

## Terms and conditions for eStatements

In consideration of the Bank agreeing at my request that future statements be sent to me via electronic mail (e-mail) to such e-mail address as in the Bank's record (Designated Email) such other designated e-mail account as may be instructed by me from time to time (collectively known as the "service"), I hereby agree as follows:

- 1) I/we understand that I/we will automatically be subscribed to *eStatements unless advised otherwise*
- 2) I shall agree to the terms and conditions relating to the Service as herein after provided, and I confirm that these shall be in addition to and not in substitution of the Bank's standard terms and conditions governing cards facilities and to the services which shall apply to the Service as if the said terms and conditions were repeated herein. In the event of a conflict between the terms and conditions of this agreement and any other relevant terms and conditions, the terms and conditions of this agreement will prevail to the extent of such conflict. The use of the Service will constitute my agreement to and receipt of these terms and conditions as well as my acknowledgement of the inherent risks in the transmission of eStatement via e-mail.
- 3) The provision of this Service is at the Bank's discretion, and such Service may be modified, suspended, withdrawn, cancelled or discontinued by the Bank at any time. In the event of such modification, suspension, withdrawal, cancellation or discontinuance of the Service, the Bank shall notify me and shall revert to sending the Statements in paper format to my last mailing address appearing on the bank's record. In the case of eStatement via email, the eStatement shall be attached together with the email. Once the Service is provided to me, the Bank will cease to provide me with printed and mailed statements.
- 4) I am the owner and designated user of the Designated Email and shall take all necessary security measures and precaution to ensure that the Designated Email is not accessed by any unauthorized party. I agree and confirm that the Bank does not warrant the timeliness, security, confidentiality or availability in the transmission of the eStatements to the Designated Email.
- 5) I may terminate the Service at any time by completing a designated form and returning it to the Bank. I understand that the Bank will revert to sending me my statements in paper format to the last mailing address appearing on the Bank's record.
- 6) The Bank's system of transmission of the eStatements are proprietary to the Bank and I agree to the non-exclusive sub-licence of the system granted by the Bank to me for my use of the service. I am aware that any unauthorized use of the system by me or through parties (whether authorized or unauthorized by me) may result in civil action being taken against me by the Bank. I shall not (whether by myself or otherwise) re-engineer, modify, disseminate, copy, decompile any software within the system or otherwise owned or provided by the Bank.
- 7) I will be required to check all eStatements for any authorized transactions. If I should be aware of any unauthorized transaction(s) on any of the eStatements, I must notify the Bank as soon as reasonably practicable but in any event not later than the stipulated applicable time period specified in my eStatement. Any applicable time period within which I must notify the Bank of any unauthorized transaction(s) shall begin on the statement date printed on the relevant eStatement regardless of when I access or open the eStatement.
- 8) I am aware that the Bank never makes any request from me to provide my account or security details via email. Where I have requested for eStatement to be sent to me to using a password (the "Access identification"). Such Access Identification will be used by me to access the eStatement. I acknowledge that I am responsible for checking the eStatement for any unauthorized transactions and that if I am aware of any unauthorized transaction(s) on any of the eStatements, I must immediately notify the Bank. I must ensure that the Access Identification is kept strictly confidential at all times to prevent any unauthorized access to the eStatement. If I am aware or If suspect that the Access Identification is known to someone else, I must notify the Bank immediately.
- 9) I agree that from time to time the Bank may advertise its product and services, and those of other companies in the the Bank through the eStatement Service.
- 10) I acknowledge that the Bank will use its best endeavours to ensure the security of the Service. Notwithstanding the foregoing, I agree that the Bank shall not liable in any manner for any disruption, unavailability of the service, communication, electrical or network failure that may result in the eStatemtns being incomplete, unavailable or delayed in transmission. I further acknowledge that the use of and the transmission may be disrupted, interrupted, delayed or incorrect. I shall not hold the Bank responsible for any errors, viruses, delay, inaccuracy, losses, damages whatsoever arising from or in connection with my/our use of the Service (including but not limited to any interception in connection with my/our use of the Service (including but not limited to any interception, modification or amendment, disruption, interruption, delay or inaccuracy of e-mails or internet transmission or other communication equipment or facilities. For the avoidance or doubt, the Bank shall not be responsible for any losses suffered whether direct, indirect, consequential, or special loss, even if the Bank shall have been advised of the same.
- 11) I will not hold the Bank responsible for any consequences that may arise as a result of any online communication between myself and the Bank which may be lost in transmission (whether in whole or in part)
- 12) I acknowledge and agree that the Bank shall have the right to amend any term(s) of this agreement at any time by giving such notice in writing to the customer, whether by mail, facsimile, email notification or otherwise or by placing prominent notices at the Bank's offices or branches and I agree to be bound by the same.
- 13) I/We hereby acknowledge and are aware of the fact that the bank reserves the right to discontinue my eStatement service in case of failure of delivery of my eStaement to my email address by the system. This will be done on the basis of notification of delivery failure by the system.