



## **Terms and Conditions for eStatement & eAdvice Service**

(Effective July 2023)

### **1. Definition**

- 1.1 "eAdvice" means any advice, report, message, record, confirmation, receipt, acknowledgment, notice or communication in respect of or in relation to one or more account(s) or of the product(s) and service(s) offered by the Bank, as from time to time issued by the Bank in electronic form, other than eStatement.
- 1.2 "eStatement" means any statement, report, message, record, confirmation, receipt, acknowledgment, notice or communication in respect of or in relation to one or more account(s) or of the product(s) and service(s) offered by the Bank, as from time to time issued by the Bank in electronic form.
- 1.3 "eStatement & eAdvice Service" or "Service" means the service provided by the Bank under which eStatement and eAdvice are provided to customers through the Bank's Internet Banking services ("Internet Banking") and other ancillary services in connection therewith, if any.

### **2. Terms of Use**

- 2.1 The use of eStatement & eAdvice Service shall at all times be governed by these Terms and Conditions and the terms and conditions governing the use of OCBC eBanking Services, as may from time to time be amended, supplemented and/or modified by the Bank.
- 2.2 By accessing and using the eStatement & eAdvice Service, you acknowledge that you have read and understood these Terms and Conditions and the terms and conditions governing the use of OCBC eBanking Services, and you agree to be bound by the same and all the amendments, supplements and modification thereto.
- 2.3 These Terms and Conditions are in addition and without prejudice to the other terms and conditions governing your account(s) and your use of other product(s) and service(s) offered by the Bank, which shall continue to apply unless otherwise specified by the Bank. In the event of inconsistency or conflict between these Terms and Conditions and such other terms and conditions, these Terms and Conditions shall prevail to the extent of such inconsistency or conflict so far as the eStatement & eAdvice Service is concerned.

### **3. The Service**

- 3.1 In order to use the Service, you must be a registered user for Internet Banking.
- 3.2 If you wish to discontinue receiving printed statements, advices, reports, messages, records, confirmations, receipts, acknowledgments, notices and communications, you may submit your request at any time by giving written notice to the Bank in such form and/or by such other manner as the Bank may prescribe from time to time. You acknowledge and agree that once your aforesaid request has been accepted by the Bank, the Bank will discontinue sending you the printed statements, advices, reports, messages, records, confirmations, receipts, acknowledgments, notices and communications as the Bank in its absolute discretion determine.
- 3.3 The Bank may from time to time at its sole and absolute discretion determine, specify, modify, reduce or vary the scope and features of the Service and/or suspend or terminate the Service (or any part thereof) without your consent at any time and without or with notice in such manner and by such means of communication as the Bank shall deem fit.



- 3.4 If you wish to resume receiving printed statements, advices, reports, messages, records, confirmations, receipts, acknowledgments, notices and communications, you may submit your request at any time by giving written notice to the Bank in such form and/or by such other manner as the Bank may prescribe from time to time. You acknowledge and agree that once your aforesaid request has been accepted by the Bank in its absolute discretion, the Bank will revert to sending you the printed statements, advices, reports, messages, records, confirmations, receipts, acknowledgments, notices and communications to your correspondence address last registered with the Bank according to the Bank's record.
- 3.5 In the event of suspension or termination of this Service (howsoever occurred),
  - a) the Bank does not assume any liabilities or responsibilities for any suspension or termination of the Service under any circumstances;
  - b) it 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; and
  - c) the Bank will send all future statements, advices, reports, messages, records, confirmations, receipts, acknowledgments, notices and communications to your correspondence address last registered with the Bank according to the Bank's record.
- 3.6 The Bank may from time to time include within the Service marketing materials relating to the Bank's products and services or those offered by any companies of the Bank Group and selected third parties (collectively "Marketing Materials"). Your use of the Service shall constitute your agreement to such inclusion of and/or to receive such Marketing Materials.
- 3.7 You agree that you are solely responsible for ensuring that your equipment or device (including software programs contained thereon) are capable of and in good, functioning order for accessing, viewing, printing and downloading eStatement and eAdvice and for maintaining security of your equipment or device. The Bank has no responsibility or liability in respect of your equipment or device.
- 3.8 All eStatement and eAdvice sent to you under this Service shall be deemed to have been delivered to you at the time they are sent via internet under Internet Banking and shall only be made available for access, view, print and download for such period of time as the Bank may in its absolute discretion from time to time determine, irrespective of whether or not they have been viewed and/or saved by you.
- 3.9 It is your sole responsibility and you agree to periodically check, open, read or access and carefully review all eStatement and eAdvice in a timely manner and advise the Bank as soon as possible, of any errors, discrepancies, unauthorized transactions or other irregularities. Without prejudice to the generality of the aforesaid, you are required to check and verify the correctness of all eStatement and eAdvice and you agree to notify the Bank of any errors, omissions, unauthorized transactions or other irregularities within 60 days where the eStatement is a monthly card statement and 90 days for all other eStatement and eAdvice after the statement date, otherwise the eStatement and eAdvice shall be conclusive evidence as to the balance shown therein without any further proof and binding on you, and the Bank shall be free from all claims or demands in respect thereof, irrespective of whether or not you have opened, read and/or verified the eStatement and eAdvice.
- 3.10 By assessing and using the Service, you acknowledge and accept that the inherent risks in the use of and transmission of information via the Internet, and you also agree to take all reasonably practicable measures to ensure and maintain the security of your equipment and device for accessing, viewing, printing and downloading eStatement and eAdvice.



- 3.11 After your request herein as mentioned under Clause 3.2 shall have been accepted by the Bank, the Bank may but without being obliged to, and at its sole and absolute discretion, send a notification via email to your email address and/or mobile phone number last registered with the Bank to notify you that the latest eStatement and eAdvice has been sent to you via the Service. You agree that such email address and the mobile phone number for this purpose is accurate valid and up-to-date. The Bank is not in any event be responsible for the notification is not received by you due to your email address or mobile phone number having changed or being invalid or due to systems failure.
- 3.12 The Bank may in its absolute discretion, but shall not be obliged to provide upon your request the corresponding printed statement(s) and advice(s) of the eStatement and eAdvice covered by the eStatement and eAdvice Service and the Bank reserves the right to levy such fees and charges as determined by the Bank from time to time for complying with your request.
- 3.13 You warrant that all particulars given to the Bank for the purposes of or in connection with the Service are complete, accurate and up-to-date at all relevant times and undertake to promptly notify the Bank of any changes thereto, including without limitation the above mentioned email address and the mobile phone number provided to the Bank by you for or in relation to this Service.
- 3.14 The Bank reserves the right at any time and from time to time to impose fees and charges for the Service with reasonable notice.

#### **4. Liabilities**

- 4.1 You agree that the Bank shall not be liable or in any way responsible for any loss, damages or expenses that you or any third party may incur in relation to or in connection with:
  - a) any failure, disruption or delay in providing or receiving the Service (or any part thereof) or the eStatement or eAdvice due to any failure, fault, malfunction, interruption, breakdown of computer, device, machine, telecommunication, electrical or network failure, act or omission of any telecommunication or other third party service providers or other circumstances that are beyond the Bank's control;
  - b) any loss or damage caused to your data, software, computer, telecommunications equipment or other equipment in connection with your use of the Service;
  - c) any misuse or unauthorized access or use of the Service or the eStatement or eAdvice by you or anyone else; and
  - d) any disclosure, leakage, loss of data, confidential information, other than due directly and solely to the Bank's gross negligence or willful default.
- 4.2 You will indemnify and keep the Bank indemnified against any claims, proceedings, actions, losses, damages or expenses that may be incurred by the Bank in providing the Service to you, save and except any loss or damages caused solely and directly by negligence, fraud or willful default on our part.

#### **5. Governing Law and Jurisdiction**

- 5.1 The Bank is supervised by Monetary Authority of Macau (AMCM).
- 5.2 This Terms and Conditions shall be governed by and construed in accordance with the law of Macau Special Administrative Region.
- 5.3 Nothing shall limit the right of the Bank to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more



jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

**6. Governing Version**

Should there be any inconsistency between the English and Chinese versions of these Terms and Conditions, the Chinese version shall prevail.