

致：富邦銀行(香港)有限公司
To: Fubon Bank (Hong Kong) Limited日期 _____
Date _____

請填妥以下表格，簽署後寄回北角英皇道250號北角城中心23樓富邦銀行信用卡商戶業務拓展部收，或親身交回任何一間富邦銀行分行辦理有關手續。如有需要，本行職員會聯絡申請人以核實有關資料。
Please complete this form with signature and mail to Fubon Bank Credit Card Merchant Acquiring Business Dept, 23/F, Fortress Tower, 250 King's Road, North Point or return it to any Fubon Bank branch. The Bank may contact you if any clarification is required.

除另有註明外，請必須填寫表格上所有的資料欄目。請用英文正楷填寫本表格，並於適當方格內加上「✓」號。
All of the information required in this form is mandatory unless otherwise specified. Please complete this form in BLOCK LETTERS and place a "✓" in the appropriate box.

本公司現申請富邦銀行(香港)有限公司(「貴行」)提供之富邦銀行「信用卡商戶網」服務。本公司並同意受貴行的富邦銀行「信用卡商戶網」服務條款(本公司已獲得一份副本)所規範。
We hereby apply and request that Fubon Bank (Hong Kong) Limited (the "Bank") arrange to provide us with Fubon Bank Credit Card Merchant Online Service. We agree to be bound by Fubon Bank Credit Card Merchant Online Service Terms and Conditions, a copy of which has been provided for our record.

本公司確認可不時更改本公司的富邦銀行「信用卡商戶網」服務密碼。
We confirm that we may from time to time request a change to our Fubon Bank Credit Card Merchant Online Service Password.

所有有關郵件請按本公司於貴行登記之地址寄出。本公司登記之地址或電話如有更改，將與貴行聯絡及辦理。
Please send all correspondence to the address of our Company recorded in the Bank. We undertake to notify the Bank for any changes of our address or telephone number.

商戶資料 MERCHANT INFORMATION

- 申請富邦銀行「信用卡商戶網」服務 Application for Fubon Bank Credit Card Merchant Online Service
 取消富邦銀行「信用卡商戶網」服務 Termination of Fubon Bank Credit Card Merchant Online Service

公司名稱 Company Name _____

商業登記証號碼 Business Registration No. _____

電郵地址 Email Address _____

富邦銀行「信用卡商戶網」戶口資料 FUBON BANK CREDIT CARD MERCHANT ONLINE ACCOUNT INFORMATION

用戶號碼 User ID 0 0 _____ (由富邦銀行提供 To be provided by Fubon Bank)

註 Note:

商戶一經採用富邦銀行「信用卡商戶網」的電子結單，每週結單將不再發出。本行將會向商戶提供網上日結單及每月結算單。
Once merchant has adopted eStatement through Fubon Bank Credit Card Merchant Online, Weekly Advice will no longer be issued. The Bank will provide online Daily Advice and Monthly Statement to the merchant thereafter.

聲明 DECLARATION

1. 本公司現向富邦銀行(香港)有限公司(「富邦銀行」)申請富邦銀行「信用卡商戶網」服務(「本項服務」)。本公司茲聲明及確認上述資料乃屬正確無訛及完整，並授權富邦銀行可向任何方面查證。
We hereby apply to Fubon Bank (Hong Kong) Limited (the "Bank") for Fubon Bank Credit Card Merchant Online Service (the "Service"). We confirm that the information provided above is true, correct and complete, and authorize the Bank to verify the information contained in this application form from any source the Bank may choose.
2. 本公司已閱讀及明白本項服務之條款，並同意接受該等條款所規範。
We confirm that we have read and understood the Service Terms and Conditions and agreed to be bound by the terms set out therein.
3. (如適用) 本公司明白及同意本公司於富邦銀行開立的所有信用卡商戶戶口在無須登記的情況下，將自動聯繫至本項服務。日後本公司新開立或取消之信用卡商戶戶口資料亦會於本項服務自動更新，無須另行通知。
(If applicable) We understand and agree that all our credit card merchant accounts with the Bank will be automatically linked to the Service without registration. Hereafter any newly added or deleted Fubon Bank credit card merchant account will be automatically updated on the Service without further notice.
4. 富邦銀行將向本公司提供一個用戶號碼和密碼讓本公司使用本項服務。本公司其後可自行選擇本項服務的密碼及可不時更改該密碼。
We acknowledge that in order to enable us to use the Service, the Bank will provide a User ID and Password to us. We may subsequently choose our own Password and may change the Password from time to time for the Service.
5. 鑑於(按本公司要求)貴行根據本項服務條款(本公司茲接受及同意予以遵守)向本公司提供或繼續提供本項服務，本公司現向貴行承諾，本公司或將往後不時以書面形式提名及授權一名人士代表本公司接受貴行不時配發給本公司的本項服務用戶號碼及密碼，以便其代表本公司完成本項服務之交易，而該等人士亦將全權負責該用戶號碼及密碼之保密工作。本公司進一步向貴行承諾，本公司將獨力承擔所有因或有關該提名及授權而引致本公司蒙受的一切損失。
In consideration of the Bank at our request providing or continuing to provide us with the Service pursuant to the Service Terms and Conditions (which we hereby accept and agree to be bound by), we hereby undertake that we have nominated and authorized or will nominate and authorize from time to time thereafter in writing a person who will represent us to receive and use a User ID and a Password that the Bank may assign to us from time to time for effecting the transactions under the Service. Such person will also be responsible for keeping the User ID and the Password confidential. We agree and further undertake to the Bank that we will be solely responsible for all losses and damages we may suffer as a result of or otherwise in connection with such nomination and authorization.
6. 本聲明之中英文版本如有任何歧異，概以英文版本為準。
Should there be any inconsistency between the English and Chinese versions of this Declaration, the English version shall prevail.

ACCOUNT AUTHORISED SIGNATORY 戶口授權人
Specimen Signature of Authorised Signatory 授權人簽名式樣

姓名 Name _____

身份證明文件號碼 ID Doc. No. _____

日間聯絡電話號碼 Daytime Contact Phone No. _____

*職銜 Position _____

*Optional 可選擇填寫

授權簽署 (以客戶名義) 及印鑑 (如適用) Authorized Signatories (for and on our behalf) and Chop (if applicable)

姓名 Name _____

身份證明文件號碼 ID Doc. No. _____

日期 Date _____

姓名 Name _____

身份證明文件號碼 ID Doc. No. _____

日期 Date _____

姓名 Name _____

身份證明文件號碼 ID Doc. No. _____

日期 Date _____

姓名 Name _____

身份證明文件號碼 ID Doc. No. _____

日期 Date _____

註：必須按照董事局議決 (只適用於有限公司)

Note: Authorized Signatories must be in accordance with the Board Resolution (for Limited Company only)

銀行專用 FOR BANK USE ONLY

Signature Verified:

Input by:

Checked by:

Date:

Date:

Date:

本表格只適用於「有限公司」
This form is only applicable to "Limited Company"

本公司 the "Company" _____

日期 Date _____ 地點 Venue _____

出席董事 Present _____

法定人數 Quorum

1. 本次會議法定人數已足夠及維持直至本董事會會議完結為止。
The necessary quorum was constructed and was presented throughout the Board meeting.
2. _____ 董事主持本次會議並擔任主席。took the Chair of the meeting.
3. 通知書 Notice
本公司已向所有董事發出召開本次會議的正式通知。
The Notice convening the meeting was taken as read.
4. 富邦銀行(香港)有限公司(「富邦銀行」)及建議的富邦銀行「信用卡商戶網」服務
Fubon Bank (Hong Kong) Limited (the "Bank") and proposed Fubon Bank Credit Card Merchant Online Service
本公司要求富邦銀行提供有關本公司戶口的富邦銀行「信用卡商戶網」服務。
It was noted that the Company has requested the Bank to provide Fubon Bank Credit Card Merchant Online Service in respect of its accounts.
以下文件於會上提出討論：
Tabled are the following documents:
 - (a) 富邦銀行「信用卡商戶網」服務申請表；
Fubon Bank Credit Card Merchant Online Service Application Form;
 - (b) 富邦銀行「信用卡商戶網」服務條款；
Fubon Bank Credit Card Merchant Online Service Terms and Conditions;(統稱「該等文件」)。
(together, the "Documents")

經詳細討論後，董事會一致同意向富邦銀行申請富邦銀行「信用卡商戶網」服務對本公司具最佳利益。
After discussion, it was agreed that the obtaining of Fubon Bank Credit Card Merchant Online Service from the Bank was in the best interest of the Company.

董事會一致通過如下決議：
It was resolved that:

- (a.) 批准該等文件；及
The Documents, as tabled, be and are hereby approved; and
- (b.) 若合適，該等文件由 _____ 位董事或 _____ 及 _____ 代表本公司簽署，及
It was further resolved that where appropriate, the Documents be signed by _____ director(s) or _____ and _____ for and on behalf of the Company; and
- (c.) 一位已批准以有關名義成為本公司就有關戶口(定義見該等文件)授權簽署代表(及其已向富邦銀行提供其簽名式樣)現獲授權就有關富邦銀行「信用卡商戶網」服務任何事宜向富邦銀行發放指令(定義見該等文件)。
It was further resolved that a person already approved in a relevant capacity as an authorized signatory (and who have provided the Bank with his/her specimen signature) in respect of an Account (as defined in the Document) is hereby authorized to give instructions (as defined in the Documents) to the Bank in respect of any matter or transaction relating to and incidental to the Fubon Bank Credit Card Merchant Online Service.

5. 散會 End of Meeting

主席宣佈無其他事宜，本次會議結束。
There had been no further business. The meeting was declared closed.

主席 Chairman _____ 董事 Director _____

富邦銀行「信用卡商戶網」服務條款**1. 使用條款**

- a. 以下為使用富邦銀行「信用卡商戶網」服務 (定義見下文) 之章則 (「本章則條款」), 並只適用於已登記使用富邦銀行「信用卡商戶網」服務的客戶。
- b. 本章則條款不擬亦不會取代或替代規限客戶的戶口及客戶使用本行所提供其他產品及服務的現有章則條款, 包括但不限於有關網上理財、結單及通知書的章則條款 (統稱「其他章則條款」)。除非另有規定, 否則該等其他章則條款將繼續適用。
- c. 如果本章則條款與其他章則條款有任何抵觸或衝突, 就本服務而言, 以本章則條款為準。
- d. 如客戶申請本服務, 將被視為已閱讀及明白本章則條款及細則並同意受其約束。

2. 本服務

- a. 本行會不時決定及指定本服務之範圍及特點, 以及有權隨時更改、擴大或減少有關服務, 並通知或毋須通知客戶。尤其是本行可以不時決定從本服務中增加或刪除以電子結單及/或電子通知書形式提供結單及/或通知書種類, 以及所提供之電子結單及/或電子通知書之形式。
- b. 客戶必須擁有下列任何一項或多項 (如適用) 方可獲提供本服務:
 - (i) 有效的富邦銀行「信用卡商戶網」戶口;
 - (ii) 一個於任何相關時間均足夠容量可接收電子通訊的有效及最新的電郵地址;
 - (iii) 一個互聯網服務提供者、可接收及閱讀電子通訊的合適電訊設備及電腦軟件, 以上各項或任何一項均可由本行不時決定; 及/或
 - (iv) 一個可接收及閱覽訊息的有效及最新的流動電話號碼。
- c. 凡已登記使用本服務, 本行將向客戶發出相關產品或服務的電子結單及/或電子通知書, 以供客戶透過富邦銀行「信用卡商戶網」閱覽、打印及儲存。客戶同意電子結單及/或電子通知書為本行及客戶之間就當中資料及細節的確實證明, 而電子結單及/或電子通知書對客戶具有約束力。本行將不會再以郵寄方式向客戶發出相關產品或服務的紙張結單及紙張通知書。
- d. 客戶保證, 基於本服務向本行提供的所有資料在所有相關時間均屬完整、準確及最新資料。此等資料 (包括但不限於客戶的電郵地址及流動電話號碼)如有任何更改, 客戶承諾會從速透過本行可接受的方法並以本行可接受的格式及方式通知本行。
- e. 存放於客戶的富邦銀行「信用卡商戶網」戶口的全部電子通訊, 將在存放於客戶的富邦銀行「信用卡商戶網」戶口時被視為已送達予客戶, 並僅會在本行不時決定的一段指定時間內在富邦銀行「信用卡商戶網」戶口中提供, 不論客戶是否已審閱及/或儲存該等電子通訊。

3. 保安

- a. 客戶必須將任何密碼及保安資料保密, 並採取一切合理措施防止客戶之密碼及保安資料被未經授權或欺詐地使用, 並確保本服務不會被未經授權或欺詐地取用。
- b. 客戶切勿按據稱是由本行透過本服務發出的要求而提供客戶的戶口、密碼、保安資料或個人資料, 因為本行絕對不會提出此等要求。
- c. 本行建議客戶保存富邦銀行「信用卡商戶網」為客戶提供的任何電子結單或電子通知書在客戶的系統或電腦內或打印以供將來參考。
- d. 若客戶發現任何電子結單或電子通知書有任何不確之處或不尋常之處, 必須在合理可行的情況下盡快通知本行。如本行沒有在適用於有關電子結單或電子通知書的指定通知時限內收到客戶下的通知, 客戶將視為已接納當中所載全部資料在各方面均屬真實及準確。

4. 責任

- a. 客戶知悉本行不能保證透過電子郵件及/或互聯網使用及傳送資料的安全性, 而且所傳送的資料可能出現錯誤、病毒、延誤、或被未經授權人士截取、修改或竄改。客戶同意並承諾, 不會為因客戶使用本服務而招致的任何損失、損害或開支, 包括但不限於對客戶的資料、軟件、電腦、電訊設備或其他設備造成的任何損失或損害, 要求本行負責或承擔任何責任, 除非此等損失、損害或開支乃完全並直接由本行的疏忽或蓄意違責所造成。
- b. 為本服務提供支援的第三方 (包括但不限於電訊公司、系統操作人員及互聯網服務供應商), 並非本行的代理人或本行之代表。彼等與本行並無合作、夥伴、合營或其他關係。本行對該等第三方引致之任何損失或損害不負任何責任。
- c. 本行因客戶違反本章則條款及細則及/或本行對客戶執行本章則條款及細則而招致的一切損失、損害、費用或支出 (包括法律及其他專業顧問費用), 客戶須賠償及彌償本行。

5. 電子通訊

- a. 本行向客戶的電郵地址發出的任何電子通訊只限單向傳遞, 客戶不應回覆。
- b. 客戶確認經評估及分析後, 已了解、承認並接受向客戶的電郵地址發送電子通訊可能涉及的一切風險, 包括但不限於電子通訊被攔截、監視、修改、竄改或未經客戶授權而向他人發送或披露。

6. 訂價及收費

- a. 本服務目前費用全免。本行保留權利不時在事先通知客戶後收取服務費。
- b. 客戶須承擔並特此授權本行在毋須另行通知的情況下從客戶任何一個或多個戶口扣除本行按本服務或與本服務有關而徵收的任何費用、收費或開支, 包括但不限於本行根據本章則條款重發電子通訊或向客戶的郵寄地址寄發相應結單或通知書的收費。

7. 修訂

本行保留在向客戶發出合理的事先書面通知後隨時修訂本章則條款及細則的權利，而該通知可以本行認為適當的方式及通訊方法作出，包括但不限於使用直接郵遞資料、廣告、網站顯示或電郵等電子通訊。客戶承認和同意，客戶在使用、接入及/或運作電子結單及/或電子通知書服務時，須遵守及依循上述修訂。

8. 暫停及終止

- a. 本行有絕對酌情權毋須通知客戶而以任何理由暫停或終止本服務或其任何部分，包括但不限於數據失效、有關戶口結束、電訊公司就其網絡或服務之任何服務供應商進行系統故障、維修、更改、擴充及/或提升工作，或本行懷疑客戶未有收到電子結單及/或電子通知書或電子結單及/或電子通知書被未經授權人士查閱。
- b. 客戶可填妥本行指定的表格或以本行不時接受或規定的其他方式隨時暫停或終止本服務。
- c. 本服務的終止或暫停不會損害或影響客戶及本行於本服務暫停或終止之日之前已有的責任及權利。

9. 本章則條款及細則的效力

- a. 本章則條款及細則的任何部分若因任何原因在任何司法管轄區無效，則只在該無效的範圍內屬無效，不應影響本章則條款及細則其餘條文的效力或該條文在任何其他司法管轄區的效力。
- b. 若本章則條款及細則的任何條款對任何客戶不能執行，不應在任何方面影響該條款對其他客戶的可執行性。

10. 放棄權利

- a. 若本行放棄本章則之任何條文，除非以書面發出並明確列明，否則不會有效。
- b. 本行寬免、疏於或放棄行使本條款及細則之中任何條款或細則，並不妨礙本行以後嚴格行使該條款或細則的權利。本行單一次行使或部分行使任何權力或權利，並不妨礙本行進一步行使該項權力或權利或行使任何其他權力或權利。

11. 管轄法例及司法管轄區

本服務及本章則條款受香港特區法律所管轄並按其詮釋。各方同意接受香港特區法院的非專有司法權管轄。本章則條款可於任何具司法管轄權的法院執行。

12. 文字

本章則條款及細則備有中、英文版本。兩種版本如有任何歧異，概以英文版本為準。

13. 定義

下列詞語在本章則條款內的定義如下：

「戶口」指本行提供的任何類型戶口，包括但不限於存款戶口、貸款戶口、卡戶口、證券戶口及投資戶口；

「通知書」指本行就本行所提供的一個或多個戶口或產品及服務而不時以紙張形式發出或提供的任何通知書、報告、訊息、記錄、確認書、收據、認收書、通告或通訊，但不包括結單；

「本行」指富邦銀行(香港)有限公司；

「客戶」指以其姓名開立賬戶的個人或多人。「客戶」一詞應包括：(i) (如客戶為個人) 包括其遺囑執行人、遺產執行代表、合法繼承人，以及破產時的受讓人和管理人；(ii) (如客戶為有限公司、合夥企業、個人企業、社團或法團) 包括其繼承者和受讓人。若以合夥企業或商號的名義開立賬戶或申請服務(超過一個人的情況下)，「客戶」一詞則可理解為(根據具體的條件要求)這些人當中的任何一人及/或所有人；

「電子通知書」指本行根據服務而不時以電子紀錄形式發出或提供之任何通知書；

「電子通訊」指電子結單及/或電子通知書；

「電郵地址」指本行向客戶發出電子通訊時客戶最後向本行登記的電郵地址，不論該項登記是否按本服務作出或與本行提供的其他戶口、產品或服務有關；

「電子結單」指本行根據服務而不時以電子紀錄形式發出或提供之任何結單；

「香港特區」指香港特別行政區；

「服務」或「本服務」指該等不時以本行指定形式(可由本行全權決定) 提供予客戶而與一個或多個戶口或與本行提供之產品及服務，及任何其他相關或附帶服務有關之電子結單及/或電子通知書服務；

「結單」指不時由本行發出或提供而與一個或多個戶口或與本行提供之產品及服務有關之任何戶口結單、紀錄、確認書及報告。

Fubon Bank Credit Card Merchant Online Service Terms and Conditions**1. Terms of Use**

- a. The following are the terms and conditions for use of the Fubon Bank Credit Card Merchant Online Service as defined herein below "Terms and Conditions". The Service is only available to customers who have registered to use Fubon Bank Credit Card Merchant Online Service.
- b. These Terms and Conditions are not intended to and will not supersede or replace the existing terms and conditions governing the Customer's accounts and his or her or their use of other products and services offered by the Bank, including, without limitation, those concerning e-banking, the Statements and the Advices (collectively "Other T&Cs"), which shall continue to apply unless otherwise provided.
- c. In the event of inconsistency or conflict between these Terms and Conditions and Other T&Cs, these Terms and Conditions shall prevail where the Service is concerned.
- d. If a Customer applies for the Service, he or she or they shall be deemed to have read, understood and agreed to be bound by these Terms and Conditions.

2. The Service

- a. The Bank will from time to time determine or specify the scope and features of the Service and is entitled to modify, expand or reduce the same at any time with or without notice to the Customer. In particular, the Bank may from time to time determine, add to or delete from the Service the types of statements and/or advices which will be offered as e-Statements and/or e-Advices, and the manner in which any e-Statements and/or e-Advices will be provided.
- b. The Service is at all times provided subject to the Customer having one or more of the following, as applicable:
 - (i) a valid Fubon Bank Credit Card Merchant Online account;
 - (ii) a valid and up-to-date email address that has sufficient capacity at all relevant times to receive the e-Correspondence;
 - (iii) an internet service provider, appropriate telecommunications equipment and computer software capable of receiving and reading the e-Correspondence, any or all of which may be determined by the Bank from time to time; and/or
 - (iv) a valid and up-to-date mobile phone number to which messages can be sent and viewed.
- c. Under the Service, the Bank shall send the Customer e-Statements and/or e-Advices in respect of the relevant products or services which are accessible by the Customer for viewing, printing and saving through Fubon Bank Credit Card Merchant Online. The Customer agrees that the e-Statements and/or e-Advices shall, as between the Bank and the Customer, be conclusive evidence as to the information and details shown therein and that the e-Statements and/or e-Advices shall be binding upon him or her or them. The Bank will cease to send Statements or Advices in respect of the relevant products or services to the Customer by mail.
- d. The Customer warrants that all particulars given to the Bank for the purposes of or in connection with the Service are complete, accurate and up-to-date at all relevant times and undertakes to promptly notify the Bank (via such means and in such format and manner as shall be acceptable to the Bank) of any changes thereto including, without limitation, the Customer's email address and the Customer's mobile phone number.
- e. All e-Correspondence placed in the Customer's Fubon Bank Credit Card Merchant Online account shall be deemed to be delivered to the Customer at the time they are placed in the Customer's Fubon Bank Credit Card Merchant Online account and will only be made available there for a designated period of time determined by the Bank from time to time, irrespective of whether or not they have been reviewed and/or saved by the Customer.

3. Security

- a. The Customer must keep any password and security details secret and take all reasonable precautions to prevent unauthorized or fraudulent use of the Customer's password or security details and ensure that unauthorized or fraudulent access to the Service is prevented.
- b. The Customer should never respond to a request purportedly from the Bank via the Service to provide the Customer's account, password, security details or the Customer's personal information as the Bank will never make such a request.
- c. The Customer is advised to save an electronic copy of any e-Statement or e-Advice that is made available on Fubon Bank Credit Card Merchant Online from time to time in the Customer's system or the Customer's computer device or print a hard copy for future reference.
- d. The Customer shall give notice to the Bank as soon as reasonably practicable if the Customer considers that any details stated in the e-Statement or e-Advice are incorrect or unusual in any respect. If the Bank does not receive any notice from the Customer within the specified period of time for making such notification as applicable to the relevant e-Statement or e-Advice, the Customer shall be deemed to have accepted all the details therein as true and accurate in all respects.

4. Liability

- a. The Customer acknowledges that the use of and transmission of information via electronic mail and/or internet cannot be guaranteed to be secured, and information transmitted may be susceptible to errors, viruses, delay, interception, modification or amendment by unauthorized persons. The Customer agrees and undertakes not to hold us liable or in any way responsible for any losses, damages or expenses that the Customer shall incur, including, without limitation, any losses or damages caused to the Customer's data, software, computer, telecommunications equipment or other equipment in connection with the Customer's use of the Service unless they are caused solely and directly by the Bank's gross negligence or willful default.
- b. The third parties (including, without limitation, telecommunications company(ies), system operators and internet service providers) supporting the Service are neither agencies of the Bank nor representing the Bank. There is no co-operation, partnership, joint venture or other relationship with the Bank. The Bank is not and will not be responsible whatsoever for any losses or damages caused by such third parties.
- c. The Customer shall compensate and indemnify the Bank for all losses, damages, costs or expenses (including legal and other professional advisors' fees) incurred by the Bank in connection with the Customer's breach and/or the Bank's enforcement against the Customer of these Terms and Conditions.

5. e-Correspondence

- a. Any e-Correspondence sent by the Bank to the Customer's email address is one-way only and the Customer should not reply to the same.
- b. The Customer confirms that he or she or they has/have assessed and analysed and so he or she or they understand, acknowledge and accept all possible risks involved in having e-Correspondence sent to the Customer's email address, including, without limitation, the e-Correspondence being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without his or her or their authorisation.

6. Pricing and Charges

- a. The Service is currently free of charge. The Bank reserves the right to charge a fee for such Service from time to time upon giving prior notice to the Customer.
- b. The Customer shall bear, and he or she or they hereby authorise the Bank to, without further notice to him or her or them, debit from any one or more of his or her or their Account(s) any fees, charges or expenses which the Bank may impose under or in connection with this Service, including, without limitation, the Bank's charges for re-sending an e-Correspondence or for sending the corresponding Statement or Advice to his or her or their mailing address(es) in accordance with these Terms and Conditions.

7. Amendments

- a. The Bank reserves the right to amend, add or delete at any time these Terms and Conditions as well as the scope or features of the e-Statement and e-Advice by giving reasonable prior notice in writing to the Customer and such notice may be made in such manner and by such means of communication as the Bank shall deem fit, including, without limitation, use of direct mailing material, advertisement, website display or electronic communications such as electronic mail. The Customer acknowledges and agrees that the Customer shall observe and comply with any such amendment, addition and/or deletion when using, accessing and/or operating the Service.

8. Suspension or Termination

- a. The Bank may, at its absolute discretion, without notice to the Customer suspend or terminate the Service or any part thereof to the Customer for any reason, including, without limitation, invalid data, relevant Account closure, system breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by the telecommunications company(ies) concerned in relation to their network or by any service provider in respect of the Service or if the Bank suspects that the e-Statement and/or e-Advices have not been received by the Customer or are being accessed by unauthorized person.
- b. The Customer may suspend or terminate the e-Statement and/or e-Advice Service at any time by completing a form designated by the Bank or by such other means as accepted or required by the Bank from time to time.
- c. Any termination or suspension of the e-Statement and/or e-Advice Service is without prejudice to and shall not affect the liabilities and rights which have accrued between the Customer and the Bank prior to the date of suspension or termination.

9. Validity of these Terms and Conditions

- a. Any part of these Terms and Conditions which is invalid for any reason in any jurisdiction shall be ineffective only to the extent of such invalidity, and shall not affect the validity of the remaining provisions hereof or the validity of such provision in any other jurisdiction.
- b. If any term of these Terms and Conditions is unenforceable against any Customer, such non-enforceability shall not in any way affect the enforceability of that term against other Customers.

10. Waiver

- a. A waiver by the Bank of any provision of these Terms and Conditions will not be effective unless given in writing and only to the extent that it is expressly stated to be given.
- b. No forbearance, neglect or waiver by the Bank in the enforcement of any of these Terms and Conditions shall prejudice its rights thereafter to strictly enforce the same. A single exercise or partial exercise of any power or right by the Bank does not preclude further exercise of that power or right or the exercise of any other power or right.

11. Governing Law and Jurisdiction

The Service and these Terms and Conditions are governed by and will be construed in accordance with the laws of the HKSAR. The parties submit to the non-exclusive jurisdiction of the courts of the HKSAR. These Terms and Conditions may be enforced in the courts of any competent jurisdiction.

12. Language

These Terms and Conditions are available in both English and Chinese versions. The English version shall prevail in the event of any discrepancy between the two versions.

13. Definitions

The following terms shall have the following meanings in these Terms and Conditions :

"Account" means any type of account offered by the Bank, including, without limitation, deposit account, loan account, card account, securities account and investment account;

"Advice" means any advice, report, message, record, confirmation, receipt, acknowledgement, notice or communication in respect of or in relation to one or more Account(s) or of the products and services offered by the Bank, as from time to time issued or provided by the Bank in paper form, excluding a Statement;

"Bank" means Fubon Bank (Hong Kong) Limited;

"Customer" means the person or persons in whose name or names an Account is opened or a Service is supplied and reference to the Customer shall include: (i) if the Customer is an individual, the Customer's executor, personal representative, lawful successor, assign and trustee in bankruptcy; and (ii) if the Customer is a limited company, partnership, sole proprietor, Society or corporation, its successors and assigns. Where an Account or Service is applied for in the name of a partnership or firm, or by more than one person, the term Customer shall be construed, as the context requires, to mean one, and/or all of them;

"e-Advice" means any Advice from time to time issued or provided by the Bank in the form of an electronic record under the Service;

"e-Correspondence" means an e-Statement and/or an e-Advice;

"email address" means the email address that the Customer has last registered with the Bank at the time the Bank send an e-Correspondence to the Customer whether registered under the Service or in connection with other accounts, products or services offered by the Bank;

"e-Statement" means any Statement from time to time issued or provided by the Bank in the form of an electronic record under the Service;

"HKSAR" means the Hong Kong Special Administrative Region;

"Service" means the service of making available to the Customer such e-Statement and e-Advice as may from time to time be prescribed by the Bank (in its absolute discretion) in connection with or in relation to one or more Account(s) or of the products and services, and any other related or ancillary services offered by the Bank;

"Statement" means any account statement, record, confirmation, report in connection with or in relation to one or more Account(s) or of the products and services offered by the Bank, as from time to time issued or provided by the Bank.