



Terms and Conditions for eAlert Service

(Effective 26th June 2023)

Once the eAlert Service had been subscribed, the customer will receive SMS notification of executed order via mobile phone, and the customer will be deemed acknowledge and agree the following terms and conditions, and agree to be bound by them.

1. OCBC Bank (Macau) Limited (the "Bank") can register and record the designated mobile phone number (or such other telecommunication equipment) and/or e-mail address and/or other information (if any) of our Stock Trade Customer (the "customer") who had been subscribed to use eAlert Service, in the manner as specified by the Bank from time to time to provide the eAlert Service (the "Service").
2. Through the eAlert Service, the customer will receive the SMS notification via the registered mobile phone after the stock trading transaction is executed.
3. The Bank reserves the right to require the customer to pay fees and charges in connection with providing the Service. The customer shall be responsible for all fees, charges and expenses imposed by the Bank and/or the telecommunication company for the provision of mobile service (including but not limited to the SMS service).
4. The Bank reserves the right for the approval of using the Service at its sole discretion, and has a right to suspend or terminate the Service at any time without giving any notice and reason. In case of any dispute on this service, the Bank's decision should be final.
5. In general, the registered user should be the owner of the registered mobile, otherwise the applicant should get the permission from the registered mobile owner before applied for eAlert Service. The Bank shall not be liable for the information verification and the provision of the Service.
6. The customer shall notify the Bank in writing of any changes in mobile phone number, mobile service provider, or cancellation of mobile service. The customer shall be liable for all loss and/or other responsibility incurred before the Bank received the written notification from the customer.
7. Information received via SMS by the Service is for the customer's reference only, and is not the evidence of its contents. The customer who uses the service will not be granted immunity for the responsibility under the agreement of Stock Trade Service.
8. The Bank may specify, modify, expand, reduce, amend or terminate the scope of the service and the type of telecommunication equipment to be used for the purposes of providing the Service from time to time.
9. The customer authorize the Bank to disclose or acquire the personal and account data or record or the content of SMS to or from the service provider for the purpose of providing and managing the service. The Bank shall not be liable or responsible whether in contract or tort for any disclosure of customer information by such Institution or its employee.
10. The Bank may send the related information and promotional data to the customer via SMS from time to time.
11. The Bank and the telecommunication service provider shall not be liable or responsible for any consequences directly or indirectly arising out of or in connection with:
 - a. failure of eAlert Service and inability to use in whole or in part of eAlert Service due to the delay, non-performance, breakdown of network, or any reasons beyond the control of the Bank or telecommunication company caused by the service failure, mistake or delay.
 - b. any leakage of message or information relating to the customer by any telecommunication company, internet service provider, equipment, device or intermediary through which the instruction or information passes.
 - c. any cost, expense, loss or damage arising from or occasioned by: (i) any such inaccuracy, error, delay or omission of the data, information or message, or (ii) non-performance, or (iii) interruption in any such data, information or message, due either to any negligent act or to any "force majeure" (e.g. flood, extraordinary weather condition, earthquake, fire, war, insurrection, riot, labor dispute, action of government, power failure equipment, software or communication lines' failure or malfunction) or any other cause not within the control of the Bank or telecommunication company.



12. If any provision in this Terms and Conditions shall be held to be illegal or unenforceable in any respect, the validity, legality and enforceability of the other provisions shall remain unaffected or unimpaired.
13. In case of any inconsistency between the English version and the Chinese version of this Terms and Conditions, the Chinese version shall prevail.