

Terms and Conditions for e-Statement Service

In consideration of the agreement of Dah Sing Bank, Limited ("Bank") to provide the e-Statement Service (as defined hereinafter) to me / us, I / we hereby accept and agree to be bound by the following terms and conditions:

e-Statement Service

1. I / We hereby agree that consolidated statement(s) and any other statements, advice, report, message, record, confirmation, receipt, acknowledgement, notice or communication in respect of or in relation to one or more account(s) I / we maintain with the Bank and as designated by the Bank or of the products and services offered by the Bank or of any Securities or Fund (both as defined in the Bank's Master Terms and Conditions / Master Terms and Conditions for VIP Banking Services) including (but without limitation) corporate action communication or instruction thereof ("Corporate Notice"), as from time to time issued or provided by the Bank (collectively, "Statements") in electronic form ("e-Statements") shall be made available to me / us through the Bank's e-banking service ("e-Banking Service") and / or such other electronic means (including by email) as from time to time specified by the Bank ("e-Statement Service") and upon my / our enrollment with the e-Statement Service, I / we agree that I / we shall no longer receive the Statements in paper form ("Paper Statements"). In respect of joint accounts, I / we understand and agree that all account holders of the joint account will have to subscribe or register for the e-Statement Service in order to receive e-Statements (in respect of such joint account) in lieu of Paper Statements (in respect of such joint account). In respect of credit card service, I / we agree to receive e-Statements for all credit card account(s) maintained with the Bank (including account(s) of Supplementary Cardholder(s)) and that all new credit card account(s) I / we open in the future (including account(s) of Supplementary Cardholder(s)) shall be, subject to the availability of the e-Statement Service, set to receive e-Statements by default and shall be registered for the e-Statement Service automatically.
2. To access my / our e-Statement, I / we agree to subscribe or confirm that I / we have subscribed the e-Banking Service and understand I / we must remain a subscriber of the e-Banking Service. I / We also understand the Bank has the absolute discretion to reject any request for subscription of the e-Banking Service.
3. I / We understand and agree that for the e-Statements the Bank provides to me / us in accordance with Clause 1, the Bank will not send the corresponding Paper Statements unless the Bank determines otherwise and subject to such fees and charges as the Bank shall determine from time to time.
4. I / We understand that the e-Statement Service is only available to me / us provided that I / we have appropriate internet and telecommunications services, equipments (including both software and hardware) and such other services, equipments and facilities specified by the Bank from time to time ("Equipments") and I / we hereby agree that I / we shall keep the Equipments secure and shall take all reasonable measures to prevent unauthorised access thereof. I / We also agree to bear any fees, charges or expenses which may be imposed by any telecommunications company or service providers (whether or not designated by the Bank) providing or servicing me / us telecommunications or internet services in connection with the e-Statement Service.
5. I / We hereby agree that any e-Statement placed in my / our Dah Sing e-banking account ("e-Banking Account") shall be deemed to be delivered to me / us at the time it is placed and / or any e-Statement sent to my / our email address registered with the Bank ("Email Address") shall be deemed to be delivered to me / us at the time when the e-Statement is, according to the Bank's record, successfully sent by the Bank. I / We hereby agree to immediately notify the Bank (in such manner as may be prescribed by the Bank from time to time) of any changes of the Email Address. I / We understand that I / we may not be notified of the delivery of the e-Statement should I / we fail to register with the Bank a valid and up-to-date email address.
6. The Bank may, in its sole discretion, send an alert message to the Email Address to notify me / us when the e-Statement is available to me / us under the e-Banking Service. Such alert message, if sent by the Bank, will only be sent once. It is my / our sole responsibility to check the Email Address regularly for such alert message.
7. It is my / our sole responsibility to frequently and periodically check the Email Address and / or the e-Banking Account for e-Statement(s).
8. I / We agree to carefully review and examine all the e-Statements in a timely manner, and advise the Bank immediately of any errors, discrepancies, unauthorised transactions or entries arising from whatever cause, including without limitation, forgery, fraud, lack of authority or negligence ("Error").
9. I / We agree that the e-Statement(s) shall, as between the Bank and me / us, be conclusive evidence as to the information and details shown therein and that the e-Statement shall be binding upon me / us. I / we shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless I / we have notified the Bank in writing of any such Errors within such period as may be specified by the Bank from time to time for any specific type of e-Statement(s).
10. Where the e-Statement is made available under the e-Banking Service, such e-Statement will only be available for up to 7 years (save and except the (i) Fixed Deposit Advice; (ii) Remittance Advice; (iii) Securities Consolidated Contract Note & Daily Statement; (iv) Corporate Notice; and (v) other e-Statements as may be specified and listed on the Bank's website www.dahsing.com/eadvice by the Bank from time to time will only be made available for 90 days) and thereafter, it will be deleted from the Bank's system. It is my / our own duty to review and examine the e-Statement promptly and download and save an electronic copy of the e-Statement in my / our own computer or other device or print a hard copy of the e-Statement for future reference before it is deleted from the Bank's system.

Security

11. I / We hereby agree and undertake that I / we shall at all times keep the password for the Email Address and the password for gaining access to the e-Banking Service secure and confidential and shall not disclose or permit them to be disclosed to any unauthorised person (including staff of the Bank).
12. I / We confirm that I / we have assessed and analysed and I / we understand, acknowledge and accept all possible risks involved in having the e-Statement sent to the Email Address including, without limitation, the e-Statement being intercepted, monitored, amended, tampered with or being sent or disclosed to other parties without my / our authorisation.
13. I / We undertake to inform the Bank immediately (by calling the Bank's customer service hotline at 2828 8168 or visiting any one of the Bank's branches) if any email, e-Statement, website hyperlink or the e-Banking Account appears to be irregular. I / We also undertake to inform the Bank immediately of all matters which may have an impact on or otherwise affect the Bank's provision or my / our use of the e-Statement Service including, without limitation, if I / we know or suspect that someone knows the password of the Email Address or the log-in password of the e-Banking Account or has unauthorised access to the Email Address, e-Banking Account, e-Statement or any Equipment to which I / we receive the e-Statement or if the Email Address or other contact details are or will be changed or my / our Equipment or internet service has or will be suspended, expired, disconnected or terminated.

Liability

14. I / We hereby agree that the Bank shall not be liable or in any way be responsible for any loss, damages or expenses that I / we shall incur (including but not limited to any loss or damage caused to my / our data or Equipment) arising out of or in connection with my / our use of the e-Statement Service unless they are caused solely and directly by the Bank's negligence or willful default.
15. Neither the Bank, any of its affiliates, nor any of the telecommunications companies designated by the Bank (if any) for the purposes of providing the e-Statement Service shall assume any liability or responsibility for any failure or delay in providing the e-Statement Service or any error or failure in the e-Statement unless this results from negligence or willful default on the part of the Bank, any of its affiliates, or such telecommunications companies. In particular, neither the Bank, any of its affiliates, nor any such telecommunications companies shall assume any liability or responsibility for the consequences arising from any cause beyond the reasonable control of the Bank, its affiliates, or such telecommunications companies, including, without limitation, failure of the Equipment 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.
16. I / We hereby agree to compensate and indemnify the Bank against all losses, damages, costs, liabilities, charges or expenses (including legal and other professional advisors' fees) which may be incurred or suffered by the Bank in connection with the provision of the e-Statement Service to me / us and / or my / our breach of any of these terms and conditions.

Others

17. I / We understand and agree that the e-Statement Service shall form part of the e-Banking Service and shall be terminated automatically upon my / our termination of the e-Banking Service.
18. I / We understand and agree that I / we may at any time cancel or terminate the e-Statement Service (by cancelling or terminating the e-Banking Service) through any of the Bank's branches and that I / we may not be able to receive any Statements (whether e-Statements or Paper Statements) should I fail to opt for the delivery of Paper Statements through the e-Banking Service 7 days before my cancellation or termination of such e-Banking Service.
19. I / We hereby agree that my / our use of the e-Statement Service shall be subject to any applicable laws, regulations, codes, guidelines or notices issued by any regulatory authority or government agency from time to time. I / We understand the Bank reserves the right to at any time and from time to time impose fees and charges for the e-Statement Service with reasonable notice and I / we hereby agree to pay any such fees and charges.
20. I / We understand and agree that the Bank shall have the discretion from time to time to suspend, modify, withdraw, cancel or discontinue the e-Statement Service without giving any reason or prior notice. Without prejudice to the generality of the foregoing, I / we understand and agree that the Bank may (but shall not be obliged to) without giving me / us any prior notice forthwith terminate my / our e-Statement Service in case of (i) my / our failure to provide the Bank with a valid and up-to-date email address; or (ii) an alert message (as mentioned in Clause 6 above) and / or an e-Statement failing to, in the absence of any default on the part of the Bank, be sent / delivered to the Email Address.
21. I / We understand and agree that the Bank shall have the discretion from time to time to amend these terms and conditions by giving me / us reasonable notice (by such means as the Bank shall deem appropriate).
22. I / We understand and agree that these terms and conditions are in addition and without prejudice to the Bank's terms and conditions that are applicable to my / our account(s) maintained with the Bank and as designated by the Bank. In the event of any inconsistency or conflict, these terms and conditions shall prevail to the extent of any such inconsistency or conflict.
23. These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong.
24. The Chinese version of these terms and conditions is for reference only. Should there be any inconsistency or conflict between the English and Chinese versions of these terms and conditions, the English version shall prevail.