

# eStatement Service Subscription / Maintenance Form (applicable to Standard Chartered Online Personal Clients Only)

## 電子月結單服務申請 / 更改表格 (渣打網上理財個人客戶適用)

Please complete this form and mail to Standard Chartered Bank (Hong Kong) Limited at PO Box 68645, KLN East Post Office or submit to any Standard Chartered branches.  
請填妥表格及寄回東九龍郵政信箱68645號渣打銀行(香港)有限公司或交回任何渣打分行。



Client Name (English) / 客戶姓名(英文) \_\_\_\_\_ HKID / Passport No. / 香港身份證/護照號碼 \_\_\_\_\_ Date / 日期 \_\_\_\_\_

### E-mail Address 電郵地址 (mandatory 必須填寫)

The e-mail address provided will be registered in our record and will supersede any previous records.  
此電郵地址將被更新在本行的紀錄。

### Choices of Service 服務選擇

I/We would like to subscribe for the eStatements Service, and suppress the delivery of paper statements for **ALL** my/our statements, including Consolidated Statement, Credit Card Statement(s) (except Shop'n Gain Credit Card and designated MasterCard (card number starting with 5488)), Current/Savings account Statement(s), Standard Chartered Revolving Cash Card Statement(s) AND Manhattan Revolving Personal Loan Statement(s) (where applicable) EXCEPT the following account(s):

本人/吾等選擇申請電子月結單服務並取消紙張月結單。如非列明如下，電子月結單服務適用於**所有**本人/吾等之綜合月結單、信用卡月結單(倍多紛信用卡、指定之萬事達卡(首4個信用卡號碼為5488)除外)、支票/儲蓄戶口月結單、渣打「循環貸款卡」月結單及Manhattan「循環錢」月結單(如適用):

A/C No.: \_\_\_\_\_ (please fill in where applicable)  
戶口號碼: \_\_\_\_\_ (如適用請填上)

Upon successful subscription, you shall receive an e-mail confirmation. The checking of your eStatements can ONLY be accessed via Standard Chartered Online Banking, which you need to apply prior to your signing up of this service. You can retrieve eStatements up to the next twelve (12) monthly statement cycles at any point of checking after activation. You are reminded to check Standard Chartered Online Banking on a regular basis for your monthly statements issued.

當成功申請及備妥電子月結單後，您將會收到一個電郵通知。您必需透過渣打網上理財方可瀏覽電子月結單，請確保您於登記電子月結單服務前已成功申請渣打網上理財。當服務啟動後，您便可擷取長達12個月的月結單。建議您需定時透過渣打網上理財查閱電子月結單。

I/We would like to cancel my/our eStatement service and retain the delivery of paper statements.  
本人/吾等選擇取消電子月結單服務並保留紙張月結單。

### Acknowledgement 確認

I/We acknowledge that the Client Terms and the applicable documents referred to in Part A of the Client Terms (including the Terms and Conditions for e-Statement Service and any other prevailing terms and conditions, "our banking agreement") have been made available to me/us, and I/we have read and understood our banking agreement and I/we agree to be bound by them.

本人/吾等承認貴行已向本人/吾等提供客戶條款及當中A部所述的相關文件(包括電子月結單服務條款及細則及其他適用的條款及細則,「銀行協議」)及本人/吾等已細閱和理解銀行協議,並且同意受其約束。

I/We acknowledge receipt of and have read and agreed with the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data ("Notice"). I/We further agree that all information provided by me/us in this application form and such personal data relating to an individual collected by the Bank from time to time may be used and disclosed for such purposes and to such persons (whether the recipient is located in Hong Kong or another country, or in a country that does not offer the same level of data protection as Hong Kong) in accordance with the Bank's policies on use and disclosure of personal data as set out in the Notice, which may be subject to changes from time to time.

本人/吾等確認收悉並已閱讀「關於《個人資料(私隱)條例》及《個人信貸資料實務守則》致客戶及其他個別人士的通知」(「通知」)並同意通知的內容。本人/吾等進一步同意所有本人/吾等於本申請表內提供的資料以及貴行不時收集的有關個別人士的個人資料,均可根據貴行列於通知內有關個人資料使用及披露的政策,就有關用途及向有關人士(不論有關接收人士是處於香港或其他地方,或不論當地的個人資料保護程度是否與香港相若)使用及披露。

### Direct Marketing 直接促銷

The Bank would not use your personal data for direct marketing without your consent.  
未經閣下同意,本行不會將閣下的個人資料用於直接促銷。

Please check ("✓") the relevant box(es) below if you do **not** consent the Bank to use your data for direct marketing as set out in the Bank's "Notice to customers and other individuals relating to the Personal Data (Privacy) Ordinance ("Ordinance") and the Code of Practice on Consumer Credit Data", through any of the following channel(s):-

如閣下**不同意**本行透過以下任何途徑將閣下之資料用於本行「關於《個人資料(私隱)條例》(「條例」)及《個人信貸資料實務守則》致客戶及其他個別人士的通知」中載列之直接促銷,請於下列相關方格內填上(「✓」)號:

Email 電郵

For channel not opted-out, your signing or submission of this document gives consent to the Bank to so use your data as noted above.  
對於未選為不接收的途徑,閣下簽署或提交本文件即表明閣下同意本行以上述方式使用閣下之資料。

Once processed, you authorise the Bank to replace all your previous selections regarding direct marketing.  
一旦得到處理,閣下即授權本行替換閣下先前對直接促銷的一切選擇。

Please use authorized signature(s) filed with the bank.  
請用留存於本行之正式簽署。

Signature of Client  
客戶簽署

#Joint Account Holder / Co-Borrower must sign  
聯名戶口持有人/聯名申請人必須簽署

#Note: For Consolidated Statement including joint name account with all-to-sign arrangement or joint name mortgage account, or for statement of joint name Current/Savings Account with all-to sign arrangement, Joint Account Holder/Co-Borrower must sign.

#註: 如閣下之綜合月結單包括須全體簽署之聯名戶口或聯名樓宇貸款戶口,或閣下之戶口月結單屬於須全體簽署之聯名支票/儲蓄戶口,聯名戶口持有人或聯名申請人必須簽署。

### For Bank Use Only 銀行專用

Signature Verified by:

Signing No. ( )

### Branch Only

Br Code:

PSID:

**TERMS AND CONDITIONS FOR E-STATEMENT SERVICE**

Please read through carefully before using the eStatement Service.

These terms and conditions (a) set out the rights and obligations of you, the Client, and us, the Bank, in connection with your use of the eStatement Service; and (b) are in addition and without prejudice to the terms and conditions that are applicable to the Eligible Accounts. In the event of conflict, these terms and conditions shall prevail over the terms and conditions governing your use of the Eligible Accounts.

All the terms and conditions herein are legally binding.

**1. Use of the eStatement Service**

- 1.1 In order to be eligible for using the eStatement Service, you must (a) be the holder of the Eligible Account or a person authorized to operate the Eligible Account (as the case may be); and (b) be registered with us to use the eStatement Service by returning to us the duly completed eStatement Service subscription form or by such other means as required or accepted by the Bank from time to time and taking all necessary steps that we may advise you to complete the registration process.
- 1.2 Upon your registration of the eStatement Service and verification and acceptance by the Bank, eStatements shall, be accessible by you for viewing, printing and downloading through Standard Chartered Online Banking provided that you are registered to use the Standard Chartered Online Banking. We will no longer send you printed statements by post save for certain Eligible Accounts which the Bank is required to provide as printed statements.
- 1.3 eStatements are accessible through Standard Chartered Online Banking and you must observe at all times the "Client Terms" when using the eStatement Service, a copy of which has already been provided to you and a copy will be made available to you upon request. The Bank will only send you an electronic mail alert to the Designated Electronic Mail Account when the eStatement is available for access, view, print and download. You are advised to check the Designated Electronic Mail Account regularly.
- 1.4 You agree that your use, access and/or operation of the eStatement Service will constitute your agreement to and acceptance of these terms and conditions as well as your acknowledgement of the inherent risks in accessing, viewing, printing and downloading eStatements over the Internet.
- 1.5 By agreeing to be bound by these terms and conditions, you agree that the eStatement Service will be made available to you on Eligible Accounts that you have with us as indicated on the eStatement Service subscription form or upon registration for eStatement Service by such other means and if instructed other Eligible Accounts that you may have with us in the future.
- 1.6 You agree that you are solely responsible for (a) ensuring that Your System is capable of receiving, viewing, printing and downloading eStatements and (b) checking the Designated Electronic Mail Account and/or Standard Chartered Online Banking for eStatements and/or electronic mails in relation to your use of the eStatement Service.

**2. Client's Responsibilities for Security**

- 2.1 You acknowledge that electronic mails sent by us are not encrypted; and the use of and transmission of information via electronic mail and/or the Internet cannot be guaranteed to be secure; and information transmitted may be susceptible to errors, Viruses, delay, interception, modification or amendment by unauthorised persons. You therefore agree to take all reasonably practicable measures to ensure that Your System is adequately secure and adopt and maintain the security procedures stipulated by the Bank from time to time in relation to your use, access and/or operation of the eStatement Service.
- 2.2 You must not allow anyone else to use, access and/or operate the eStatement Service on your behalf.
- 2.3 You must never respond to a request purportedly from us to provide your account, security details or Personal Data by electronic mail as the Bank will never make such a request. For the avoidance of doubt, all website hyperlinks authorized by the Bank will be for information only and will not require the inputting of your account or security details or Personal Data. You should inform the Bank as soon as possible if any electronic mail or website hyperlink appears to be irregular.
- 2.4 You must not leave Your System unattended while you are on-line or accessing the eStatement Service.
- 2.5 When using, accessing and/or operating the eStatement Service, you must ensure that Your System is not connected to a local area network (or LAN) (such as an office environment) without first making sure that no one else is able to observe or copy, trace or track your access or obtain access to the eStatement Service on your behalf.
- 2.6 You are required to keep all login IDs and/or passwords which you use for the eStatement Service secret at all times (including without limitation those for accessing the Designated Electronic Mail Account and/or the Tele-Electronic Banking Services). We shall not be liable for any loss and/or damage you sustain by reason of any unauthorised access to your eStatements.
- 2.7 You are also required to check all eStatements for any unauthorised transactions. If you become aware of any unauthorised transaction on any of the eStatements, you shall notify the Bank as soon as reasonably practicable, but in any event no later than the stipulated applicable time period specified in the relevant eStatement for purposes of raising any query that you may have in connection with the eStatement. For the avoidance of doubt, any applicable time periods within which you must notify us of any unauthorized transaction(s) shall begin on the statement date printed on the relevant eStatement regardless of when you access or open the eStatement.
- 2.8 You are required to inform the Bank as soon as practicable upon any change in the Designated Electronic Mail Account.
- 2.9 You are advised to save an electronic copy of any eStatement that is made available on Standard Chartered Online Banking from time to time in Your System or your computer device or print a hard copy for future reference.

**3. The Bank's Liability for Your Loss or Damage**

- 3.1 In connection with our provision of the eStatement Service, we will take reasonably practicable steps to ensure that our systems are installed with adequate security designs; to control and manage the risks in operating the systems; and to take into account any laws, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to us from time to time.
- 3.2 To the extent permitted by the laws of Hong Kong, we disclaim any implied representation or warranty (a) as to the title, fitness for a particular purpose, merchantability, accuracy, completeness or standard of quality of the eStatement Service; and (b) that the eStatement Service or your use thereof will be uninterrupted, error-free, virus-free, or reliable. Notwithstanding the foregoing, nothing in this Clause seeks to avoid liability for fraudulent misrepresentation.
- 3.3 To the extent permitted by the laws of Hong Kong, we will not be liable for any loss and damage to you as a result of making available to you the eStatement Service (including without limitation any indirect, consequential or special loss or damage) even if the Bank shall have been advised of the same unless such loss or damage is directly caused by our negligence or our wilful default. Examples of circumstances in which we will not be liable to you for loss or damage resulting to you through the use of the eStatement Service include (but are not limited to):
  - 3.3.1 any incompatibility between Your System and the eStatement Service for purposes of using, accessing and/or operating the eStatement Service; and
  - 3.3.2 any misuse of Your System by you or anyone else; and
  - 3.3.3 any damage to or loss of data from any computer system (including without limitation Your System) or device with which you use, access and/or operate the eStatement Service suffered by you arising from your use of the eStatement Service; and
  - 3.3.4 any access to information about you, the Eligible Accounts and/or eStatements which is obtained by a third party as a result of your using the eStatement Service; and
  - 3.3.5 any machine, system or communications breakdown, interruption, malfunction or failure; industrial dispute; failure or fault of any Internet or electronic mail service providers, telecommunications or any other service providers or operators, or their respective agents and subcontractors; or other circumstances that are beyond our control which leads to the delay in the delivery of the eStatements or delay in the delivery of any information and/or data made available under the eStatement Service, or disruption or suspension of the eStatement Service (whether partially or wholly), or to the non-receipt, interception of or unauthorised access to the eStatements or any information and/or data made available under the eStatement Service; and
  - 3.3.6 any delay or failure to send, transmit, receive, confirm or acknowledge any electronic mail, SMS messages, security codes, passwords, or anything available under the eStatement Service, or any error or incompleteness of any information or data available under the eStatement Service; and

- 3.3.7 for any errors, Viruses, delay, inaccuracy, losses, damages whatsoever arising from or in connection with your use of the eStatement Service (including but not limited to any interception, modification or amendment, disruption, interruption, delay or inaccuracy of emails or Internet transmission or other communication equipment or facilities); and
- 3.3.8 any services through which you access the eStatement Service or by which you obtain a password or other security codes that are not controlled by us, or for any loss you may suffer as a result of you using such a service.
- 3.4 Nothing contained in this Clause 3 shall restrict the Bank's liability for death or personal injury resulting from any act, omission or negligence of the Bank or its officers, agents, employees or sub-contractors.
- 4. Your Liability towards the Bank**
- 4.1 You shall compensate and indemnify us for all losses, damages, costs or expenses (including legal and other professional advisors' fees) which are of reasonable amount and reasonably incurred by us in connection with your breach and/or our enforcement against you of these terms and conditions.
- 4.2 You will indemnify us and keep us indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on an indemnity basis) which are of reasonable amount whatsoever and howsoever caused (save and except any direct loss or damages caused by negligence or misconduct on the part of us) that may arise to be reasonably incurred by us in providing the eStatement Service to you, whether or not arising from or in connection with and including but not limited to (a) your improper use of the eStatement Service; and (b) any damage to Your System (or other computer hardware, devices, facilities or software) as a result of accessing and/or using the eStatement Service.
- 5. Termination of eStatement Service**
- 5.1 The Bank may, without any liability and disclosing any reason, suspend or terminate the eStatement Service rendered to you at its sole discretion forthwith upon giving you a written notice including without limitation by electronic mail to the Designated Electronic Mail Account.
- 5.2 You may suspend or terminate the eStatement Service at any time by completing a form designated by us or by such other means as accepted or required by the Bank from time to time.
- 5.3 Any termination or suspension of the eStatement Service is without prejudice to and shall not affect the liabilities and rights which have accrued between you and the Bank prior to the date of suspension or termination.
- 5.4 All indemnities, restrictions and obligations on your part contained in these terms and conditions shall survive termination of the eStatement Service.
- 6. Amendment**
- 6.1 The Bank reserves the right to amend, add or delete at any time these terms and conditions as well as the scope or features of the eStatement Service by giving reasonable prior notice in writing to you and such notice may be made in such manner and by such means of communication as the Bank shall deem fit, including, without limitation, use of direct mailing material, advertisement, website display or electronic communications such as electronic mail. You acknowledge and agree that you shall observe and comply with any such amendment, addition and/or deletion when using, accessing and/or operating the eStatement Service.
- 7. Personal Data**
- 7.1 The Personal Data collected by us in connection with the provision of the eStatement Service to you will be used by us for the purpose of performing our obligations under these terms and conditions and other purposes arising out of and in connection with our provision of the eStatement Service. You agree that all Personal Data relating to a person collected by the Bank from time to time may be used and disclosed for such purposes and to such persons (whether the recipient is located in Hong Kong or another country, or in a country that does not offer the same level of data protection in Hong Kong) in accordance with the Bank's policies on use and disclosure of personal data. Such policies are set out in statements, circulars, terms and conditions or notices made available by the Bank to you from time to time. The collected data may be (i) used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance), and (ii) disclosed (by way of bank references or otherwise) to any financial institution with which you have or propose to have dealings to enable such financial institution to conduct credit checks on you.
- 8. Communication**
- 8.1 Electronic mail is not a completely reliable or secure method of communication and you must not use it for sending us notices in connection with these terms and conditions as well as any other communication that is in its nature sensitive or confidential.
- 8.2 Unless otherwise provided for herein, if we need to send you a notice, we will use the address you have given us most recently in connection with your bank accounts.
- 9. Validity of these Terms and Conditions**
- 9.1 Any part of these terms and conditions which is invalid for any reason in any jurisdiction shall be ineffective only to the extent of such invalidity, and shall not affect the validity of the remaining provisions hereof or the validity of such provision in any other jurisdiction.
- 9.2 If any term of these terms and conditions is unenforceable against any Client, such non-enforceability shall not in any way affect the enforceability of that term against other Clients.
- 10. Waiver**
- 10.1 No forbearance, neglect or waiver by the Bank in the enforcement of any of these terms and conditions shall prejudice its rights thereafter to strictly enforce the same. A single exercise or partial exercise of any power or right by the Bank does not preclude further exercises of that power or right or the exercise of any other power or right.
- 11. Language**
- 11.1 These terms and conditions are available in both English and Chinese versions. The English version shall prevail in the event of any discrepancy between the two versions.
- 12. Governing Law and Jurisdiction**
- 12.1 These terms and conditions are governed by the laws of Hong Kong. The parties agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.
- 13. Definitions**
- 13.1 In these terms and conditions, the following words and phrases shall, unless the context otherwise requires, have the following meanings:
- "Bank" / "we" / "us" / "our"** means Standard Chartered Bank (Hong Kong) Limited and all other entities in the Standard Chartered Bank group in respect of which the eStatement Service will be available;
- "Client" / "you" / "your"** means any client of the Bank who has applied for subscription to the eStatement Service and whose application has been accepted by the Bank;
- "Designated Electronic Mail Account"** means the electronic mail account specified by you on the eStatement Service subscription form or upon registration for eStatement Service by such other means and in the absence of such details, any electronic mail account you provided in connection with your use of the Bank's services, or such other electronic mail account which you may designate to the Bank from time to time for purposes of receiving electronic mails in relation to your use of the eStatement Service, as the case may be;
- "Eligible Account(s)"** means the credit card account(s) held by the Client with the Bank and/or any other applicable accounts, including but not limited to savings, current, fixed deposit, loan or other accounts as determined by the Bank to be eligible for the eStatement Service;
- "eStatement"** means the Bank's Consolidated Statements, Savings / Current Account Statements, Credit Card Statements and/or any other statement as determined by the Bank to be included from time to time showing the information in respect of the Eligible Accounts, or any similar documentation provided to the Client via electronic means;
- "eStatement Service"** means the service to be provided by the Bank to the Client in accordance with these terms and conditions where eStatements may be accessed by the Client through the Bank's website;
- "Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China;
- "Personal Data"** refers to personal data as defined in the Personal Data (Privacy) Ordinance, Cap. 486 of the Laws of Hong Kong;
- "Standard Chartered Online Banking"** means the website and/or the internet platform for the provision of the Bank's general online banking services;
- "Viruses"** means computer viruses or similar device or software including, without limitation, devices commonly known as software bombs, Trojan horses and worms; and
- "Your System"** means the equipment or device and software programs that are contained on such equipment or device used by you to use, access and/or operate the eStatement Service.





## 電子月結單服務條款及細則

請在使用電子月結單服務之前仔細閱讀本條款及細則。

本條款及細則(a)載明貴客戶與本行就閣下使用電子月結單服務各自的權利及責任；及 (b)附加於並且不損害適用於合資格戶口的條款及細則。如本條款及細則與閣下使用合資格戶口的條款及細則有任何歧異，須以本條款及細則為準。

本文列明的所有條款及細則均具有法律約束力。

### 1. 使用電子月結單服務

- 1.1 若要使用電子月結單服務，閣下必須(a)是合資格戶口的持有人或獲授權運作合資格戶口的人士(以適用者為準)；及(b)向本行交還正式填妥的電子月結單服務申請表或以本行不時規定或接受的其他方式，在本行登記使用電子月結單服務，及採取本行通知閣下的一切必要的步驟以完成登記手續。
- 1.2 閣下登記使用電子月結單服務並經本行核證及接受後，只要已登記使用渣打網上理財，閣下可透過渣打網上理財瀏覽、打印及下載電子月結單，而且本行將不會再向閣下郵寄已打印的月結單，但就本行須提供已打印月結單的某些合資格戶口除外。
- 1.3 閣下收取電子月結單，在任何時候使用電子月結單服務，都必須遵守「客戶條款」。本行已向閣下提供「客戶條款」，閣下亦可向本行索取。本行將在電子月結單可供查閱、瀏覽、打印及下載時，只向閣下發送電郵提示至指定電郵賬戶。建議閣下需定時查閱指定電郵賬戶。
- 1.4 閣下同意，閣下使用、接入及/或運作電子月結單服務，將構成閣下同意和接受本條款及細則，並且承認知悉在互聯網上查閱、瀏覽、打印及下載電子月結單的固有風險。
- 1.5 閣下同意受本條款及細則約束，即表示閣下同意，本行將就電子月結單服務申請表上所示的合資格戶口或在閣下以其他方式登記使用電子月結單服務後，及按閣下指示就閣下將來在本行開設的其他合資格戶口，向閣下提供電子月結單服務。
- 1.6 閣下同意，閣下須自行負責(a)確保閣下的系統具有接收、瀏覽、打印及下載電子月結單的功能，及(b)在指定電郵賬戶及/或渣打網上理財查閱電子月結單及/或與閣下使用電子月結單服務有關的電子郵件。

### 2. 客戶的保安責任

- 2.1 閣下承認知悉本行發給的電子郵件不會加密，本行不能保證透過電子郵件及/或互聯網使用及傳送資料的安全性，而且所傳送的資料可能出現錯誤、病毒、延誤，或被未經授權人士截取、修改或竄改。因此閣下同意採取一切合理可行的措施確保閣下的系統具有充分的保安功能，並且採用和維持本行就閣下使用、接入及/或運作電子月結單服務不時規定的保安程序。
- 2.2 閣下不得允許任何人代閣下使用、接入及/或運作電子月結單服務。
- 2.3 閣下絕不可對據稱由本行以電子郵件提出的有關提供閣下戶口、保安資料或個人資料的要求作出回覆，因為本行絕不會提出如此要求。為免引起疑問，所有經本行授權的網站超連結只供參考資料用途，並不會要求閣下輸入閣下的戶口或保安資料或個人資料。若任何電子郵件或網站超連結看來並不尋常，閣下應儘快通知本行。
- 2.4 閣下如連線至電子月結單服務或接入電子月結單服務，不得擅自離開閣下的系統使之無人看管。
- 2.5 閣下使用、接入及/或運作電子月結單服務時，必須確保在末首先肯定沒有任何人能查看或複製、追蹤或追尋閣下使用電子月結單服務的紀錄或代閣下接入電子月結單服務之前，閣下的系統不會連接至區域網絡(或LAN)(例如在辦公室內)。
- 2.6 閣下在任何時候均須對閣下用以接入電子月結單服務的所有登入編號及/或密碼(包括但不限於接入指定電郵賬戶及/或電子理財服務的登入編號和密碼)妥為保密。如閣下因他人未經授權查閱閣下的電子月結單而蒙受任何損失及/或損害，本行概不負責。
- 2.7 閣下須查核所有電子月結單是否載列任何未經授權的交易。若閣下發現任何電子月結單列出任何未經授權的交易，必須在合理可行的情況下儘快但無論如何在該電子月結單訂明的就電子月結單提出質詢的指定時限之前通知本行。為免引起疑問，閣下必須就未經授權的交易通知本行的有關時限從有關的電子月結單上印明的月結單日期起計，不論閣下於何時查閱或開啟電子月結單。
- 2.8 任何指定電郵賬戶的更改閣下須儘快通知本行；
- 2.9 建議閣下保存渣打網上理財為閣下提供的任何電子月結單在閣下的系統或電腦內或打印以供將來參考。

### 3. 本行對閣下的損失或損害的責任

- 3.1 本行提供電子月結單服務時，將採取合理可行的措施，確保本行的系統已裝置足夠的保安設備；控制和管理系統運作時的風險；及考慮不時對本行適用的法律、規則、規定、指引、通告、守則及當時的市場慣例。
- 3.2 在香港法例允許的範圍內，本行並未作出與下列各項有關的隱含聲明或保證：(a)電子月結單服務的所有權、適合作某特定用途、適銷性、準確性、完整性或質量標準；及(b)電子月結單服務或閣下對電子月結單服務的使用將不間斷、沒有錯誤、沒有病毒或可靠。無論上文如何規定，本條規定並不擬逃避作出虛假聲明的責任。
- 3.3 在香港法例允許的範圍內，如因本行向閣下提供電子月結單服務導致閣下蒙受任何損失或損害(包括但不限於間接的、後果性的或特別的損失或損害)，本行無須承擔責任，即使本行已獲知該等損失或損害，除非有關損失或損害是因本行疏忽或蓄意失責直接引致。在下列情況(但不限於該等情況)下，本行無須因閣下使用電子月結單服務而蒙受的損失或損害承擔責任：
  - 3.3.1 就使用、接入及/或運作電子月結單服務而言，閣下的系統與電子月結單服務不兼容；及
  - 3.3.2 閣下或他人濫用閣下的系統；及
  - 3.3.3 閣下因使用電子月結單服務導致閣下在使用、接入及/或運作電子月結單服務時所使用的任何電腦系統(包括但不限於閣下的系統)或裝置受損或丟失資料；及
  - 3.3.4 因閣下使用電子月結單服務以致第三者取得有關閣下、合資格戶口及/或電子月結單的資料；及
  - 3.3.5 任何機器、系統或通訊失靈、中斷、故障或失常；工業糾紛；任何互聯網或電郵服務提供者、電訊或任何其他服務提供者或營運者或其各自的代理人及承包商的失責或過失；或本行無法控制的情況，導致電子月結單傳送延誤或電子月結單服務可提供的資料及/或數據傳送延誤，或電子月結單服務(部分或全部)被干擾或暫停，或電子月結單或電子月結單服務可提供的資料及/或數據沒有收到、被截取或未經授權而查閱；及
  - 3.3.6 延遲或並未發出、傳送、收到、確認或承認收到任何電子郵件、短訊、保安密碼或電子月結單服務可提供的任何內容，或電子月結單服務可提供的任何資料或數據錯誤或不完整；及

- 3.3.7 因閣下使用電子月結單服務而引起的或與之有關的任何錯誤、病毒、延誤、不確、損失、損害(包括但不限於電郵或互聯網傳輸或其他通訊設備或設施被截取、修改或竄改、干擾、中斷、延誤或不確)；及
- 3.3.8 閣下使用電子月結單服務或獲取密碼或其他保安密碼所採用的並非由本行控制的任何服務，或閣下由於使用該服務而蒙受的損失。
- 3.4 本第3條所載規定並不限制本行就本行或其高級人員、代理人、僱員或分包商的作為、不作為或疏忽所引起的人身傷亡所須承擔的責任。
- 4. 閣下對本行的責任**
- 4.1 本行因閣下違反本條款及細則及/或本行對閣下執行本條款及細則而合理招致的數額合理的一切損失、損害賠償、費用或支出(包括法律及其他專業顧問費用)，閣下須賠償及彌償本行。
- 4.2 對於本行在向閣下提供電子月結單服務時無論如何合理招致的任何後果、申索、法律程序、損失、損害賠償或支出(包括所有按彌償基準計算的數額合理的法律費用)(但因本行疏忽或不當行為引起的直接損失或損害賠償除外)，不論是否由於下列各項引起或與之有關(包括但不限於)：(a)閣下不當地使用電子月結單服務；及(b)由於接入及/或使用電子月結單服務對閣下的系統(或其他電腦硬件、裝置、設施或軟件)造成損害)，閣下將彌償本行並使本行獲得彌償。
- 5. 電子月結單服務的終止**
- 5.1 本行可酌情決定在向閣下發出書面通知(包括但不限於向指定電郵賬戶發出電子郵件)後立即暫停或終止向閣下提供的電子月結單服務，無須承擔任何責任或披露任何理由。
- 5.2 閣下可填妥本行指定的表格或以本行不時接受或規定的其他方式隨時暫停或終止電子月結單服務。
- 5.3 電子月結單服務的終止或暫停不會損害或影響閣下及本行於服務暫停或終止之日之前已有的責任及權利。
- 5.4 本條款及細則所載的閣下所有彌償保證、限制及責任，在電子月結單服務終止後繼續有效。
- 6. 修訂**
- 6.1 本行保留在向閣下發出合理的事先書面通知後隨時修訂或增刪本條款及細則、電子月結單服務的範圍或特性的權利，而該通知可以本行認為適當的方式及通訊方法作出，包括但不限於使用直接郵遞資料、廣告、網站顯示或電郵等電子通訊。閣下承認和同意，閣下在使用、接入及/或運作電子月結單服務時，須遵守及依循上述修訂及/或增刪。
- 7. 個人資料**
- 7.1 本行就向閣下提供的電子月結單服務所蒐集的個人資料，將由本行用於履行本行根據本條款及細則須履行的責任及用於與本行提供電子月結單服務有關的其他用途。閣下同意，本行不時蒐集有關某人的所有個人資料，可根據本行不時備有供閣下索取之聲明、通函、條款及條件或通知所載有關使用及披露個人資料的政策，用於其中所述用途及向其中所述人士(不論接收人在香港或另一國家，或在資料保障程度不同於香港的國家)披露，且該等資料可(i)供核對程序(定義見《個人資料(私隱)條例》)之用；及(ii)向和閣下已有或打算有交易的任何財務機構(以銀行信用查詢或其他方式)透露，使該等財務機構能對閣下進行信貸調查。
- 8. 通訊**
- 8.1 電子郵件並非完全可靠或穩健的通訊方式，閣下切勿用來發送與本條款及細則有關的通知以及任何其他敏感或機密的通訊。
- 8.2 除非本條款及細則另行規定，如本行需發出通告給閣下，本行將送往閣下最近就閣下的銀行戶口給予本行的地址。
- 9. 本條款及細則的效力**
- 9.1 本條款及細則的任何部分若因任何原因在任何司法管轄區無效，則只在該無效的範圍內屬無效，不應影響本條款及細則其餘條文的效力或該條文在任何其他司法管轄區的效力。
- 9.2 若本條款及細則的任何條款對任何客戶不能執行，不應在任何方面影響該條款對其他客戶的可執行性。
- 10. 放棄權利**
- 10.1 本行寬免、疏於或放棄行使本條款及細則之中任何條款或細則，並不妨礙本行以後嚴格行使該條款或細則的權利。本行單一次行使或部分行使任何權力或權利，並不妨礙本行進一步行使該項權力或權利或行使任何其他權力或權利。
- 11. 文字**
- 11.1 本條款及細則備有中、英文版本。兩種版本如有歧異，須以英文本為準。
- 12. 管轄法律及管轄權**
- 12.1 本條款及細則受香港法律管轄。雙方同意服從香港法院的非專屬管轄權。
- 13. 定義**
- 13.1 除非文意另有所指，在本條款及細則中，下列詞語具有以下涵義：
- 「**本行**」指渣打銀行(香港)有限公司及渣打銀行集團內提供電子月結單服務的所有其他公司；
- 「**客戶**」/「**閣下**」指申請使用電子月結單服務並且已獲本行接納其申請的客戶；
- 「**指定電郵賬戶**」指閣下在電子月結單服務申請表上或在以其他方式登記電子月結單服務後指定的電郵賬戶，如沒有提供上述資料，則為閣下就使用本行的服務提供的任何電子郵件賬戶，或閣下就使用電子月結單服務不時向本行指定的接收電子郵件的其他電子郵件賬戶，以適用者為準；
- 「**合資格戶口**」指客戶在本行持有的信用卡戶口及/或任何其他有關戶口，包括但不限於儲蓄、往來、定期存款、貸款戶口或本行確定為符合使用電子月結單服務資格的其他戶口；
- 「**電子月結單**」指由本行決定不時列入以載明有關合資格戶口資料的本行綜合月結單、儲蓄/往來戶口月結單、信用卡月結單及/或任何其他月結單，或透過電子方式向客戶提供的任何類似文件；
- 「**電子月結單服務**」指本行根據本條款及細則向客戶提供的服務，根據此項服務，客戶可透過本行的網址查閱電子月結單；
- 「**香港**」指中華人民共和國香港特別行政區；
- 「**個人資料**」指香港法例第四百八十六章《個人資料(私隱)條例》界定的個人資料；
- 「**渣打網上理財**」指本行提供一般網上銀行服務的網址及/或互聯網平台；
- 「**病毒**」指電腦病毒或類似的裝置或軟件，包括但不限於常稱為軟件炸彈、木馬病毒及蠕蟲病毒等裝置；及
- 「**閣下的系統**」指閣下使用、接入及/或運作電子月結單服務所用的設備或裝置及其中所載的軟件程式。