banking transactions by email, fax, Short Messaging Service (“SMS”) and/or any other agreed communication method as we deem fit. You hereby agree that our notification of any banking transactions to you by email, fax, SMS and/or other agreed communication method shall be subject to these Terms and Conditions. These Terms and Conditions constitute part of the agreements applicable for banking services or products that may be provided by us to you and transaction records of which are to be sent to you by email, fax, SMS and/or other agreed communication method, and in the event of inconsistency or conflict between these Terms and Conditions and other terms and conditions concerning eNotice Service, these Terms and Conditions shall prevail.

**2. Definitions**

“eNotice” shall mean an electronic notice, transaction confirmation, advice, statement and/or any other communication we send to you under the eNotice Service.

“eNotice Service” shall mean the service from us under which we send to you as a customer all communications related to the bank account(s) you maintain with us and services provided by us (including but not limited to transaction confirmations, advices, and statements relating to the customers’ banking instructions or transaction records) by way of email, fax and/or SMS messages (or any other agreed communication method as we deem fit) to such particular email address(es), fax number(s) or SMS number(s) as may be designated by the customer from time to time.

“Paper Notice” shall mean any transaction confirmations, advices, and statements relating to the customers’ banking instructions or transaction records we send to you as a customer in paper form.

**3. Nature and Scope**

- (a) We will from time to time determine or specify the scope and features of the eNotice Service and are entitled to modify, expand or reduce the same at any time with or without notice. In particular, we will from time to time determine, add to or delete from the scope of the eNotice Service at a particular time and how they will be provided.
- (b) Where you have selected or that we have designated, as the case may be, a certain type, category or group of electronic statements and/or electronic advice to be sent to your email address(es), fax number(s) or SMS number(s) (or any other agreed communication method as we deem fit), we will, without further notice and unless we specify otherwise, include within the eNotice Service the electronic statements and electronic advice all Accounts that you may open with us and the electronic statements and electronic advice of all products and services that we shall provide to or shall be used by you in the future that shall, in our view, fall within the said type, category or group. We may, at our discretion, but is not obliged to provide, at your request, the corresponding Paper Notice to you after sending the eNotice.
- (c) The materials provided under the eNotice Service are not intended for use by persons in jurisdictions which restrict the distribution of such materials by us. The information provided through email, fax or SMS (or any other agreed communication method as we deem fit) is for your reference only, and is not evidence of its contents. Our provision of the eNotice Service should not be regarded as an invitation, an offer or a solicitation to subscribe to any products or services (including, without limitation, deposits, loans, remittance, treasury products, or bills) in any jurisdiction to any person to whom it is unlawful to make such an invitation, offer or solicitation in such jurisdictions.

**4. Terms of Use**

- (a) The eNotice Service is available to a customer who has registered email address(es), fax number(s) or SMS number(s) (and any other communication details as we may require from time to time) with us for receiving the eNotice. If email address(es), fax number(s) and SMS number(s) (and any other communication details as we may require from time to time) are all supplied to our bank, we have the discretion to send eNotice by email, fax or SMS (or any other agreed communication method as we deem fit) subject to Clause 4(g) hereof. You are responsible for ensuring that your registered email address(es), fax number(s) or SMS number(s) (and any other communication details) are correct and your registered email address(es), fax number(s) or SMS number(s) (and any other communication details) are capable of receiving the eNotice.
- (b) We reserve the right to restrict the number or type of email address, fax numbers or SMS numbers (and/or any other communication details) which may be registered by you for receiving the eNotice from time to time.
- (c) We may without notice to you suspend or terminate the eNotice Service for any reason including without limitation invalid data, account closure, insufficient funds within any accounts for charges, breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by the email, fax or SMS service providers concerned in relation to their network or by any service provider in respect of the eNotice Service. We do not assume any liabilities for any such suspension or termination.
- (d) You shall ensure that all particulars given to us for the purposes of or in connection with the eNotice Service are complete, accurate and up-to-date at all relevant times. You shall promptly notify us (via such means and in such format and manner as shall be acceptable to us) of any changes to or in any registered information in connection with the eNotice Service, including changes in the email address(es), fax number(s) or SMS number(s) or authorized persons to receive eNotice from us. Your notice of change shall be made in such manner and by such means of communication as we shall deem fit.
- (e) You shall notify us immediately upon the disconnection or suspension of service of the service provider of your email address(es), fax number(s) or SMS number(s) registered with us for the eNotice Service.
- (f) You hereby irrevocably authorize us to disclose information relating to you and the transactions conducted through us to any agent, contractor or third-party service provider designated by us who are engaged in communicating through and maintaining the eNotice Service, and any person to whom we are under an obligation to make disclosure under the requirements of any law binding on us or any of our branches.

- (g) Once an eNotice has, according to our record, been sent to your email address(es), fax number(s) or SMS number(s) (or any other agreed communication method as we deem fit) successfully, we will not re-send it again. If you delete or destroy such eNotice, depending on the service provider you use, it may not be retrieved. If any eNotice has, in our opinion, failed to reach you via your designated email address(es), fax number(s) or SMS number(s) (or any other agreed communication method as we deem fit), we may re-send the same to you to the designated email address(es), fax number(s) or SMS number(s) (or any other agreed communication method as we deem fit). This will be done in accordance with our procedures for re-sending that eNotice, if any, as designated by us from time to time. If, in our opinion, the eNotice sent or re-sent further to your email address(es), fax number(s) or SMS number(s) (or any other agreed communication method as we deem fit) has failed to reach you, we may, in our sole discretion and subject to applicable laws, dispose of the said eNotice as we shall decide including, without limitation, deleting or removing the same from our systems and record.
- (h) You agree to open, read or access and carefully review and examine all eNotices in a timely manner and advise us (via such means and in such format and manner as shall be acceptable to us) as soon as possible and in any event within 90 days (i) after you have received the same, of any errors or omissions, discrepancies, unauthorized transactions or other irregularities arising from whatever cause, including, without limitation, forgery, fraud, lack of authority or your negligence or negligence of any other person(s) (“Errors”) or (ii) in any delay in or any other problem with you receiving, accessing or viewing any eNotice. It is your responsibility to frequently and periodically check your email address(es), fax machine or SMS equipment(s). This Clause shall apply irrespective of whether or not you have opened, read, accessed, reviewed and/or examined the eNotices.
- (i) Where the document sent by eNotice Service is an electronic statement of accounts, you agree that such statement shall, as between you and us, be conclusive evidence as to the balance shown therein and that the electronic statement shall be binding upon you and you shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against us in respect thereof unless you notify us of any such Errors in accordance with Clause 4(h) hereof. Where the account concerned is a joint account, the reference to “you” in this Clause shall mean all account holders of this joint account irrespective of the signing mandate.

## 5. Security

- (a) You are responsible for the security of your electronic data processing system fax machine, SMS equipment(s), and/or any other device you use for the purpose of receiving the eNotice, and must take all reasonable precautions to prevent any unauthorized use or access. You are reminded to change your password from time to time and take all reasonable precautions to keep your password secret to guard against unauthorized or fraudulent access to the eNotice sent to your email address(es), fax number(s) or SMS number(s) (or any other agreed communication method).
- (b) Any eNotice sent by us to your email address(es), fax number(s) or SMS number(s) (or any other agreed communication method) is one-way only and you shall never respond to any request purportedly from us via the eNotice Service asking for your account or security details such as passwords. Any such purported request or other irregularity in the eNotice Service must be reported to us immediately. You shall inform us as soon as possible if any email, fax message or SMS message, website hyperlink, appears to be irregular.
- (c) You must inform us as soon as possible of all matters which may have an impact on or otherwise affect our provision or your use of the eNotice Service, such as where you know or suspect that someone knows your password log-on credentials or has unauthorized access to your email address(es), fax machine or SMS equipment(s), the eNotice or any telecommunications equipments to which you receive the eNotice or if your email address(es), fax number(s) or SMS number(s) or other contact details are or will be changed or your telecommunications equipment or internet service has or will be suspended, expired, disconnected or terminated.
- (d) You shall from time to time and whenever you have doubt check, verify and authenticate the sender of the eNotice sent to your email address(es), fax number(s) or SMS number(s) to ensure that they are genuine and have been sent by us.
- (e) You shall avoid using private email domain (e.g. “hotmail.com”, “yahoo.com”, “gmail.com”) for receiving eNotice.
- (f) Where we have designated a certain type, category or group of eNotice to be sent to your email address(es), such eNotice will be secured by a pre-set password, and we will post the relevant password to your mailing address. To protect the password to “unlock” the eNotice, you shall take all reasonable precautions to guard against unauthorized or fraudulent access to the relevant eNotice in accordance with this Clause 5, including but not limited to adopting the following measures:
  - (i) destroying any original printed copy of the password for accessing the eNotice;
  - (ii) not writing down or recording the password without disguising it;
  - (iii) limiting the number of authorized persons who can access the password; and
  - (iv) changing the password often by submitting a change password request to us;

## 6. Liability

- (a) You acknowledge that where the eNotice Service is provided through email which is an open network over which we have no control, and where the eNotice Service is provided through fax or SMS, which may result in any eNotice sent by us to you be exposed to access by unauthorized persons. You understand and accept all possible risks inherent in using the eNotice Service including, without limitation, the eNotice being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without your authorization.
- (b) We shall not be responsible for any loss or damage caused to your data, software, or other equipment caused by your use of the eNotice Service unless such loss or damage is directly and solely caused by our gross negligence or willful default.
- (c) Any third parties supporting the eNotice Service are neither agencies of our bank nor representing us. There is no cooperation, partnership, joint venture or other relationship between such third parties and us. We are not liable or held responsible for any loss or damage caused by any action or omission of third parties. Neither we nor any of the telecommunications companies which may be designated by us for the purposes of providing the eNotice Service shall assume any liability or responsibility for any failure or delay in transmitting information to you or any error, inaccuracy or incompleteness in or of such information unless this results from negligence or willful default on our part or such telecommunication companies.
- (d) We shall not be liable for any disclosure of confidential information as a result of your non-compliance with these Terms and Conditions or such other security guidelines or recommendations that we may issue from time to time.

**7. Charges**

You shall pay us all charges, fees and expenses in relation to the eNotice Service in such amounts and at such times as may be notified to you from time to time by us. You hereby irrevocably authorize us from time to time to debit any of your account(s) with such charges, fees and expenses. You shall bear any fees, charges or expenses charged by your own email, fax or SMS service provider or telecommunications companies providing services necessary for receiving eNotice.

**8. Suspension and Termination**

You may request to terminate the eNotice Service at any time in such manner accepted by us from time to time. We may in our sole discretion and without prior notice suspend all or part(s) of the eNotice Service in which case we will forward all future corresponding statements and advices affected by the suspension to your mailing address in accordance with our procedures until the eNotice Service is resumed either by us or by you in accordance with our procedures applicable at the time. Any suspension or termination of the eNotice Service does not affect the liabilities and rights between you and us, respectively, before the date of suspension or termination.

**9. Amendments**

We reserve the right to add to, delete and/or vary any of these Terms and Conditions upon notice to you using such means of notification as we shall deem appropriate.

**10. Governing Law and Jurisdiction**

The eNotice Service and these Terms and Conditions are governed by and will be construed in accordance with the laws of the Hong Kong Special Administrative Region, People's Republic of China ("HKSAR"). The parties submit to the non-exclusive jurisdiction of the courts of the HKSAR.

**11. Notice**

Any notice or communication delivered under these Terms and Conditions personally, sent by post, fax, SMS, email or placed in such communication media as may be selected by us from time to time shall be deemed to have been received by you:

- (a) (where delivered personally) at the time of personal delivery or on leaving it at the address;
- (b) (where delivered by facsimile or SMS) at the time of transmission;
- (c) (where dispatched by letter postage) immediately after posting, its return by the post office notwithstanding; and
- (d) (where delivered by e-mail) (i) when we receive an automated message confirming delivery; or (ii) 4 hour after the time sent (as recorded on the device from which we sent the email), unless we receive a delivery failure receipt.