

Chong Hing Bank Limited (the “Bank”) Terms and Conditions for e-Statement and e-Advice Services (For Corporate Customers)

The e-Statement and e-Advice Services (as defined below) are provided by the Bank subject to, ~~and you agree your agreement~~ to be bound by, these Terms and Conditions for e-Statement and e-Advice Services which the Bank may revise or supplement from time to time without prior written notice (“these Terms and Conditions”). Please read and understand these Terms and Conditions before you use the e-Statement and e-Advice Services.

1. Interpretation

In these Terms and Conditions, unless the context otherwise requires:-

“Account” means any ~~type of account offered by the Bank, including but not limited to deposit account, loan account, securities account and, whether passbook savings, Statement savings, current, integrated, multicurrency, fixed deposit, call, swap, investment account; or otherwise, opened, established, or maintained with or provided by the Bank to you from time to time;~~

“e-Statement Advice” means any ~~Statement advice, record, message, confirmation, report, receipt, acknowledgement, notice and / or communication~~ from time to time issued or provided by the Bank in ~~electronic paper form under in connection with one or more Account(s) or of the products and services e-Statement Services offered by the Bank;~~

~~“e-Statement Services” means the services of the Bank in making available to you the e-Statement from time to time pursuant to these Terms and Conditions;~~

“Corporate Internet Banking Services” means the electronic services of the Bank that permit you to gain access to the Accounts to carry out transactions, and to obtain the related services which the Bank may prescribe from time to time at its absolute discretion;

“e-Advice” means any advice, notification, confirmation, and / or communication issued or provided by the Bank in electronic form under the e-Advice Services;

“e-Correspondence” means any e-Statement and / or e-Advice as the case may be;

“e-Statement” means any Statement from time to time issued or provided by the Bank in electronic form under the e-Statement Services;

“e-Statement and e-Advice Services” collectively means the services of the Bank in making available to you the e-Statement and e-Advice from time to time pursuant to these Terms and Conditions;

“Equipment” shall have the meaning as defined under Clause 3(b)(ii);

“Errors” shall have the meaning as defined under Clause 4(c);

“HKSAR” means the Hong Kong Special Administrative Region of the People’s Republic of China;

~~“Internet Banking Services” means the electronic services of the Bank that permit you to gain access to the Accounts to carry out transactions, and to obtain the related services which the Bank may prescribe from time to time at its absolute discretion~~

“Other T & Cs” shall have the meaning as defined under Clause 2(a);

“Statement” means any statement, record, message, confirmation, report, receipt, acknowledgement, notice and / or communication from time to time issued or provided by the Bank in paper form in connection with one or more Account(s) or of the products and services offered by the Bank;

“Website” means the Corporate Internet Banking Services website provided by the Bank from time to time; and

“you”, “your” and “yours” refer refers to you, as the Bank’s customer-; and “your” and “yours” shall be construed accordingly.

Unless otherwise specified, reference to “Clause” shall mean clause of these Terms and Conditions.

2. Other Terms and Conditions

(a) These Terms and Conditions are in addition to and not in substitution for the Bank’s terms and conditions governing your Accounts maintained with the Bank and your use of other products and services offered by the Bank including but not limited to the Corporate Internet Banking Services and the Statement such as the Account Terms (collectively “Other T & Cs”), which shall continue to apply unless otherwise provided.

(b) In the event of any inconsistency or conflict between these Terms and Conditions and Other T & Cs, these Terms and Conditions shall prevail where the e-Statement Services are concerned, and/ or e-Advice Services are concerned. In particular, the Bank may from time to time determine, vary, add to or delete from the e-Statement Services and / or e-Advice Services the types of Statements or Advices which will be offered as e-Statements or e-Advices, and the contents as well as manner in which any e-Statement and / or e-Advice will be provided.

3. e-Statement Services and /or e-Advice Services

(a) The Bank will from time to time determine or specify the scope and / or features of the e-Statement Services and are/or e-Advice Services and is entitled to modify, expand or reduce the same at any time with or without prior notice.

(b) The e-Statement Services ~~are~~ and / or e-Advice Services will only be available to you provided that:-

(i) ~~to enable you to use the e-Statement Services,~~ you shall have internet services provided by an internet service provider; to use the e-Statement Services and e-Advice Services;

(ii) you shall maintain appropriate telecommunications equipment, computer software, a specific email address and mobile phone number designated by you and such other facilities as the Bank may prescribe

from time to time ~~prescribe~~ ((collectively the “Equipment”) capable of accessing, viewing and ~~/ or~~ downloading the ~~e-Statement; e-Correspondence~~;

(iii) you are registered to use the Corporate Internet Banking Service ~~Services~~; and

(iv) you ~~shall register~~ have registered with the Bank a valid and up-to-date ~~e-mail~~ email address ~~and or~~ mobile phone number for the purpose of receiving notification in relation to the e-Statement Services ~~and / or e-Advice Services~~.

(c) You understand and accept that internet, email, SMS and other electronic information services may be subject to certain information and technology risks and disruption from time to time. You agree to accept such risks and take such measures at your own costs for safeguarding such risks and protecting your interests as appropriate.

(d) You agree to bear all fees and charges in securing such services as mentioned in ~~clause~~ Clause 3(b)(i) above and the Equipment in order to use the e-Statement Services and / or e-Advice Services.

(e) Under the e-Statement Services and / or e-Advice Services, the Bank will send you the ~~e-Statement e-Correspondence~~ which is accessible by you for viewing and ~~/or~~ downloading through the Corporate Internet Banking Services.

(f) Notwithstanding other provisions to the contrary in these Terms and Conditions or Other T & Cs, an Account being covered by the e-Correspondence is not an indication that you will be entitled or able to use the Corporate Internet Banking Services in connection with such Account, for example to operate the Account. If you wish to use the Corporate Internet Banking Services in connection with an Account, you must make a separate application to register the Account with the Bank for its Corporate Internet Banking Services.

(g) You will receive an email and / or SMS by way of notification (as the case may be) from the Bank which is/are sent according to the e-mail email address and / or mobile phone number provided by you pursuant to clause ~~Clause 3(b)(iv)~~ above when the e-Statement e-Correspondence is available online. You agree to check your registered email address/mobile phone number (as the case may be) regularly for such notification. You undertake to immediately notify the Bank (in such manner as the Bank may prescribe from time to time) of any change of such e-mail of your email address and / or mobile phone number.

~~(g)-h)~~ You agree that the availability of the e-Statement e-Correspondence for access through the e-Statement Services and / or e-Advice Services shall be deemed as the delivery of the paper Statement and / or Advice (as the case may be) by the Bank to you and the Bank will not send the corresponding Statement or Advice in paper Statement format to you unless the Bank determines otherwise and subject to such fees and charges as the Bank may prescribe from time to time. For details of such fees and charges, please refer to the Bank Service Charges table published at the Bank’s website (www.chbank.com).

(i) The Bank will retain the e-Statement Correspondence for a period of 7 years from the issuance date or such other period as the Bank may prescribe from time to time.

4. Security

- (a) You shall keep ~~any~~ the password and security details (if any) of your logon credentials confidential and ~~secure~~ secured, and take all reasonable precautions to prevent unauthorized or fraudulent use of your password or security details of your logon credentials and to ensure that ~~unauthorized~~ ~~unauthorised~~ or fraudulent access to the e-Statement Services and / or e-Advice Services is prevented.
- (b) You shall never respond to a request purportedly from the Bank through the e-Statement Services and / or e-Advice Services to provide any information of your ~~account~~ Account, password, security details or your personal information as the Bank will never make such a request.
- (c) Upon receipt of notification for any ~~e-Statement~~ e-Correspondence, you shall examine the ~~e-Statement~~ e-Correspondence, and notify the Bank immediately of any errors, discrepancies, unauthorized transactions or entries arising from whatever cause including but not limited to your or any other person's forgery, fraud, lack of authority or negligence ~~of yours or any other person~~ (collectively the "Errors"). You also agree that the ~~e-Statement~~ e-Correspondence shall, as between the Bank and you, be conclusive evidence as to the information and details shown therein and that the ~~e-Statement~~ e-Correspondence shall be binding on you and you shall be deemed to have agreed to waive your rights to raise objections or pursue any remedies against the Bank or its employee/ officer/ director/ agent in respect thereof unless you notify the Bank in writing of the Errors within such period as the Bank may prescribe from time to time.

5. Liability

- (a) You agree to accept the risks associated with e-Statement Services and / or e-Advice Services including but not limited to:-
- (i) the internet services which may be susceptible to viruses, interception, transmission failure or delay;
- (ii) incomplete or incorrect data transmission; and / or
- (iii) the additional costs ~~you~~ that may incur for using the e-Statement Services and / or e-Advice Services.
- (b) The third parties supporting the e-Statement Services and / or e-Advice Services (including but not limited to internet service providers and telecommunications companies) are neither ~~agencies~~ agents ~~nor representatives~~ of the Bank ~~nor representing the Bank~~. ~~There is no cooperation, partnership, joint venture or other relationship with the Bank.~~ The Bank is not responsible for any loss, damage, liability or claim caused by such third parties, nor for their acts or omissions.
- (c) The Bank shall not be liable or in any way be responsible for:-
- (i) any delay or failure in providing the e-Statement Services and / or e-Advice Services or any error or failure in the ~~e-Statement~~ Correspondence ~~unless this results from the Bank's gross~~ caused by fraud, negligence or wilful default on the part of the Bank;
- (ii) any loss, damages or expenses ~~that you~~ may incur, including but not limited to any losses or damages caused to the Equipment in relation to your use of the e-Statement Services and / or e-Advice

Services unless they are caused solely and directly by the Bank's gross fraud, negligence or wilful default on the part of the Bank; and / or

(iii) any liability or other responsibility for the consequences arising from any cause beyond the reasonable control of the Bank including but not limited to failure of the Equipment to receive the e-Statement e-Correspondence for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, or technical breakdown.

(d) You shall compensate and indemnify the Bank for all losses, damages, costs ~~or~~ interests, expenses (including legal and other professional advisers' fees), proceedings, suits, claims, demands and / or actions incurred or suffered by the Bank in relation to the provision of the e-Statement Services and / or e-Advice Services to you and / or your breach of any of these Terms and Conditions.

6. Fees and Charges

The Bank reserves the right to impose or change fees and charges for the e-Statement Services and / or e-Advice Services from time to time with ~~reasonable~~ notice posted on its Website or through other channels as the Bank may see fit at its sole discretion. You agree your continued access to, or the availability to you of, such e-Statement Services and / or e-Advice Services after the relevant effective date of such changes shall constitute your acceptance thereof respectively.

7. Termination of Services

(a) The Bank may, at its absolute discretion, suspend or terminate all or any part of the e-Statement ~~Service~~ Services and / or e-Advice Services with or without prior notice to you. The Bank will not assume any legal liabilities or other responsibilities for any suspension or termination of the e-Statement Services and / or e-Advice Services under any circumstances.

(b) You may cancel or terminate the e-Statement ~~Service~~ Services and / or e-Advice Services at any time and in such manner as the Bank may prescribe from time to time.

(c) You acknowledge that the e-Statement Services and / or e-Advice Services shall form part of the Corporate Internet Banking Services and shall be terminated automatically upon your termination of the Corporate Internet Banking Services.

(d) Any suspension or termination or suspension of the e-Statement Services and / or e-Advice Services shall not affect the liabilities and rights which have accrued between you and the Bank prior to the date of suspension or termination.

8. Modification to these Terms and Conditions

These Terms and Conditions may be amended or supplemented by the Bank at its sole discretion from time to time with ~~reasonable~~ prior notice to you. Such ~~amendments~~ changes will be sent to you by post or posted on the Website or otherwise and will become effective at such effective date and time as stipulated by the Bank and shall be binding on you if you continue to use the e-Statement Services and / or e-Advice Services after the effective date of such amendment ~~or~~ supplement.

9. General

(a) In the event that any of the provisions of these Terms and Conditions shall for any reason be held to be illegal, invalid, or unenforceable in any jurisdiction, it shall be deemed as to have been severed from these Terms and Conditions automatically without prejudice to the other provisions which will remain in full force and effect in accordance with their respective terms.

(b) A failure or delay by the Bank in exercising any ~~right~~ rights will not operate as a waiver, and a single or partial exercise of any ~~right~~ rights by the Bank will not preclude any further exercise of that right or the exercise of any other ~~right~~ rights.

(c) In case of ~~inconsistency~~ any inconsistencies between the English and ~~the~~ Chinese versions of these Terms and Conditions, the English version shall prevail.

10. Governing ~~Laws~~ Law

These Terms and Conditions are governed by and construed in accordance with the laws of the HKSAR but the application of Contracts (Rights of Third Parties) Ordinance shall be excluded. You unconditionally and irrevocably agree to submit to the ~~non-exclusive~~ nonexclusive jurisdiction of the courts of the HKSAR.