

電子結單/電子通知書服務條款及細則

本條款及細則(「本條款」)適用於任何同意登記申請由中國銀行(香港)有限公司私人銀行(「銀行」)提供的電子結單/電子通知書服務(「本服務」)的客戶(「本人/吾等」)。若本條款與適用於本服務或與其有關的條文或規則(如有)有任何歧異，概以本條款為準。請細閱本條款，特別是條款 3 有關透過本服務可獲取的資料範圍及條款 6 有關該等資料的可用時間限制。

1. 在本人/吾等申請本服務前，本人/吾等同意登記使用或確認本人/吾等為銀行的網上銀行服務的現有用戶。本人/吾等必須維持網上銀行服務的用戶身份及支付條款 2 所載的費用及收費以獲取本服務。銀行有絕對酌情權拒絕任何有關本服務的登記申請。
2. 本人/吾等同意登記申請及使用本服務，本人/吾等須受本條款約束及須支付銀行就登記申請及使用本服務所訂明的一切費用及收費。
3. 本服務涵蓋的結單及通知書包括但不限於私人銀行月結單(「月結單」)，投資產品證實單及/或通知書及/或日結單(「日結單」)及銀行可不時決定的其他證實單及/或通知書及/或結單(以上統稱「該等結單」)，以及非投資產品通知書及銀行可不時決定的其他證實單及/或通知書及/或結單(統稱「該等通知書」)。有關電子結單及/或通知書的詳細清單，請查閱網上銀行說明，而銀行可不時更改清單內容。
4. 本人/吾等同意，於該等結單所載之結單日期翌日(就日結單而言)或於結單日期 7 日內(就月結單而言)或於銀行發出該等通知書日期翌日(「發出日」)(就該等通知書而言)透過本服務於網上銀行獲取該等結單/該等通知書，即構成銀行已將該等結單/該等通知書發送予本人/吾等。本人/吾等在每次透過本服務獲發該等結單/該等通知書時可於本人/吾等指定的電郵地址及/或流動電話號碼(視情況而定)收到銀行以電郵及/或短訊發出的訊息，或透過銀行不時指定的其他電子渠道所發出的通知，以獲通知本人/吾等該等結單/該等通知書可供查閱。請瀏覽銀行的網上銀行檢視由銀行提供現有的電子結單/電子通知書種類。本人/吾等會確保本人/吾等於銀行紀錄內的電郵地址及/或流動電話號碼為最新，以收取有關提示。本人/吾等如已更改指定電郵地址及/或流動電話號碼，應在切實可行的範圍內盡快通知銀行。
5. 若本人/吾等於任何一個銀行賬戶登記收取電子結單/電子通知書，其後所有新開立的銀行賬戶*將會預設為收取電子結單/電子通知書及自動登記使用本服務；至於投資賬戶/分賬戶，若本人/吾等於任何一個投資賬戶/分賬戶確認並登記收取電子結單/電子通知書，其後所有新開立的投資賬戶/分賬戶*將會預設為收取電子結單/電子通知書及自動登記使用本服務。
*須根據當時可提供之服務而定。任何賬戶的預設設定可透過網上銀行或聯繫本人/吾等的客戶關係經理進行更改(如需要)。
6. 本人/吾等同意依時查閱該等結單/該等通知書，並接受(i)有關日結單於相關結單日期後 12 個月內，(ii)有關該等通知書在相關該等通知書發出日後 12 個月內，及(iii)有關月結單在銀行不時指定的期間可供查閱。
7. 本人/吾等收到銀行的電郵及/或短訊提示(視情況而定)後，應從速查閱登載於銀行的網上銀行的有關該等結單/該等通知書，以確保在切實可行的範圍內盡快發現任何錯漏並向銀行提出指正。
8. 本人/吾等應該等結單/該等通知書的電子版本儲存於本人/吾等電腦存儲裝置、手機裝置或其他電子設備，或備存一份列印本，以作日後參考。
9. 銀行有絕對酌情權更改、撤回或暫停本服務而毋須給予任何理由。本人/吾等確認即使本服務於每日 24 小時可供使用及該等結單/該等通知書須受條款 6 所載之查閱時間限制，本服務之部分或全部可因維修及/或電腦或網絡故障或任何非銀行所能控制之事情而於若干時期未能提供。
10. 除非本人/吾等已另行通知銀行，否則該等結單/該等通知書的實體版本將在銀行確認本服務登記生效後停止寄發至本人/吾等於銀行紀錄之郵寄地址。
11. 銀行有權終止本人/吾等就本服務的使用登記，惟銀行須於終止登記前透過本服務或以銀行與本人/吾等一般同意的方式通知本人/吾等。本服務的使用登記一經終止，該等結單/該等通知書的實體版本將以郵寄方式發送予本人/吾等。

12. 本人/吾等可在給予銀行不少於 30 日事先通知後終止本服務的使用登記。終止服務一般會於銀行收到本人/吾等的通知後 30 日內或於銀行指定的日期生效。本人/吾等可透過網上銀行或聯繫本人/吾等的客戶關係經理更新使用登記的狀態，以通知銀行。本服務的使用登記一經終止，該等結單/該等通知書的實體版本將以郵寄方式發送予本人/吾等。
13. 銀行概不因本人/吾等未能使用本服務而負上任何責任。本人/吾等同意銀行根據條款 4 透過本服務發送的該等結單/該等通知書，須就各方面而言被視作已履行其在本條款下的一切責任。
14. 銀行須盡一切合理的努力確保本服務的安全，而本人/吾等的該等結單/該等通知書亦在本人/吾等的密碼認證或由銀行絕對酌情接受的任何其他認證方式認證後方可查閱。儘管如此，銀行並不保證透過本服務發送的一切資料的安全性及保密性。
15. 本條款受香港特別行政區(「香港」)的法律管限，本人/吾等謹此同意受香港法院的非專屬性司法管轄權管轄。
16. 本條款的英文版本與中文版本如有任何分歧，概以英文版本為準。

電子結單/電子通知書服務之風險

1. 本人/吾等須配備適當的電子設備和軟件、接達互聯網，及提供和指定一個電郵地址及/或流動電話號碼，方可使用本服務。
2. 互聯網、電郵及/或短訊服務可能涉及若干資訊科技風險及出現中斷。
3. 本人/吾等使用本服務或招致額外費用，包括但不限於因使用此服務而引致本人/吾等服務供應商收取的數據費用。
4. 本人/吾等應定期查看本人/吾等指定電郵賬戶及/或流動電話以獲通知可於銀行的網上銀行查閱該等結單/該等通知書。
5. 本人/吾等如欲撤銷同意使用本服務，須按照銀行的合理要求給予銀行事先通知。
6. 本人/吾等如要取得不可再透過銀行的網上銀行取覽及/或下載的任何電子結單或電子通知書的列印本，或須繳付合理費用。

Terms and Conditions for e-Statement/e-Advice service

These terms and conditions (the “Conditions”) apply to any customer (“I” or “we”) who agrees to subscribe the e-Statement/e-Advice service (the “Service”) offered by the Private Banking of Bank of China (Hong Kong) Limited (“Bank”). If there is any inconsistency between these Conditions and the provisions or rules (if any) relevant or applicable to the Service, these Conditions shall prevail over the provisions or rules. Please read them carefully, particularly Condition 3 on the scope of information available through the Service and Condition 6 on the limited availability of such information.

1. Before I/we may apply for the Service, I/we agree to subscribe or confirm that I/we am/are a current subscriber of the Bank’s internet banking service. I/we must remain as a subscriber of the internet banking service and pay the fees and charges referred to in Condition 2 in order to receive the Service. The Bank has the absolute discretion to reject any request for subscription of the Service.
2. I/we agree that by subscribing and using the Service, I/we am/are bound by these Conditions and to pay all fees and charges which the Bank may prescribe for the subscription and use of the Service.
3. The statements and advices to be covered by the Service include but are not limited to Private Banking monthly statements (the “monthly statements”), daily confirmations and/or advices and/or statements of investment products (the “daily statements”) and other confirmations, advices and/or statements as the Bank may determine from time to time (collectively, the “Statements”), and advices of non-investment products and other confirmations, advices and/or statements as the Bank may determine from time to time (collectively, the “Advices”). For the detailed list of the Statements and Advices, please refer to the Bank’s Internet Banking Help, which the Bank may change from time to time.
4. I/We accept that the availability of the Statements/Advices on internet banking through the Service on the day after the statement date (in the case of daily statements) or within seven (7) days of the statement date (in the case of monthly statements) stated in the Statements or the day after issuance (the “issuing date”) of the Advices by the Bank (in the case of Advices) shall constitute delivery of the Statements/Advices by the Bank to me/us. I/We may receive a message from the Bank issued by e-mail and/or SMS to my/our designated e-mail address and/or mobile phone number (as the case may be) each time a Statement/Advice has been delivered through the Service, or other electronic channels as specified by the Bank from time to time, which informs me/us the availability of the Statement(s)/Advice(s). Please visit the Bank’s internet banking to check the existing type of e-Statement/e-Advice provided by the Bank. I/We will keep my/our email address and/or mobile phone number in the Bank’s record updated in order to receive such reminders. I/We should inform the Bank as soon as practicable upon a change in the designated email address and/or mobile phone number.
5. If I/we register to receive e-Statement/e-Advice for any banking account(s), all new banking account(s) I/we open in the future* will be set to receive e-Statement/e-Advice by default and will be registered for the Service automatically. If I/we consent and register to receive e-Statement/e-Advice for any investment account(s)/sub-account(s), all new investment account(s)/sub-account(s) I/we open in the future* will be set to receive e-Statement/e-Advice by default and will be registered for the Service automatically.
*Subject to service availability. The default setting for any account can be changed via internet banking or contacting my/our Relationship Manager, if necessary.
6. I/We agree to read the Statements/Advices in a timely manner and accept that (i) the daily statements are available for twelve (12) months after the relevant statement date, (ii) the Advices are available for twelve (12) months after the issuing date of the relevant Advice, and (iii) the monthly statements are available for a period as specified by the Bank from time to time.
7. I/We should promptly review the relevant Statements/Advices available on the Bank’s internet banking upon receiving the email and/or SMS reminder (as the case may be) from the Bank to ensure reporting to the Bank as soon as practicable for any errors detected.
8. I/We should save an electronic copy in my/our own computer storage, mobile device or other electronic equipment or print a hard copy of the Statements/Advices for future reference.
9. The Bank shall have the absolute discretion to modify, withdraw or suspend the Service without giving any reason. I/We acknowledge that although the Service is available for twenty-four (24) hours daily and the Statements/Advices are subject to the availability period referred to in Condition 6, part or all of the Service may not be available at certain times due to maintenance and/or computer or network failure or any causes beyond the Bank’s control.

10. Unless I/we have informed the Bank otherwise, the physical form of the Statements/Advices will cease to be sent to my/our mailing address in the Bank's record upon the Bank's confirmation that the subscription of the Service has come into effect.
11. The Bank shall have the right to terminate my/our subscription of the Service provided that prior to termination, the Bank shall inform me/us by notice delivered through the Service or by means which are agreed between the Bank and me/us generally. Upon termination of the subscription of the Service, physical form of the Statements/Advices shall be delivered to me/us by mail.
12. I/We may terminate the subscription of the Service by giving the Bank prior notice of no less than thirty (30) days. Termination of the Service will generally take place within thirty (30) days of the Bank's receipt of my/our termination notice or otherwise on a date to be specified by the Bank. I/We may give notice to the Bank by updating the subscription status via internet banking or contacting my/our Relationship Manager. Upon termination of the subscription of the Service, physical form of the Statements/Advices shall be delivered to me/us by mail.
13. The Bank shall not be liable if I/we am/are not able to access the Service. I/We agree that delivery of the Statements/Advices through the Service in accordance with Condition 4 shall for all purposes be deemed to have discharged all the Bank's obligations under these Conditions.
14. The Bank shall use reasonable effort to ensure that the Service is secure and my/our Statements/Advices are accessible by authentication of my/our password, any other authentication means as the Bank may in its absolute discretion accept, but notwithstanding that, the Bank does not warrant the security and confidentiality of all information delivered through the Service.
15. These Conditions are governed by the laws of the Hong Kong Special Administrative Region (the "HKSAR") and I/we hereby agree to submit to the non-exclusive jurisdiction of the HKSAR courts.
16. In the event of any inconsistency or discrepancy between the English version and Chinese version of these Conditions, the former shall prevail.

Risks for e-Statement/e-Advice service

1. Appropriate electronic equipment and software, internet access and a specific email address and/or mobile phone number provided and designated by me/us are required for using the Service.
2. Internet, email and/or SMS services may be subject to certain IT risks and disruption.
3. I/we may incur additional costs for using the Service, including but not limited to data charges imposed by my/our service providers for using the Service.
4. I/we should check my/our designated email account and/or mobile phone regularly for notifications that the Statements/Advices are available on the Bank's internet banking.
5. Revocation of consent to the Service will be subject to the giving of such prior notice to the Bank by me/us as the Bank may reasonably require.
6. I/we may be required to pay a reasonable charge for obtaining a hard copy of any e-Statement/e-Advice that is no longer available for access and/or downloading through the Bank's internet banking.