

## e-Statement Service Application / Termination Form

### **e-Statement Service Terms and Conditions:**

1. This “e-Statement Service” is exclusively for customers who have adopted the i-Web Stock Trading Services (“i-Web”) and Chong Hing Securities Mobile Application (“CHS APP”) of Chong Hing Securities Limited (“Company”).
2. An “e-Statement” consists of only the “Combined Statement of Account & Contract Notes” and the “Monthly Statement” (“Statements”).
3. For those accounts for which the Client has opted to receive e-Statements, paper Statements will no longer be provided. All requests for such paper Statements will be charged in accordance with the prevailing Service Charge Schedule of the Company.
4. Customer adopting the e-Statement Service is obliged to provide a correct and updated e-mail address to the Company for receiving electronic messages, including but not limited to e-Statement.
5. The download period for “Combined Statement of Account & Contract Notes” and “Monthly Statement” are 3 calendar months and 24 calendar months from their respective dates of issuance. For examples, the “Combined Statement of Account & Contract Notes” of 1 December, 2019 will be available for download up to (and including) 28 February, 2020 and the “Monthly Statement” of Dec 2019 will be available for download up to (and including) 30 November, 2021. No e-Statement after those respective periods shall be available for download.
6. You agree that all e-Statements shall be deemed to be delivered to you at the time they are uploaded to the e-Statement Service and made available for you to download, irrespective of whether you will have read or downloaded such e-Statements. You are urged to check your e-Statement Service on a regular basis.
7. All e-mails and other electronic messages shall be deemed to be delivered to you at the time when they are, according to our record, successfully sent or re-sent to your designated e-mail addresses.
8. You confirm that you have assessed and analysed and so understand, acknowledge and accept all possible risks involved in having electronic messages sent to the designated e-mail addresses including, without limitation, the electronic messages being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without your prior consent, knowledge or authorisation.
9. You agree to open, read or access and carefully review and examine all e-Statements in a timely manner and advise the Company as soon as possible, of any errors, discrepancies, unauthorised transactions or other irregularities arising from whatever cause, including, without limitation, forgery, fraud, lack of authority or your own negligence or negligence of any other person(s) (“Errors”). In addition, you also agree that you are obliged to inform the Company of any discrepancies about the transaction details as set out in the e-Statements within 3 calendar days after the day on which e-Statements are made available for the Customers to read and/or download via the e-Statement Service.
10. You acknowledge and agree that in no circumstances shall CHS be liable or in any way be responsible for any loss, damages or expenses that you may incur (including but not limited to any loss or damage caused to your data or equipments) arising out of or in connection with your use of the e-Statement Service, save and except where such loss, damages or expenses are caused solely and directly by the gross negligence or willful misconduct on the part of CHS.
11. You acknowledge and agree that neither CHS, any of its affiliates, nor any of the telecommunications companies designated by CHS (if any) for the purposes of providing the e-Statement Service shall be liable to or responsible for any failure or delay in providing the e-Statement Service or any error or failure in the e-Statement Service except due to gross negligence or willful default on the part of CHS, any of its affiliates, or such telecommunications companies. In particular, neither CHS, nor any of its affiliates, nor any such telecommunications companies shall be liable to or responsible for the consequences arising from any cause beyond the control of CHS, its affiliates, or such telecommunications companies, including but not limited to failure of the equipments to receive the e-Statement for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, technical breakdown, interruption or inadequacy of equipment or installation.
12. CHS may amend, vary and add to these Terms and Conditions from time to time with reasonable notice (except in the circumstances beyond CHS’ control). You acknowledge that CHS may, in its sole discretion and with or without notice to you (and without any liability): (a) modify and supplement any part or all of these Terms and Conditions; and (b) suspend, modify, withdraw, cancel, discontinue or terminate the e-Statement Service.
13. You acknowledge and agree that these Terms and Conditions are in addition and supplemental to the terms and conditions of CHS’s Terms and Conditions for Securities Trading, Personal Information Collection Statement, CHS Mobile Application Terms and Conditions and any other applicable terms and conditions in force from time to time. In the case of and to the extent of any conflict/discrepancy of these Terms and Conditions with other terms and conditions referred to above, for the purposes of the provision of the e-Statement Service, these Terms and Conditions shall prevail; for all other purposes, the other terms and conditions referred to above shall prevail (as the case may be).
14. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”) and you hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in connection with any claim, demand, action, arbitration or proceeding arising out of or in connection with these Terms and Conditions.
15. These Terms and Conditions are prepared in Chinese and English. In case of any inconsistency between the Chinese version and the English version, the English version shall prevail.

### **Important Notes:**

#### **(e-Statement Service Application):**

1. Appropriate hardware and software, internet access and a specific e-mail address provided and designated by you for receiving e-mail from our Company are required for using the e-Statement Service. The Company shall not be responsible for any failure to use or access the e-Statement Service as a result of inadequate hardware, software or internet access on the part of the Customers.
2. For successful application, the Company will send an “e-mail of acknowledgement” to your designated e-mail address. It takes 30 calendar days for the e-Statement Service to be effective.
3. In order to avoid missing notifications, if there is any change, please fill in the 《Change of Contact Information》 Form (UCHS/UI-01) and submit to the Company to inform the Company to update the record immediately.
4. For information security, the Company will not deliver e-Statements to you by e-mails directly, but “reminders” will be sent to your designated e-mail addresses so as to remind them to read and download the e-Statements.
5. For Customers adopting this e-Statement Service, irrespective whether they have received corresponding e-mail reminders, “Combined Statement of Account & Contract Notes” will be available for download not later than the end of the 2nd business day after the date of that statement and “Monthly Statement” for each month will be available for download not later than the end of the 7th business day after the end of that month.
6. Your computer or electronic device shall have Acrobat Reader 7.0 or above versions installed to view the “e-Statement” files. You are also recommended to update the version of the Acrobat Reader installed in your computer or electronic device from time to time to ensure the e-Statements can be viewed properly.
7. No previous statement is available for download for periods before the e-Statement Service becomes effective. Customers are required to pay a charge for:
  - (i) obtaining a copy of e-Statement that is no longer available for access and downloading through the Company’s website and mobile application; or
  - (ii) requesting the Company to provide the relevant statement to the Customer, in addition to the request for the e-Statement Service, by other means
8. You should be aware that the Internet, e-mail, SMS and other electronic information services may be subject to certain IT risks and disruption.
9. All e-mails sent by the Company to your e-mail addresses are uni-directional. You should not reply or send back any e-mail to that sender's e-mail address.

#### **(e-Statement Service Termination):**

1. You can submit the termination online in 「i-Web」 / 「Chong Hing Securities Mobile Application」 or complete and submit this form (please tick on Terminate e-Statement Service) to our Company in advance for the termination of the e-Statement Service (“**Termination**”).
2. It takes 5 working days for the Termination to be effective upon receiving the Termination. The Company will send out an “e-mail of acknowledgement” to your designated e-mail address to inform you the “e-Statement Service Termination Date”.
3. e-Statements will be sent out for all securities transactions executed before the “e-Statement Service Termination Date” and you are required to download them from our i-Web system and CHS APP.
4. From the “e-Statement Service Termination Date”, all “Combined Statement of Account & Contract Notes” (“Daily Statements”) and the “Monthly Statement” will no longer be available from our system. Please download all required e-Statements before the e-Statement Service Termination Date.
5. Physical copies of “Daily Statements” for all securities transactions executed on or after the “e-Statement Service Termination Date” will be sent out by mail for verification by Customers. Customers who have not received the Daily Statements for more than 3 trading days after he carrying out of a transaction should immediately inform the Company.

Please tick (✓) the appropriate box

☐ Apply e-Statement Service

☐ Terminate e-Statement Service

|                    |  |
|--------------------|--|
| Account No.:       |  |
| Customer Name:     |  |
| Contact Phone No.: |  |

### **Declaration of Applicant and all other Account Holder(s):**

I/We confirm that I/We have fully understood and accepted the terms and conditions, important notes and fees of the services mentioned above. I/We represent that the information above is true, complete and correct. The Company is entitled to rely fully on such information and representations for all purposes until the Company receives notice in writing from me/us of any changes.

Signature(s) of applicant (All account holders for Joint account) (for Corporate Account, Company Chop is required [if applicable])  
 Signature(s) must be in conformity with the specimen already registered with the Company.

Date

| 公司專用 FOR OFFICE USE ONLY |             |            |         |                    |            |          |             |         |
|--------------------------|-------------|------------|---------|--------------------|------------|----------|-------------|---------|
| CHB/CHS<br>BRANCH        | Branch Code | Handled by | S.V. by | CHS<br>Head Office | Checked by | Input by | Approved by | Remarks |