



## **Chong Hing Bank Limited (the “Bank”) Terms and Conditions for Credit Card e-Statement Services (For Personal Credit Card Customers)**

The Credit Card e-Statement Services (as defined below) are provided by the Bank subject to, and you agree to be bound by, these Terms and Conditions for Credit Card e-Statement Services (“these Terms and Conditions”). Please read and understand these Terms and Conditions before you use the Credit Card e-Statement Services.

### **1. Interpretation**

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

**“Account”** means the account opened and maintained with the Bank in connection with the use of the Card (including the Principal Card and any Supplementary Card) and/or the virtual Card (including the principal Virtual Card and any Supplementary Virtual Card) and reference to “Card Account” shall include Virtual Card Account. The expression “joint account” means the account opened and maintained with the Bank in the name of the Principal Cardholder in respect of the Principal Card and all Supplementary Card(s) and/or (as the case may be) in respect of the Principal Virtual Card and all Supplementary Virtual Card(s).

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

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

**“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;

**“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 Internet Banking Services website; and

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

## **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 Internet Banking Services and the Statement (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. In particular, the Bank may from time to time determine, vary, add to or delete from the e-Statement Services the types of Statements which will be offered as e-Statements, and the manner in which any e-Statement will be provided.

## **3. e-Statement Services**

(a) The Bank will from time to time determine or specify the scope and/or features of the e-Statement 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 only available to you provided that:-

(i) you shall have internet services provided by an internet service provider to use the e-Statement 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 (collectively the "Equipment") capable of accessing, viewing and/or downloading the e-Statement;

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

(iv) you have registered with the Bank's credit card system a valid and up-to-date email address or mobile phone number for the purpose of receiving notification in relation to the e-Statement 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.

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

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

(f) For the avoidance of doubt, an Account being covered by the e-Statement is not an indication that you will be able to use the Internet Banking Services in

connection with such Account, for example to operate the Account. If you wish to use the Internet Banking Services in connection with an Account, you must make a separate application to register the Account with the Internet Banking Services.

(g) You will receive an email and/or SMS notification (as the case may be) from the Bank which is/are sent according to the email address and mobile phone number provided by you pursuant to clause 3(b)(iv) above when the e-Statement is available online. You agree to check your registered email address/mobile phone (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 email address and/or mobile phone number.

(h) If you wish to request the Bank to send paper statement instead, you must notify the Bank in the manner specified by the Bank from time to time, and you will be responsible for any fees and charges that the Bank may specify. For details regarding these fees and charges, please refer to the Credit Card Charges Table published on the Bank's website.

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

(j) If you are unable to access or read the e-Statement through the e-Statement service, or if there are any delays or other issues when receiving or reading the emails and/or SMS notifications sent by the Bank, you must immediately notify the Bank (in the manner specified by the Bank from time to time).

#### **4. Security**

(a) You shall keep the password and security details (if any) of your logon credentials confidential and secured, and take all reasonable precautions to prevent unauthorised or fraudulent use of your password or security details of your logon credentials and to ensure that unauthorised or fraudulent access to the e-Statement Services is prevented.

(b) You shall never respond to a request purportedly from the Bank through the e-Statement Services to provide any information of your 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, you shall examine the e-Statement, and notify the Bank immediately of any errors, discrepancies, unauthorised transactions or entries arising from whatever cause including but not limited to forgery, fraud, lack of authority or negligence of yours or any other person (collectively the "Errors"). You also agree that the e-Statement shall, as between the Bank and you, be conclusive evidence as to the information and details shown therein and that the e-Statement 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 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 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 that may incur for using the e-Statement Services.

(b) The third parties supporting the e-Statement Services (including but not limited to internet service providers and telecommunications companies) are neither agents nor representatives of the Bank, and they have no cooperation, partnership, joint venture or other relationship with the Bank. The Bank is not responsible for any loss caused by such third parties.

(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 or any error or failure in the e-Statement unless caused by fraud, negligence or wilful default on the part of the Bank;

(ii) any loss, damages or expenses that 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 unless they are caused solely and directly by 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 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, interest and expenses (including legal and other professional advisers' fees) incurred or suffered by the Bank in relation to the provision of the e-Statement 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 fees and charges for the e-Statement Services from time to time with reasonable notice to you.

## **7. Termination of Services**

(a) The Bank may, at its absolute discretion, suspend or terminate all or any part of the e-Statement Services with or without prior notice. The Bank will not

assume any legal liabilities or other responsibilities for any suspension or termination of the e-Statement Services under any circumstances.

(b) You may cancel or terminate the e-Statement 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 shall form part of the Internet Banking Services and shall be terminated automatically upon your termination of the Internet Banking Services.

(d) Any suspension or termination of the e-Statement 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 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 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 rights will not operate as a waiver, and a single or partial exercise of any rights by the Bank will not preclude any further exercise of that right or the exercise of any other rights.

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

### **10. Governing Laws**

These Terms and Conditions are governed by and construed in accordance with the laws of the HKSAR. You unconditionally and irrevocably agree to submit to the nonexclusive jurisdiction of the courts of the HKSAR, but the Contracts (Rights of Third Parties) Ordinance shall not apply to these Terms and Conditions together with matters referred to thereunder.