

**Terms and Conditions
for
Fubon Business Online Service**



FUBON BANK (HONG KONG) LIMITED

Terms and Conditions for Fubon Business Online Service

Please read carefully the Terms and Conditions for Fubon Business Online Service (“Terms and Conditions”) below which govern the access to and use of the Fubon Business Online Service of Fubon Bank (Hong Kong) Limited. By using the Fubon Business Online Service and accessing to the relevant website applicable for Fubon Business Online Service, you are deemed as having accepted and to be bound by the Terms and Conditions set out herein.

1. DEFINITIONS

1.1 Unless the context otherwise requires, the following terms shall have the following meanings in these Terms and Conditions.

“Account” means each account which the Customer opens and maintains with the Bank from time to time and which the Customer may have access to or operate through the Services as nominated by the Customer and permitted by the Bank from time to time;

“Administrator’s ID” means a user identification name or code assigned or to be assigned by the Bank to a System Administrator, and used in conjunction with the corresponding Password for the purpose of obtaining authorized access to and using the Services;

“Bank” means Fubon Bank (Hong Kong) Limited, a company incorporated in Hong Kong whose registered address is situated at Fubon Bank Building, 38 Des Voeux Road, Central, Hong Kong, which expression shall, where the context allows or requires, include its successors or assigns;

“Business Day” means a day (other than a Sunday and public holiday) on which the Bank is generally open for business at the branch and such other off-site premises or outlet from which the relevant Account or service of the Bank is operated;

“Customer” means the person or persons in whose name or names an Account is opened and whose application for use of the Services has been approved by the Bank and the expression shall, where the context allows or requires, include his personal representative or lawful successor;

“HKSAR”	means Hong Kong Special Administrative Region of the People’s Republic of China;
“Global T&C”	means the “Global Terms and Conditions for Accounts and Services” of the Bank and its amendments, supplements and addendums from time to time;
“General Commercial Agreement”	means the General Commercial Agreement between the Bank and the Customer and its amendments, supplements or addendums from time to time.
“Information”	means any information, news, report, data or materials in whatever form (including but not limited to any text, images, programs, software, database, exchange rate, interest rate, price or calculated amounts) made available on or supplied through the Website as part of the Services;
“Information Provider”	means any person who supplies any Information, which expression includes any person who supplies Information to an Information Provider;
“Security Code”	means a one-time, single-use password (“OTP”) generated by a security device to be provided by the Bank;
“Password”	means (i) a password and/or other forms of login identification provided or to be provided by the Bank to a System Administrator (an “Administrator’s Password”) or assigned or to be assigned by a System Administrator to a User (a “User’s Password”) (as the case may be), and used in conjunction with the corresponding User ID for the purpose of obtaining authorized access to and using the Services, or (ii) any other passwords provided or to be provided by the Bank to the Customer in connection with the use of the Services, in each case as may subsequently be changed by the Customer or the relevant System Administrator / User and accepted by the Bank from time to time,;
“Person”	includes sole proprietorship, company, corporation, body corporate or unincorporated, partnership, society, association, state or government agency;

- “Services” means “Fubon Business Online Service”, being such electronic services from time to time provided to the Customer by the Bank and/or service providers appointed by the Bank in the absolute and sole discretion of the Bank to permit the Customer to gain access to his Account and/or banking services or facilities, give instructions, make enquiries, carry out Transactions, apply for or process Trade Finance, obtain other related services and/or communicate with the Bank for the purpose of conducting banking, investment, financial and other Transactions and dealings and obtaining services, products and Information from the Bank through the use of computer, mobile telephones, or other telecommunication, wireless or other similar access devices;
- “System Administrator” means a person or persons specified and appointed as such by the Customer, who shall be responsible for administering and monitoring on behalf of the Customer his use of the Services, including but not limited to receiving and administering Passwords; nominating any person as a User and revoking or changing such nomination; creating and saving data files of Users; and making or altering system settings referred to in Clause 4.1;
- “Transaction” means any transaction (including but not limited to deposits, transfers, withdrawals, placements of fixed deposits, remittances of funds or currency or trade finance) carried out by the Bank in accordance with an instruction of the Customer;
- “Trade Finance” means trade related financing and/or documentary services from time to time provided by the Bank, including but not limited to documentary credits, import collection, standby letter of credit and guarantee, discount of export bills, export collection, letter of credit advising and confirmation, shipping guarantee or trust receipt, import finance, letter of credit negotiation, packing loan, letter of credit transfer and export finance. “User” means any person nominated as a User (Maker), User (Checker), User (Approver) or User (Manager) by the System Administrator in such manner as may be prescribed by the Bank and given the authority to access and use the Services and perform the functions stipulated in Clauses 4.4 or 4.5 (as the case may be);

- “User ID” means an Administrator’s ID or a User’s ID;
- “User’s ID” means a user identification name or code assigned or to be assigned by a System Administrator to a User, and used in conjunction with the corresponding Password for the purpose of obtaining authorized access to and using the Services; and
- “Websites” means such web pages or websites established, operated, maintained and/or designated by or on behalf of the Bank for the provision of the Services.

1.2 The headings in these Terms and Conditions are for convenience and ease of reference only and shall have no effect whatsoever.

1.3 Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing any gender include every gender.

1.4 The words “other”, “including” and “in particular” do not limit the generality of any preceding words and are not to be construed as being limited to the same class as the preceding words where a wider construction is possible.

2. REGISTRATION FOR AND USE OF THE SERVICES

2.1 The Customer may only use the Services in relation to an Account after he has been enrolled by the Bank in respect of the Account. To enroll for the Services, the Customer shall provide such documents and complete such application procedures as may be required by the Bank. The Customer shall be deemed to have agreed with these Terms and Conditions by submitting his application for enrollment for the Services. An Administrator’s ID and an Administrator’s Password will be assigned by the Bank to each System Administrator designated by the Customer after the Customer’s application for enrollment has been accepted. The Services may only be activated after each System Administrator has acknowledged receipt of the relevant Administrator’s ID and Administrator’s Password assigned in writing in a form acceptable to the Bank and the Customer shall ensure that the Password assigned to each System Administrator will only be disclosed to the relevant System Administrator. In the event that any System Administrator fails to make such acknowledgement in writing within 87 days upon receipt of the relevant Administrator’s ID and Administrator’s Password, the Bank shall have the right to cancel the Customer’s enrollment in its absolute and sole discretion

without notice.

- 2.2 After each System Administrator has acknowledged receipt of the relevant Administrator's ID and Administrator's Password, the Bank will activate the Services for the Customer and the Customer may use the Services after registering on the Website or in such other manner as the Bank may stipulate from time to time, confirming his acceptance of these Terms and Conditions. The Customer warrants that all information he supplies or would supply to the Bank in connection with the enrollment or use of the Services is true, complete and update.
- 2.3 Each System Administrator and User is required to quote his User ID and Password in order to log-on to the Services.
- 2.4 The Customer authorizes the Bank to execute any instructions given through use of the Services by or purportedly by a User in accordance with Clause 4.4 or in such other manner as the Bank may from time to time prescribe or accept. The Bank may assume and treat all instructions given through use of the Services as genuine, authentic, fully authorized and binding on the Customer, regardless of the circumstances prevailing at the time the instructions are given, the settings made by the System Administrator or User (Manager), or the timing, nature or amount of the Transactions to which the instructions relate, and notwithstanding any error, misunderstanding or lack of actual authority in relation to the instructions. The Customer acknowledges and agrees that the Customer is under an express duty to the Bank to prevent any fraudulent, forged or unauthorized instructions being given and agrees to assume all liabilities resulting or arising from his failure to do so. All such instructions given shall be binding on the Customer whether given by the Customer, a User or any other person purporting to be the Customer or a User. Notwithstanding the foregoing, the Bank may at all times and from time to time in its sole and absolute discretion without having to state the grounds for such refusal and without any liability whatsoever, refuse to act on any instruction given to the Bank or such part thereof as the Bank considers appropriate having regard to its regular business practice and procedure. Without limiting the generality of the foregoing sentence, the Bank may refuse to act on any instruction which conflicts or may conflict with or is in any way inconsistent with another instruction given to the Bank until either one of such instructions has been revoked or withdrawn to the satisfaction of the Bank.
- 2.5 Instructions in connection with the Services shall not be considered to be received by the Bank unless they are given in accordance with Clause 4.4 or in such other manner as the Bank may prescribe from time to time and until the Bank has actually received them.

Save where the instruction is accepted by the Bank as a “scheduled payment order, any instruction given through use of the Services is irrevocable and may not be rescinded or withdrawn once given without the consent of the Bank.

- 2.6 A System Administrator may change the relevant Administrator’s Password or a User’s Password at any time but any change shall be effective only if accepted by the Bank.
- 2.7 In the event that any Password is lost or forgotten, the Customer shall notify the Bank immediately for cancellation of the Password. The Customer shall apply for a new Password for continuing to use the Services (except for a User’s Password, in which case a new User’s Password shall be reassigned by the System Administrator). The Bank may at any time suspend or terminate the Services without notice if it believes or suspects that there exists any improper dealings by the Customer, a System Administrator or a User or unauthorized or illegal use of the Services.
- 2.8 The Customer agrees that in the event that an incorrect Password has been entered consecutively for the number of times determined by the Bank in its sole and absolute discretion for such purpose, or the Customer terminates or closes the Account, the Bank shall be entitled to suspend or terminate the Services or the right to access the Website by the Customer, System Administrator or Users.
- 2.9 The Customer, System Administrator and User may only obtain access to and use the Services during such service hours as the Bank may prescribe from time to time. The Bank shall have the right to modify the scope or types of Services to be made available, including but not limited to prescribing and changing the service hours during which the Services are available and any daily cut-off time for any type of services or Transactions effected through the Services. The Bank may specify service hours and daily cut-off time by reference to the time of various markets operating in different time-zones. Any instruction not received by the Bank during the prescribed service hours for any reason (whether or not beyond the control of the Bank) will be deemed to be received on the next Business Day, and the Customer shall have no claim whatsoever against the Bank.
- 2.10 The Customer acknowledges that the Services are for the convenience of the Customer only and are not intended to replace other means of effecting or concluding Transactions. In the event that the Services are suspended or not available for any reason (whether or not within the Bank’s control), the Customer shall have no claim whatsoever against the Bank for damages and should effect or conclude the Transaction through other means (such as at the branches of the Bank). Should the Customer discover any problems with

the Services or the Website, the Customer shall immediately notify the Bank.

2.11 All Accounts, services, Transactions and facilities accessed, effected or provided through the Services shall also be subject to the Global T&C and any other specific terms and conditions applicable to such Accounts, services, Transactions and facilities, as applicable and amended from time to time. In the event of any inconsistency, the Global T&C or such other specific terms and conditions shall prevail over these Terms and Conditions (except that in the event of inconsistency between (i) Section II (General Terms (which are applicable in respect of all Accounts and Services)) or Section III D (Specific Terms for the e-banking Service) of the Global T&C and (ii) these Terms and Conditions, these Terms and Conditions shall prevail).

2.12 Application for or processing of Trade Finance Transaction through the Services is subject to the terms and conditions of the General Commercial Agreement and the documents relating to each Trade Finance application as applicable or amended from time to time. To enroll for the Services, the Customer shall provide such documents and complete such application procedures in such manner as may be required by the Bank in its absolute discretion. The Customer undertakes that any information and documents submitted are true and correct, and shall be identical to their original form. The Bank shall have the right to request for further documents and/or reject all and any application for accessing Trade Finance through the Services without notice and giving any reasons.

3. THE SERVICES

3.1 The Services are for the sole and exclusive use by the Customer and may only be used by the System Administrators and Users on behalf of the Customer. The Customer shall ensure that only the System Administrators and Users may have access to the Services.

3.2 The Bank reserves the right to determine, vary, expand or reduce the scope of the Services to be provided from time to time or to impose or vary any limitation and/or condition on the use of the Services (including but not limited to minimum and maximum limits for Transactions carried out through the Services, or the availability, suspension or termination of any parts of the Services) upon giving reasonable prior notice in writing to the Customer (where practicable) in the Bank's absolute and sole discretion. In the event that the use of the Services or any part thereof or any products available on the Website is illegal under the applicable law of any jurisdictions, the Website shall not constitute an offer of such Services or products by the Bank to any person domiciled or

ordinarily resident in such jurisdictions and the Customer shall not access or attempt to access the Website in such jurisdictions and shall ensure that no System Administrator or User will do so in such jurisdictions.

3.3 The Bank reserves the right in its sole and absolute discretion to charge fees in relation to the use of the Services or the termination of the use by the Customer and to revise such fees upon giving 30 days' prior notice in writing to the Customer.

3.4 The Customer may transfer, make remittance of funds or payment from his Account through the Services. Instructions for such transfer, remittance or payment will be accepted by the Bank only if there are sufficient funds in the Account.

3.5 The Customer, in carrying out any foreign exchange Transaction provided by the Bank through the Services (if any), shall ensure that there are sufficient funds of the relevant currency in the foreign currency Account and shall be liable for all consequences of failure to execute the foreign exchange Transaction by reason of the insufficiency of funds. The Customer irrevocably authorizes the Bank to deduct any charges for foreign exchange outgoing payments from the Account designated by the Customer for making such outgoing payments.

3.6 The Bank shall not be liable for any Transactions or errors caused by reason of the failure of the Customer or a User to provide or input accurate, complete or sufficient information or data in relation to a Transaction made through the Services.

3.7 An Information Provider may from time to time stipulate terms and conditions in respect of the access to or use of any Information it provides, and the Customer shall be deemed to have accepted such terms and conditions if he gains access to or uses such Information.

3.8 An instruction may be given as a scheduled payment order only if it relates to such Transactions which the Bank has advised that it would accept scheduled payment. The following shall apply to scheduled payment orders:-

3.8.1 The Customer may cancel a scheduled payment order before such time or period as the Bank may stipulate from time to time prior to the scheduled date of the Transaction through the Services.

3.8.2 In the event that cancellation of a scheduled payment order through the Services

fails because of system failure or other reasons, the Customer shall notify the Bank of the cancellation instruction in writing or in other means authorized by the Bank. The Bank may execute the scheduled payment order in the event it fails to receive the cancellation instruction given aforesaid.

3.8.3 The Customer agrees that the Bank shall not be liable for any loss or damage suffered by the Customer or any third party caused by the failure or delay of the Bank in executing or cancelling a scheduled payment order unless the same is attributable to the negligence or willful default of the Bank.

3.9 The limits for Transactions effected through use of the Services (including but not limited to limits on amount of transfer, remittance and bill payment) may be agreed between the Bank and the Customer and the Customer shall ensure that no User would give any instruction that would result in any of such limits being exceeded.

4. SYSTEM ADMINISTRATOR AND USER

4.1 The Customer shall specify and appoint one or two System Administrators (but in any time, there shall not be more than two System Administrators) with the following powers and authorities before using the Services:-

- (a) administering and monitoring the access to and use of the Services by the Customer;
- (b) nominating any person as a User (Maker), User (Checker), User (Approver) and/or User (Manager) with the authority to access and use the Services and perform the respective functions stipulated in Clauses 4.4 or 4.5 (as the case may be), and revoking or changing such appointment;
- (c) assigning a User's ID and a User's Password to each User (Maker), User (Checker), User (Approver) and User (Manager) appointed, and changing the User's Password;
- (d) receiving and administering the Administrator's ID and the Administrator's Password assigned by the Bank to the System Administrator;
- (e) creating and keeping data files of Users; and
- (f) making or altering system settings in relation to the Customer's use of the Services, including:

- (i) electing whether notifications of instructions will be sent to Users (Checker) and/or Users (Approver);
- (ii) electing whether payees other than those added/amended by the User (Manager) under Clause 4.5(c) may be accepted for Transactions given by a User (Maker);
- (iii) (where there is more than one User (Manager)) electing whether the approval of another User (Manager) is required for settings made by a User (Manager) referred to in Clause 4.5.

4.2 Where the Customer has appointed two System Administrators, any settings specified in Clauses 4.1(b), (c), (e) and (f) made by a System Administrator through the Services shall only be valid and effective upon the endorsement and approval of such settings by the other System Administrator through the Services.

4.3 The Customer agrees that any settings specified in Clause 4.1 made using the Administrator's ID and Administrator's Password of the System Administrator and in accordance with Clause 4.2 shall be binding on the Customer, and the Bank shall only be responsible for checking the correctness of the Administrator's ID and Administrator's Password.

4.4 At least one User (Maker), one User (Approver) and one User (Manager) shall be appointed by the System Administrator for use of the Services, and the appointment of User (Checker) is at the option of the Customer. An instruction given on behalf of the Customer through use of the Services shall be made in accordance with the following procedures:-

- (a) A User (Maker) may give an instruction by quoting his User's ID and User's Password;
- (b) An instruction given by a User (Maker) shall become valid and effective only upon the endorsement and approval of such an instruction by any User (Approver). For endorsing and approving an instruction, a User (Approver) shall (i) quote his User's ID and User's Password and (ii) confirm the identity of the Customer by use of the Security Device;

(c) In the event that a User (Checker) has been appointed, an instruction given by a User (Maker) may be endorsed and approved by a User (Approver) only after the approval of the relevant User (Checker) in accordance with the authorization matrix set by the User (Manager) under Clause 4.5(a). For approving an instruction, a User (Checker) shall quote his User's ID and User's Password; and

4.5 A User (Manager) shall have the power and authority to set and alter the following settings and data in relation to the Customer's use of the Services by quoting his User's ID and User's Password:-

(a) the matrix of the authorization classes required for and the approval authority of each User (Checker) with respect to Transactions;

(b) the layout of the web page(s) for giving instructions by Users (Maker);

(c) adding/amending the particulars of payees for different types of Transactions; and

(d) (where the System Administrator has elected that notifications of instructions should be sent to Users (Checker) and/or Users (Approver) under Clause 4.1(f)(i) the recipients of such notifications.

4.6 (*Applicable to individual or joint-name Customer only*) The Customer agrees and undertakes that only the person(s) comprising the Customer may be appointed as the System Administrator, User (Maker), User (Checker), User (Approver) or User (Manager).

4.7 The act, default, negligence or omission of any of the System Administrators or Users shall be deemed to be the act, default, negligence or omission of the Customer and the Customer shall be liable for the same. The Customer shall fully indemnify the Bank against all costs, claims, demands, expenses or liability to any third party in connection with the act, default, negligence or omission of any of the System Administrators or Users. In these Terms and Conditions, where the context permits, any reference to the "Customer" shall also include any System Administrator or User.

4.8 In the event that the Customer becomes aware of or suspects any impropriety or fraud on the part of any System Administrator or User in relation to use of the Services, or (in case of sole-proprietorship, partnership or corporate Customer) any System Administrator or User has left the employment or business of the Customer, the Customer shall

immediately replace the relevant System Administrator or User.

5. SECURITY DEVICE

- 5.1 A Security Device will be provided by the Bank to the person designated by the Customer in the application documents for such purpose after the Customer's application for enrollment for the Services has been accepted by the Bank. The Customer shall ensure that the Security Device will only be given and disclosed to such designated person or a User (Approver).
- 5.2 The Customer agrees and undertakes to use the Security Device only for the purposes authorized by the Bank, and shall comply with such terms and regulations as prescribed by the Bank from time to time.
- 5.3 In the event that a Security Device is lost or fails to function as intended, the Customer shall promptly report to the Bank, arrange for re-apply for a new Security Device by completing such re-application procedures as may be required by the Bank.
- 5.4 The Customer agrees that the Bank may assume and treat the use of a Security Device of the Customer in relation thereto as genuine, authentic, fully authorized and binding on the Customer, and the Bank shall only be responsible for checking the Security Device and the correctness of the security code, and shall be under no responsibility to verify the identity of the person using the Security Device or the authority of such person.
- 5.5 No warranty, representation or guarantee as to the quality or fitness for purpose of the security device for generating security code, whether express or implied, is given by the Bank.

6. AUTHORIZATION TO THIRD PARTIES

- 6.1 Without prejudice to the appointment of System Administrators and Users under Clause 4, the Customer may authorize one or more persons (each an "Authorized Person") not being its System Administrators or Users to access the Account, give instructions and carry out Transactions or other acts on behalf of the Customer through use of the Services by making an application to the Bank in such manner as may be prescribed by the Bank from time to time, provided that the authorization shall only take effect and be valid if the Authorized Person is a customer of the Bank and has successfully been enrolled for the Services and provided further that the Bank may in its absolute and sole discretion refuse

the application to appoint any Authorized Person without giving any reason. The Authorized Person shall be entitled to operate the Account and carry out Transactions on behalf of the Customer in the same manner as it operates its own account and carry out transactions for itself through use of the Services.

6.2 The Customer may modify or cancel the authorization given to an Authorized Person provided that such modification or cancellation shall only be effective on the Business Day following actual receipt by the Bank of a written application of the Customer.

6.3 In the absence of negligence or willful default of the Bank, the Bank shall not be liable to the Customer for any loss or damage suffered by the Customer in relation to the authorization of any Authorized Person, any instructions given or Transactions or other acts carried out by any Authorized Person pursuant to such authorization, or the modification or cancellation of such authorization. The Customer shall be solely responsible for all such loss and damage and all instructions given and Transactions and other acts carried out by any Authorized Person pursuant to the authorization shall be binding on the Customer.

6.4 The Customer represents and warrants that the authorization is in compliance with and does not violate any law, regulations, rules, orders, agreements, authorizations or obligations to which the Customer is subject, and the authorization given is binding on the Customer.

6.5 The Customer agrees that the Bank may charge the Customer for any services or facilities obtained or Transactions carried out through use of the Services at such rates as may be agreed by his Authorized Person.

6.6 The Customer agrees that notwithstanding any limit agreed between the Bank and the Customer for the Services referred to in Clause 3.9 or otherwise, Transactions affected by the Authorized Person for the Customer shall be subject to limits agreed between the Bank and the Authorized Person (which may be higher or lower than the limits agreed between the Bank and the Customer).

7. MODIFICATION OR TERMINATION OF SERVICES

7.1 The Customer may add or delete any Account which the Customer may operate through the Services by submitting an application in writing to the Bank, and such addition or deletion shall be effective from the date the application is approved by the Bank and

recorded in the record of the Bank.

7.2 The Bank may, at any time, without giving notice or reason terminate all or any of the Services or their access or use by the Customer or any System Administrator or User without liability. In the event that part of the Services is terminated, all the Terms and Conditions hereunder shall continue to apply in respect of the remaining Services. The Bank will notify the Customer before taking any such actions but only to the extent reasonably practicable. Without limiting the generality of the aforesaid, the Bank may terminate the right of the Customer or any System Administrator or User to access or use the Services without notice at any time in the following circumstances and the Bank shall not be liable for any loss or damage arising by reason of such termination:-

(a) the Bank reasonably believes or suspects that there are any improper dealings by the Customer, System Administrator or User in relation to or unauthorized or illegal use of the Services; or

(b) the Customer, System Administrator or User breaches or fails to fulfill his/its obligations under these Terms and Conditions.

7.3 The Customer may apply for termination of all or any of the Services at any time by giving to the Bank at least 3 Business Days' prior written notice and such termination shall take effect from the date it is recorded in the record of the Bank provided that the Customer shall remain liable for paying and settling any outstanding fees or money due to the Bank and the Customer acknowledges that all instructions given to the Bank before the termination takes effect shall still be effective and binding on the Customer. To cancel any instructions already given, the Customer shall follow the procedures as the Bank may prescribe from time to time.

7.4 Upon termination, whether by the Customer or the Bank, of all the Services, the Bank shall not be liable to refund any of the fees or charges paid by the Customer. Termination of the Services shall be without prejudice to the rights of the Bank under these Terms and Conditions or the obligations of the Customer incurred prior to such cancellation. The Bank's rights to claim against the Customer shall remain valid after termination of the Services.

7.5 Upon termination, whether by the Customer or by the Bank, of the Services, such provisions in these Terms and Conditions which are expressed to, or which in order to give effect to their meaning need to, survive termination shall remain in full force and

effect. Notwithstanding termination of the Services, the Customer shall continue to be bound by these Terms and Conditions in relation to any of its obligations or liabilities which remain to be performed or discharged.

7.6 The Bank reserves the full right to suspend all or any part of the Services at any time with or without notice for the purpose of the maintenance, upgrade, testing or repair of the Website or its computer system.

8. SECURITY MEASURES

8.1 The Customer understands and acknowledges that he is responsible for ensuring the security and safeguarding of the Passwords and the security devices for generating security code assigned or given to the Customer, System Administrators or Users (as the case may be), and agrees to adopt and at all times maintain the following security procedures:-

- (a) the Customer shall and shall procure the System Administrators and Users at all times act in good faith, exercise reasonable care and diligence in keeping the Account number, User IDs and Passwords confidential and shall not under any circumstances disclose the same to any third party or allow any third party (other than the System Administrators or Users) to gain access to or use the Services or the Account;
- (b) the Customer shall not, and shall procure the System Administrators and Users not to, under any circumstances disclose his Password to any person claimed to be a representative, staff or authorized person of the Bank;
- (c) the Customer, in entering a Password, shall and shall procure the System Administrators and Users to ensure that no person around will be able to see the same;
- (d) the Customer shall and shall procure the System Administrators and Users (Approver) to change the initial Administrator's Passwords as soon as possible after receipt of a printed copy of the Password from the Bank and shall destroy the printed copy. The Customer shall and shall procure the System Administrators and Users (Approver) to, change the Administrator's Passwords or User's Passwords (as the case may be) regularly. In choosing a Password, the Customer, System Administrators and Users (Approver) shall not use the identity card number, telephone number, birthday or driving licence number of the Customer or any System Administrator or User or

other commonly-used combinations of numbers, and shall not keep written records of the Account number, User ID and Password at the same place or in unencrypted forms;

- (e) the Customer shall and shall procure the System Administrators and Users to delete the cache memory of the Password or other identifier after each access to or use of the Services;
- (f) the Customer shall and shall procure the System Administrators and Users to install firewall and antivirus programs in his computer and regularly update the same. The Customer shall and shall procure the System Administrators and Users to keep his browser and applicable software up to date for supporting the encryption program of the Website, and shall not save his User ID and Password on the browser;
- (g) the Customer shall not, and shall procure the System Administrators and Users not to, leave the computer unattended when accessing the Services on-line or gain access to the Services through a public computer;
- (h) the Customer shall and shall procure the System Administrators and Users to close the web browser after use of the Services or if he leaves the computer temporarily during his access to the Services;
- (i) the Customer shall and shall procure the System Administrators and Users to immediately notify the Bank if his Password is lost or disclosed by a third party without authorization, or if he knows or suspects that unauthorized access to or attempts to access the Services or use of his Password by any third party has taken place;
- (j) if the Customer becomes aware of any Transaction effected through any of his Accounts that has not been validly authorized by it, the Customer shall notify the Bank as soon as reasonably practicable in such manner as the Bank may prescribe. For this purpose, the Customer shall check bank statements sent by the Bank within a reasonable time (as determined by reference to the product-specific terms and conditions or as set out in the statement) after receipt of the same and inform the Bank as soon as reasonably practicable about any errors;
- (k) the Customer shall and shall procure the System Administrators and Users to comply with any other requirements designed to protect the security of his use of the Services

which are set out in any user guidance or notified by the Bank to the Customer in any other way;

- (l) the Customer shall and shall procure the Users to keep the security device for generating security code in a secure place and where possible, under lock; and
- (m) the Customer shall and shall procure the System Administrators and Users to adopt such security patches and security measures as are reasonably necessary or recommended by the service provider or supplier of the device, equipment, browser or software that the Customer, System Administrators or Users use for accessing or using the Services

9. UNDERTAKINGS AND LIABILITIES OF THE CUSTOMER

- 9.1 The Customer is solely responsible for the installation, maintenance and operation of the appropriate device, equipment, browser and software for gaining access to and using the Services. The Customer shall also be responsible for ensuring that the software supplied to the Customer is compatible with any computer or other device from which the Customer accesses the Services and any software on that computer or other device. The Bank shall not be liable to the Customer for any loss or damage he suffers as a result of any incompatibility between the software and the computer or other device the Customer uses in accessing the Services. The Customer shall solely be responsible for connecting to the Internet and all the fees, charges and expenses of the Internet or online service provider for such connection (including but not limited to all charges for connecting to the Website when using the Services).
- 9.2 The Customer agrees to comply with and observe all guidelines and/or guidance from time to time issued by the Bank in relation to the access to the Website or use of the Services.
- 9.3 The Customer understands and agrees that he shall be solely responsible for all losses and claims suffered by him caused by reason of his own negligence (including but not limited to disclosing his Password or allowing any third party to use or access the Services) and the Bank shall not be liable for the same. The Customer shall indemnify and hold the Bank harmless against all reasonable losses and damages suffered by the Bank arising out of the negligent act or omission of the Customer, the failure of the Customer in complying with these Terms and Conditions or the use of the Services save where the same is a result of the Bank's negligence or willful misconduct.

- 9.4 The Customer shall be liable for all acts and omissions of the System Administrators and Users in relation to their access to and use of the Services or the Website, and shall indemnify the Bank for all reasonable losses and damages suffered by the Bank in relation to such acts or omissions of the System Administrators and Users.
- 9.5 Subject to any applicable law, regulations, rules, guidelines, circulars and codes of conducts, the Customer shall be solely responsible for any consequences and loss resulting from the use of the Services including the Passwords and the security device.
- 9.6 The Customer agrees and authorizes the Bank to, at its sole discretion and without prior notice to the Customer, appoint and specify any person as a service provider for the operation or provision of any of the Services to the Customer. The Bank shall be under no responsibility to notify the Customer of any such appointment or any related matters.
- 9.7 The Customer agrees to pay to the Bank all fees and charges prescribed by the Bank for the provision, use or termination of the Services. The Bank shall be entitled, without prior notice to or the need for obtaining agreement from the Customer, to deduct or set off from the balance in any account of the Customer for settling any debts or liabilities of the Customer owed to the Bank or incurred in respect of his use of the Services, and the Bank shall notify the Bank within a reasonable time after such deduction or set-off.
- 9.8 The Customer shall not, and shall procure the System Administrators, Users and its employees and agents not to, do anything whether before or after termination of the Services that might impair the security of the Services or the Website or that of other users or customers of the Services.

10. DISCLAIMERS AND LIABILITIES OF THE BANK

- 10.1 No warranty, representation or guarantee of any kind relating to any Information and/or materials available on or provided through the Services or the Website whether or not supplied by the Bank is given or may be implied and no employee or agent of the Bank or any Information Provider is authorized to give any such warranty, representation or guarantee. The Information will be made available as it is supplied and identifying the Information Provider directly supplying it to the Bank. The Bank does not endorse or express any comment on any Information supplied by any Information Provider nor assume any duty to check or verify any Information.

10.2 All investment Information and materials contained in or made available through the Services are for reference only and are not intended to be relied on for commercial or trading purposes. Neither the Bank nor any Information Provider shall be considered as an investment adviser to the Customer and the Customer shall not rely on any Information or materials supplied through the Website or the Services. Neither the Bank nor any Information Provider warrants, represents or guarantees the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Information or reports or whether it is fit for any purpose. Neither the Bank nor any Information Provider shall assume any liability (whether in tort or contract or otherwise) for any reliance on such Information or reports by the Customer or any other person.

10.3 Neither the Bank nor any Information Provider warrants or represents that the Services or the Information are free from virus or other destructive features which may adversely affect the hardware, software or equipment of the Customer, System Administrators or Users, that the Services would be available at any specified time or would not be interrupted, and/or that any Information supplied to or requested from the Website and/or instructions given through the Services would be fully executed or delivered to or received by the Customer or User.

10.4 The Customer understands that due to unpredictable traffic congestion, openness and public nature of the Internet and telecommunication media and other reasons, the Internet or the telecommunication media may not be a reliable medium of communication and that such unreliability is beyond the control of the Bank. This may subject Transactions to delays in transmission, incorrect data transmission, delays in execution or execution of instructions at prices different from those prevailing at the time instructions were given, misunderstanding and errors in any communication between the Bank and the Customer, transmission blackouts, interruptions and so on. In the event that the Bank fails to perform or suspends or delays the performance of any of its obligations or in the event of any error or failure in transmission by reason of the fault, failure or malfunctioning of any communication network or computer system or other causes or circumstances beyond the reasonable control of the Bank, the Bank shall not be liable for any loss or damage suffered or incurred by the Customer (except otherwise stipulated in law) and may, at its sole discretion, suspend any of the Services, in which event the Customer shall deal with the relevant matters through other means. Without limiting the generality of the foregoing, the Customer acknowledges that the Bank may input instructions or data given by the Customer through the Services or the Website into the Bank's operation and transaction processing system manually, and the Bank shall not be liable for any loss or damage suffered by the Customer resulting from or in connection with such manual

operation or any errors or delay (except due to the negligence or willful default of the Bank).

10.5 Subject to Clause 10.6, the Bank shall be liable for damages to the Customer in accordance with any law, rules, regulations, guidelines, circulars and codes of conduct applicable to the Bank in respect of the direct and actual loss suffered by the Customer in using the Website or the Services arising directly and solely from a breach on the part of the Bank of these Terms and Conditions.

10.6 Subject to any law, rules, regulations, guidelines, circulars and codes of conduct applicable to the Bank, the Bank shall not be liable to the Customer for the following loss or damage suffered by the Customer in accessing or using the Website, the Services (whether the Bank is aware of the possibility of such loss or damage):-

- (a) indirect, incidental or special loss or damage;
- (b) loss of savings, profits or revenue;
- (c) loss of data or information; and
- (d) any loss or damage other than those stipulated in Clause 10.5.

10.7 The Bank shall not be responsible for any loss or damage, direct or indirect, arising from its failure to execute any instructions of the Customer caused by governmental intervention, war, strikeout, natural disaster or any other causes beyond the reasonable control of the Bank.

10.8 Except due to the negligence or willful default of the Bank, any Information Provider or their respective officers or employees, the Customer shall indemnify the Bank, any Information Provider and their respective officers or employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including but not limited to legal fees on a full indemnity basis) which may be incurred or suffered by any of them and all actions or proceedings which may be brought against any of them in connection with the provision of the Services or the Information or the exercise or preservation of the Bank's powers and rights under these Terms and Conditions. This indemnity liability shall remain effective after termination of the Services to the Customer by the Bank.

10.9 The Customer understands and acknowledges that all information relating to any Transaction and/or the Account supplied on the Website is for reference only. In the absence of manifest error and until the contrary is proved to the satisfaction of the Bank, all internal records of the Bank relating to the Accounts, Transactions and Information shall be conclusive evidence of the same and the Customer will be bound by their contents. The Customer agrees that the data records and/or transaction number shall be admissible in court as evidence of the existence of the Transactions and the facts contained in any communications, to the extent permitted by applicable law.

11. HYPERLINKS

11.1 The Bank may provide hyperlinks from the Website to third party websites on the Internet (including but not limited to any advertisements linked to the Website). The Customer understands that such hyperlinks are for information purposes only and are not affiliated with or related to the Bank. The Bank's inclusion of hyperlinks to the third party websites does not and in no way represent any forms of recommendation, endorsement, approval, guarantee or introduction of any third parties, the contents of such websites or their products or services that they provide or any form of co-operation between the Bank and any third parties unless otherwise expressly stated by the Bank. Further, the Bank is not a party to any contractual arrangements that the Customer and the provider of the third party website or advertiser may enter into unless otherwise expressly specified or agreed to by the Bank.

11.2 The third party websites linked to the Website may contain downloadable software for convenience purposes only. The Bank shall in no way be responsible for any difficulties or problems that the Customer may encounter in downloading or installing such software or for any consequences arising out of or in connection with doing so. The Customer understands that the use of any software downloaded from the Internet may be governed by a licence agreement and the Bank shall in no way be responsible for any infringement of the intellectual property rights of the relevant software provider or breach of the software licence agreement by the Customer. The Customer also understands and acknowledges that when he leaves the Website and visits any third party websites, he will be subject to the terms and privacy policies of such third party websites.

11.3 The Bank accepts no liability for any loss or damage arising directly or indirectly (including consequential loss) from the accuracy or otherwise of or reliance on information or materials contained in the third party websites (including but not limited to any advertisements linked to the Website) or loss arising directly or indirectly from

defects with such sites.

11.4 The Bank may provide hyperlinks to the websites of its associated companies or any third party for the convenience of the Customer only. The Customer understands that these websites may be subject to different governing laws and the products and services offered on these websites may be limited to persons of a specific location and jurisdiction. The Customer also understands that there may be differences in the terms governing the use of these websites and agree to pay special attention to such specific terms and conditions before accessing or using these websites.

11.5 The Customer may not create any hyperlink to the Website.

12. TRANSFER OF INFORMATION

12.1 In the course of accessing or using the Website or the Services, pieces of information in the form of cookies may be transmitted and saved to the Customer's computer or the Customer's computer may request for such information. The Customer understands that the information stored in a cookie may be used to track the activities of the browser or computer of the Customer. The Customer may reject or delete any cookies but shall not attempt to amend or tamper with the information stored in a cookie sent from the Website.

12.2 The Customer acknowledges that use of cookies is required for certain Services or Transactions on the Website.

12.3 The Customer understands and authorizes the Bank to process, share, store or transmit information about the Customer, the Customer's Account(s) and/or Transactions executed by the Bank on the Customer's behalf with its group companies (including but not limited to Taipei Fubon Commercial Bank Co., Ltd.) or any service provider or agent or third party used by the Bank in connection with the Services wherever situated in the world.

13. AMENDMENT

The Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time. Any variation or addition which affects fees and charges or the liabilities or obligations of the Customer shall take effect subject to the Bank giving not less than 30 days' written notice to the Customer, and any other

variation or addition shall take effect subject to the Bank giving reasonable prior written notice to the Customer. Such variation or addition shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date of the variation or addition.

14. INTELLECTUAL PROPERTY RIGHTS

The Customer agrees that all right, title and interest in and relating to the Information, the Website, the contents thereof and the software comprised in them and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and works are and shall remain the exclusive property of the Bank and the respective Information Providers. In the absence of the written consent of the Bank, the Customer shall not, and shall procure the System Administrators and Users not to, use the same for any purposes other than using the Services, or reproduce, sell, transfer, lease, license or otherwise provide the same to any third party, or attempt to decompile, reverse-engineer, add to, alter or tamper with the Website or any software comprised in it.

15. ASSIGNMENT

15.1 The Customer shall not assign or transfer all or any of his rights or obligations under these Terms and Conditions without the prior written consent of the Bank.

15.2 The Bank may at any time assign or transfer all or part of the Bank's rights, benefits and obligations under these Terms and Conditions without obtaining the prior consent of the Customer.

16. COMMUNICATIONS

The provisions in the Global T&C on the giving, delivery and/or service of notices shall apply to these Terms and Conditions.

17. MISCELLANEOUS

17.1 Each of the provisions in these Terms and Conditions is severable and distinct from the others. In the event that any one or more of such provisions is or becomes illegal, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remaining provisions shall not be affected in any way.

17.2 A failure or delay by the Bank to exercise or enforce any right under these terms and conditions will not operate as a waiver of that right or of any other right nor will any single or partial exercise or enforcement of any such right preclude any other or further exercise of that right or the exercise or enforcement of any other right.

17.3 The English version of these terms and conditions shall prevail in the event there is a discrepancy between the English version and the Chinese version.

18. GOVERNING LAW AND JURISDICTION

18.1 These terms and conditions shall be governed by and construed in accordance with the laws of the HKSAR. Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the courts of the HKSAR but the Bank shall not be precluded from enforcing these terms and conditions in the Courts of any other competent jurisdiction.

18.2 The Services may be prohibited or restricted under the applicable law of any jurisdictions. The Customer shall be responsible for ascertaining and complying with any such restrictions. No Services are provided by the Bank to any persons domiciled or ordinarily resident in any jurisdiction in which the use or provision of the Services are illegal or prohibited.

Appendix 1

TERMS AND CONDITIONS FOR FBO e-STATEMENT SERVICE

1. Terms of Use

- (a) The following are the terms and conditions for use of the Service as defined hereinbelow “Terms and Conditions”. The Service is only available to customers who are registered to use Fubon Business Online Service (“FBO”). These Terms and Conditions are not intended to and will not supersede or replace the existing terms and conditions governing the Customer’s FBO accounts and his or her or their use of other products and services offered by the Bank (collectively “Other T&Cs”), which shall continue to apply unless otherwise provided.
- (b) 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.
- (c) If the Customer apply 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-Statement 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 Business Online account;
 - (ii) a valid and up-to-date correspondence 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
- (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 Business Online Service. The

Customer agree 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 warrant 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 undertake 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, correspondence email address(es) the designated by Authorized Person(s) or System Administrator(s).
- (e) All e-Correspondence placed in the Customer's Fubon Business Online account shall be deemed to be delivered to the Customer at the time they are placed in the Customer's Fubon Business 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.
- (f) The Customer 's designated correspondence email address(es) will receive an email notification from the Bank when an e-Statement or e-Advice is available online. The Customer is required to inform the Bank as soon as practicable upon any change in the correspondence email address the Customer has designated for receiving the notification.

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 Business 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) Upon receiving notification for any e-Statement or e-Advice, the Customer shall promptly examine the e-Statement or e-Advice and give notice to the Bank as soon as reasonably practicable if the Customer consider that any details stated therein 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 acknowledge that the use of and transmission of information via electronic mail and/or internet cannot be guaranteed to be secured, and information transmitted maybe susceptible to errors, viruses, delay, interception, modification or amendment by unauthorized persons. The Customer agree and undertake 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 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 correspondence email address is one-way only and the Customer should not reply to the same.
- (b) The Customer confirm 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 correspondence 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

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 maybe made in such manner and by such means of communication as the Bank shall deem fit, including, without limitations, use of direct mailing material, advertisement, website display or electronic communications such as electronic mail. The Customer acknowledge and agree 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
- (a) provider in respect of the Service or if the Bank suspects that the e-Statements 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

- “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 and whose application for use of the Services has been approved by the Bank and the expression shall, where the context allows or requires, include its successors and assigns. Where an Account or Service is applied for in the name of a partnership or firm, the term Customer shall be construed, as the context requires, to mean one, any 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;
- “Correspondence Email Address”** means the email address that the Authorized Person(s) or System Administrator(s) 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.