

These Terms and Conditions are a set of Specific Terms and Conditions referred to in the General Terms and Conditions which I/We have agreed to be bound by. I/We may from time to time use the eStatement and eAdvice Service (the “Service”) supplied by China CITIC Bank International Limited (the “Bank”), and agree that the Service will be subject to these Terms and Conditions, the General Terms and Conditions, Terms and Conditions for i-banking Service and such other terms as may be agreed between me/us and the Bank in relation thereto. I/We can review the most current version of these Terms and Conditions, the General Terms and Conditions, Terms and Conditions for i-banking Service at any time on the website of the Bank at [www.cncbinternational.com](http://www.cncbinternational.com).

## 1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following words and expressions shall have the following meanings:

- (a) **“Account”** means an account maintained by me/us with the Bank;
- (b) **“Advice”** means any advice, report, confirmation, receipt, record, acknowledgement, notice, message or communication issued or made available by the Bank from time to time in paper form in relation to any Account, service or product offered by the Bank, and excludes a Statement;
- (c) **“eAdvice”** means an Advice issued or made available by the Bank from time to time in electronic form under the Service;
- (d) **“eCorrespondence”** means an eStatement or an eAdvice (or both).
- (e) **“eStatement”** means a Statement issued or made available by the Bank from time to time in electronic form under the Service;
- (f) **“Hong Kong”** means the Hong Kong Special Administrative Regions of the People’s Republic of China;
- (g) **“i-banking Service”** means any electronic or internet banking services from time to time supplied by the Bank, which enable me/us to give instructions to the Bank and/or obtain information from the Bank through internet at such website or portal as designated by the Bank from time to time or through such other means as the Bank may from time to time prescribe;
- (h) **“Service”** means the eStatement and eAdvice service which the Bank may provide pursuant to these Terms and Conditions;
- (i) **“Statement”** means any statement issued or made available by the Bank from time to time in paper form in relation to my/our Account, service or product offered by the Bank and excludes an Advice; and
- (j) **“Telecommunications Equipment”** includes mobile telephones, laptop computers, desktop personal computers, pocket personal computers, personal digital assistants and any other electronic media or equipment.

## 2. Scopes of the Service

- 2.1 I/We should have an i-banking Service with the Bank. I/We may use the Telecommunications Equipment, telecommunications service provider and computer software that is capable of receiving and reading the eCorrespondence, as accepted by the Bank from time to time.
- 2.2 The eCorrespondence will be provided to me/us by placing it in my/our i-banking Service as determined by the Bank from time to time.
- 2.3 Where an eCorrespondence is placed in my/our i-banking Service, the Bank has no obligation but may notify me/us that the latest eCorrespondence has been made

available by sending a message to my/our mobile of one number or email address (or both) on the record. I/We should ensure the email address and mobile phone number on the Bank's record are at all times valid, up-to-date and capable of receiving the eCorrespondence and any other messages from the Bank.

- 2.4 Upon successful subscription to this Service, I/We understand and agree that the Bank will no longer provide the corresponding Statement or Advice in paper form. At my/our request, the Bank may at its discretion but not obliged to provide the corresponding Statement or Advice in paper form. The Bank has the right to charge a fee for providing the corresponding Statement or Advice to me/us.
- 2.5 I/We agree to review and check my/our i-banking Service for eCorrespondence regularly and/or upon receiving the message notifying me/us the availability of eCorrespondence in my/our i-banking Services. I/We will advise the Bank promptly of any error, omission, discrepancy, unauthorized debit or irregularity in the entries or transactions shown in each eCorrespondence, whether caused by forged signature or other forgery, fraud, lack of authority or negligence of any person. I/We should notify the above error, omission, discrepancy, unauthorized debit or irregularity within 60 days (where the eStatement is a credit card eStatement) or within 90 days for all other eStatements. I/We understand if the Bank does not receive any such notice within the specified period, the eCorrespondence will be considered as correct, conclusive and binding.
- 2.6 I/We understand that an eCorrespondence placed in my/our i-banking Service will only be available for a limited period as determined by the Bank from time to time. The Bank will periodically remove past eCorrespondence from my/our i-banking Service even if I/We have not reviewed, accessed or saved them. I/We confirm that I/We will save the eCorrespondence in my/our own computer storage or print a hard copy of the eCorrespondence for future reference.
- 2.7 I/We understand that an eCorrespondence placed in my/our i-banking Service will be considered as having been delivered to me/us at the time it is placed in my/our i-banking Service according to the Bank's record.
- 2.8 I/We confirm that all information provided to the Bank for the purpose of or in connection with the Service is complete, accurate and up-to-date at all relevant times. I/We agree to notify the Bank promptly of any change in the information.
- 2.9 Where an Account is in the name of two or more persons, by using the Service, any of those persons may access the Service singly even if I/We have specified to the Bank a different signing arrangement for the Account, and each of us will be bound by these Terms and Conditions.
- 2.10 The Bank from time to time is entitled to modify, expand or reduce the scope and features of the Services with or without notice to me/us. In particular, the Bank may from time to time determine, add to or delete from the Service the types of Advices and Statement which will be offered as eAdvices or eStatements, and the manner in which such eCorrespondence will be provided.

### **3. Security**

- 3.1 I/We understand and accept all possible risks involved in how the Service is provided. Such risks may include that eCorrespondence may be intercepted, monitored, amended, tampered with or disclosed to other parties without my/our authorization.
- 3.2 I/We are responsible for the security of my/our Telecommunications Equipment. I/We must take all reasonable precautions to prevent anyone else from accessing any confidential information including the eCorrespondence sent to my/our Telecommunications Equipment.
- 3.3 I/We should never provide my/our account or personal data on screen following a website address or hyperlink from an eCorrespondence. All website addresses and hyperlinks authorized by the Bank are for my/our information only and the Bank will not require me/us to provide data in that manner.
- 3.4 I/We should check the email address or website address of the sender of the eCorrespondence to ensure that the eCorrespondence is genuine and sent by the Bank.
- 3.5 I/We must notify the Bank promptly and in such manner as the Bank may accept from time to time if I/We fail to receive the message as mentioned in section 2.3; fail to receive, access or view any eCorrespondence; or there is any delay in or any other problem with the receiving, accessing or viewing any eCorrespondence from the Bank.

#### **4. Limitation of Liability and Indemnification**

- 4.1 The Bank is not liable for loss, damage or expense of any kind which I/We may incur or suffer arising from or in connection with the following: (a) any failure or delay in providing the eCorrespondence for any reason (including as a result of failure or error of any computer or electronic system or equipment); (b) any error or omission in the eCorrespondence; (c) any disclosure of confidential information; (d) any loss or damage to my/our data, software, telecommunication equipment or other equipment arising from or in connection with my/our use of the Service; and (e) any suspension or termination of the Service under any other circumstances.
- 4.2 The Bank is not liable for any loss, costs or damage of any kind incurred or suffered by me/us as a result of any interruption, delay or failure (whether total or partial) in providing the Service to me/us to the extent that it is attributable to any cause or circumstance that is beyond its reasonable control or the reasonable control of its agents or nominees (other than any such acts or omissions amounting to negligence or willful misconduct on the part of the Bank).
- 4.3 I/We acknowledge there are certain security, corruption, transmission error and access availability risks associated with using the Service and I/we expressly assume such risks. The Bank makes no warranty or representation as to the foregoing.
- 4.4 The Bank shall at all times be indemnified, reimbursed and held harmless by me/us from and against any and all claims, demands, causes of actions, liabilities, losses, damages, costs and expense which may at any time be imposed upon, incurred or suffered by, or asserted against the Bank in connection with any acts, omissions or circumstances arising out of or relating to these Terms and Conditions, or any breach by me/us of these Terms and Conditions, or any other matter or transaction contemplated by these Terms

and Conditions (other than any such acts or omissions amounting to negligence or willful misconduct on the part of the Bank)

- 4.5 The Bank does not warrant or represent that the eCorrespondence provided through i-banking Service is accurate, sufficient, up-to-date or error free. Some of the eCorrespondence available through i-banking Service may be identified on the screens or in any user guide in respect of any electronic media as subject to a disclaimer or other provisions. If I/We rely on that eCorrespondence, I/We do so subject to the disclaimer or those provisions.

## **5. Suspension or Termination of Service**

- 5.1 The Bank reserves the right at any time and from time to time to modify, suspend or discontinue, temporarily or permanently, the Service (or any part thereof) for any reason without notice. In particular, the Bank will terminate the Services upon termination of the iBanking Services by me/us.
- 5.2 Suspension or termination by me/us of the Service shall be effective only after written notice of such suspension or termination has been given to the Bank and the Bank has a reasonable opportunity to act upon the notice.
- 5.3 Either party may terminate the Service any time by giving a thirty (30) days prior written notification the Bank may terminate the Service without any notice on the grounds that if I/we breach any of my/our obligations under these Terms and Conditions.
- 5.4 Any suspension or termination of the Service does not affect the liabilities and rights between the Bank and me/us respectively before the date of suspension or termination.

## **6. Fees and Costs**

- 6.1 I/We agree to pay such charges (if any) for the provision of the Service, as the Bank shall advise me/us from time to time.
- 6.2 The Bank may vary its charges and the frequency and dates of payment of such charges on giving me/us not less than thirty (30) days notice.
- 6.3 I/We authorize the Bank to debit any of my/our accounts with any charges, if any, for the provisions of this Service.

## **7. Miscellaneous**

- 7.1 The Bank at any time has the right to amend or vary any provisions of these Terms and Conditions (including any fees and charges) by giving prior written notice to me/us in accordance with the requirements of applicable codes and guidelines. I/We will be bound by a variation unless the Bank has received notice to terminate the Service with effect before the date on which that variation takes effect.
- 7.2 No act, omission or delay by the Bank shall be a waiver of the Bank's right or remedy under these Terms and Conditions unless otherwise agreed in writing by the Bank.

## **8 Rights of Third Party**

- 8.1 Except as otherwise expressly stated in these Terms and Conditions, no one other than a party to these Terms and Conditions may enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance, Cap. 623 of the Laws of Hong Kong. Where any clause of these Terms and Conditions entitles any third party to enforce any term of these Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance, the parties reserve the right to vary that term or any other term of these Terms and Conditions without the consent of that third party.

**9. Law and Jurisdiction**

- 9.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

**10. Governing Version**

- 10.1 The English version of these Terms and Conditions shall prevail wherever there is a discrepancy between the English and the Chinese versions.