

TERMS AND CONDITIONS FOR e-STATEMENT AND e-ADVICE FUBON BANK (HONG KONG) LIMITED (the “BANK”)**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 e-banking. 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.
- (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 e-banking 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 e-banking. 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, the Customer’s email address and the Customer’s mobile phone number.
- (e) All e-Correspondence placed in the Customer’s Fubon e-banking account shall be deemed to be delivered to the Customer at the time they are placed in the Customer’s e-banking 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 (or, in the case of joint accounts, the designated principal subscriber) will receive an email and/or SMS notification (as the case maybe) 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 email address and/or mobile phone number 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 e-banking 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 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 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

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. There Terms and Conditions maybe 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 or a Service is supplied and references 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, including any person(s) authorized by the Customer to give instructions to the Bank, as notified to the Bank from time to time; 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, 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;

“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.