

網上月結單服務章則及條款

鑑於大新銀行有限公司（「銀行」）同意提供網上月結單服務（於此後釋義）予本人（等），本人（等）現接受及同意受下列章則及條款所約束：

網上月結單服務

- 本人（等）現同意銀行將透過其網上理財服務（「網上理財服務」）及/或銀行不時指定的其他電子形式（包括電郵）向本人（等）提供月結單（「網上月結單」）（該等服務為「網上月結單服務」）。「月結單」是指銀行就本人（等）於銀行開設的一個或多個及由銀行指定的戶口或銀行提供的產品及服務或任何「證券」或「基金」（均如銀行的綜合章則及條款/VIP銀行服務綜合章則及條款所定義）而不時以紙張形式發出或提供的綜合月結單以及任何其他結單、通知書、報告、訊息、記錄、確認書、收據、認收書、通告或通訊（包括（但不限於）任何「證券」或「基金」（均如銀行的綜合章則及條款/VIP銀行服務綜合章則及條款所定義）的公司行動通信或指示（「公司公告」）。當本人（等）登記網上月結單服務後，本人（等）同意停止收取以紙張形式發出或提供的月結單（「紙張月結單」）。就聯名戶口而言，本人（等）明白及同意，聯名戶口的所有戶口持有人將必須登記網上月結單服務，以便接收（相關聯名戶口的）網上月結單，從而代替紙張月結單。就信用卡服務而言，本人（等）同意，本人（等）與銀行開立的所有信用卡戶口（包括附屬卡持卡人戶口）均收取網上月結單，及其後本人（等）新開立的所有信用卡戶口（包括附屬卡持卡人戶口）將會因應網上月結單服務的適用情況而預設為收取網上月結單，並將自動登記網上月結單服務。
- 為收取本人（等）的網上月結單，本人（等）同意登記或確認本人（等）已登記網上理財服務及明白本人（等）必須繼續為網上理財服務之登記用戶。本人（等）亦明白銀行有絕對酌情權拒絕任何網上理財服務之登記申請。
- 本人（等）明白及同意就銀行按條款一提供予本人（等）的網上月結單，銀行將不會以紙張月結單形式發出相關的月結單予本人（等），除非銀行另行決定及銀行可徵收其不時釐定的有關收費及費用。
- 本人（等）明白本人（等）必須擁有適當的互聯網及電訊服務、設備（包括軟件和硬件）以及由銀行不時指定的其他服務、設備及設施（「設備」），方可獲提供網上

月結單服務。本人（等）特此同意本人（等）會保證設備的安全和採取一切合理的防範措施以防止任何未經授權的使用。本人（等）亦同意承擔由任何電訊公司或服務供應商（不論是否由銀行指定）就提供或維修與網上月結單服務有關的電訊或互聯網服務而徵收的任何收費、費用或開支。

- 本人（等）特此同意任何存放於本人（等）的大新網上理財戶口（「網上理財戶口」）的網上月結單，將在存放於本人（等）的網上理財戶口時被視為已送達本人（等）及/或任何發送到本人（等）向銀行登記的電郵地址（「電郵地址」）的網上月結單，均在銀行記錄顯示已成功發送時被視為已送達本人（等）。本人（等）特此同意如電郵地址有任何更改，本人（等）會立即（以銀行不時訂明的方式）通知銀行。本人（等）明白如本人（等）未能與銀行登記一個有效及最新的電郵地址，於網上月結單發出時，本人可能不被獲得通知。
- 銀行可自行決定，當網上月結單可在網上理財服務中提供時，發送提示訊息至電郵地址。此提示訊息，如被銀行發送，將只會被發送一次。本人（等）有責任定期檢查電郵地址，以查看此提示訊息。
- 本人（等）有責任經常及定時檢查電郵地址及/或網上理財戶口，以查看網上月結單。
- 本人（等）同意會及時小心檢閱及審查所有網上月結單，當發現由任何原因（包括但不限於偽造、詐騙、缺乏授權或疏忽）所引致的任何錯誤，不一致，未獲授權的交易或項目時（「錯誤」），本人（等）會立即通知銀行。
- 本人（等）同意在網上月結單上所顯示的資料和細節對銀行與本人（等）而言是不可推翻的證據，且對本人（等）具有約束力。除非本人（等）已在銀行就任何特定網上月結單所不時指明的期限內以書面形式通知銀行任何相關錯誤，否則本人（等）即被視作同意放棄任何提出異議或對銀行追求任何補救的權利。
- 當網上月結單可在網上理財服務中提供時，此網上月結單只會被存放至最多7年（惟（i）定期存款通知書；（ii）匯款通知書；（iii）證券綜合買賣紀錄及日結單；（iv）公司公告；及（v）其他不時由銀行指定，並列載於銀行的網站 www.dahsing.com/eadvice 的網上月結單，將被存放90天），此後，它將會從銀行的系統中刪除。本人（等）有責任立即檢閱及審查網上月結單並在該等網上月結單從銀行的系統中刪除前下載和保存該等網上月結單電子副本於本人（等）的電腦或其他設備或打印網上月結單的印本作將來參考之用。

保安

- 本人（等）同意並承諾本人（等）會在任何時間穩妥保存及保密電郵地址及網上理財服務的登入密碼，並不會將該等密碼披露或不會准許其被披露予任何未獲授權人士（包括銀行職員）。
- 本人（等）確認本人（等）經評估及分析後，本人（等）已了解、確認並接受向本人（等）發送網上月結單到電郵地址可能涉及的一切風險，包括但不限於網上月結單被攔截、監視、修改、竄改或未經本人（等）授權而向他人發送或披露。
- 本人（等）承諾如任何電子郵件、網上月結單、互聯網超連結或網上理財戶口出現不尋常情況，本人（等）會立即通知銀行（透過銀行客戶服務熱線2828 8168或親臨任何一間銀行分行）。本人（等）亦承諾如有任何事宜可能影響銀行提供或本人（等）使用網上月結單服務，包括但不限於本人（等）知道或懷疑有人知道電郵地址密碼或網上理財戶口登入密碼或未經授權擅自接達電郵地址、網上理財戶口、網上月結單或本人（等）用以接收網上月結單的任何設備或電郵地址或其他聯絡資料已經或將會更改，或本人（等）的設備或互聯網服務已經或將會暫停、到期、中斷連接或終止，本人（等）會盡快通知銀行。

責任

- 本人（等）同意銀行毋須就因本人（等）使用網上月結單服務所導致的任何損失、損害或支出（包括但不限於本人（等）的數據或設備的任何損失或損害）而承擔任何責任或以其他方式負責，除非該等損失、損害或支出完全是由銀行的疏忽或故意失責所直接引起。
- 銀行、銀行任何關聯公司或銀行指定提供網上月結單服務的任何電訊公司（如有）均不會對未能或延遲提供網上月結單服務或網上月結單中任何錯誤或故障負責或承擔責任，除非以上種種乃由銀行、銀行任何關聯公司或前述任何電訊公司的疏忽或故意失責所造成。特別是，銀行、銀行任何關聯公司或前述任何電訊公司均不會對任何非銀行、銀行任何關聯公司或前述任何電訊公司所能合理控制的成因（包括但不限於設備因任何原因未能接收網上月結單、電訊中斷、機件故障、通道故障、失靈、技術故障、設備或裝置受到干擾或不準確）所導致的後果負責或承擔任何責任。
- 銀行如因向本人（等）提供網上月結單服務及/或本人（等）違反本章則及條款而招致或遭受的一切損失、損害、成本、責任、費用或支出（包括法律及其他專業顧問費用），本人同意賠償及彌償銀行。

其他

- 本人（等）明白並同意網上月結單服務屬於網上理財服務的一部份，當本人（等）終止網上理財服務後，網上月結單服務亦會自動被終止。
- 本人（等）明白並同意本人（等）可在任何時間前往任何銀行分行取消或中止網上月結單服務（透過取消或中止網上理財服務）。本人（等）明白並同意如本人（等）未能於取消或中止網上理財服務之7日前透過網上理財服務登記恢復收取紙張月結單，則本人（等）可能未能收取任何月結單（不論是網上月結單或紙張月結單）。
- 本人（等）同意網上月結單服務的使用須受任何監管機構或政府機構不時發出的任何適用法律、規例、守則、指引或通告所約束。本人（等）明白銀行有權在給予合理通知的情況下不時徵收有關網上月結單服務的費用和收費。本人（等）同意支付任何該等費用和收費。
- 本人（等）明白並同意銀行可不時酌情決定暫停、修改、撤銷、取消或終止網上月結單服務，而毋須給予任何理由或事前通知。在不影響前述的一般性的情況下，本人（等）明白並同意銀行可（但無義務）在以下的情況毋須給本人（等）事先通知立即終止本人（等）的網上月結單服務：- (i) 本人（等）未能向銀行提供有效且最新的電郵地址；或 (ii) 銀行在沒有違約的情況下未能把（上述第6條提到的）提示訊息及/或網上月結單發送到電郵地址。
- 本人（等）明白並同意銀行可不時酌情決定（以銀行認為合適的方式）透過給予本人（等）合理通知修改本章則及條款。
- 本人（等）明白並同意本章則及條款乃附加於並且不影響適用於本人（等）於銀行開設及由銀行指定的戶口的銀行章則及條款。如本章則及條款與該等章則及條款有任何歧異或衝突，須以本章則及條款為準。
- 本章則及條款須受香港法律管轄並按其詮釋。
- 本章則及條款的中文版本僅供參考之用。如本章則及條款的英文及中文版本有任何歧異或衝突之處，一概以英文版本為準。

大新銀行有限公司

2021年12月

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.