

E-statement/E-advice Service Terms and Conditions

These terms and conditions apply to both personal and corporate Cyberbanking services (together referred to as "Cyberbanking").

1. I/We agree that by enrolling for or using the e-statement/e-advice service provided by The Bank of East Asia, Limited ("the Bank") through the Cyberbanking, I/we shall be bound by the terms and conditions governing the e-statement/e-advice service as stipulated herein.
2. I/We agree and understand that the Bank will send a notification by e-mail to my/our designated e-mail address (which I/we have provided for receiving notification) and/or notify me/us by other means as the Bank may deem appropriate (the "Notice") when my/our statement ("e-statement") or advice ("e-advice") of the registered account(s) or credit card/revolving loan account(s) in electronic form is available for viewing online. For the avoidance of doubt, I/we understand that e-statements will be available for credit card/revolving loan accounts even if I/we have only registered to receive paper statements for such credit card/revolving loan accounts.
3. I/We agree that the availability of the e-statement/e-advice for access through Cyberbanking shall be deemed the delivery of physical statements/advice by the Bank to me/us.
4. I/We agree that the Bank will retain the e-statements of my/our registered account(s) and credit card/revolving loan account(s) at Cyberbanking for a period of at least one year (or such other period as prescribed by the Bank from time to time); and I/we shall examine each e-statement upon receiving the Notice from the Bank and if necessary, retain the e-statement for future reference.
5. I/We authorise the Bank to stop printing and sending physical statement/advice of the registered account(s) to me/us. (Not applicable to credit card/revolving loan and Private Banking accounts which the customers have registered to receive paper statements)
6. I/We understand and accept the risks / arrangements associated with e-statement/e-advice service including but not limited to:
 - (i) Internet, e-mail and SMS services may be subject to certain IT risks and disruption;
 - (ii) I/we may incur additional costs for using the e-statement/e-advice service;
 - (iii) I/we shall receive the Notice by e-mail that e-statement or e-advice has been posted on Cyberbanking, and I/we shall check my/our designated e-mail address regularly for such notice;
 - (iv) revocation of consent to the provision of e-statement (which does not apply to credit card/revolving loan accounts)/e-advice by Cyberbanking will be subject to the giving of advance notice by me/us through Cyberbanking, Branch or Private Banking Department according to the specific requirements prescribed by the Bank from time to time. Such revocation will normally become effective on the next working day if the notice was received through Cyberbanking and upon 3 working days if the notice was received through Private Banking Department. For Branch, revocation notice received will normally become effective within 5 working days;
 - (v) interruption, transmission failure or delay due to the traffic of Internet or other electronic channels;
 - (vi) incomplete or incorrect data transmission;
 - (vii) information downloaded from the Internet which may be inaccurate or altered or incomplete or tampered; and
 - (viii) damages caused to the computer software or hardware of users for using the e-statement/e-advice service caused by virus transmission from, or technical defects of, websites.
7. I/We agree that the Bank shall not be responsible for delay or failure in the transmission, receipt of information resulting from a breakdown or failure of transmission of communication facilities, or any unreliable medium of communication, or any other causes beyond the Bank's control or anticipation.

8. I/We shall examine each e-statement/e-advice of my/our registered account(s) and credit card/revolving loan account(s) upon receiving the Notice from the Bank to ensure any errors, discrepancies, unauthorised debits to other transactions or entries arising from whatever cause, including but without limitation, forgery, forged signature, fraud, lack of authority or negligence of me/us or any other persons (the "Error") are detected and reported to the Bank without delay. I/We also agree that the e-statement/e-advice shall, as between the Bank and me/us, be conclusive evidence as to the balance shown therein and the transaction(s) conducted and that the e-statement/e-advice shall be binding upon me/us and I/we shall be deemed to have agreed to waive my/our rights to raise objections or pursue any remedies against the Bank in respect thereof unless I/we inform the Bank in writing of any such Error within 90 days after the issuance of the Notice of such e-statement/e-advice to me/us by the Bank.
9. I/We agree that the Bank is entitled to levy fees and charges against me/us to cover costs and expenses arising out of running and operation of e-statement/e-advice service.
10. I/We agree that the Bank, without any liability and disclosing any reason, has the absolute discretion from time to time to terminate the e-statement/e-advice service. I/We understand and acknowledge that in the event of the unavailability of the e-statement/e-advice service or any part thereof for whatever reason (whether or not within the control of the Bank), the Bank shall not be liable for any liabilities as arisen from such incidents.
11. I/We agree that I/we shall give a prior notification, according to the specific requirements given by the Bank from time to time, informing the Bank to terminate or update any changes on the e-statement (not applicable to credit card/revolving loan accounts)/e-advice service for my/our registered account(s).
12. I/We agree that the Bank will retain the e-advice of my/our registered account(s) at Cyberbanking for a period of at least three months (or such other period as prescribed by the Bank from time to time); and I/we shall examine each e-advice upon receiving the Notice from the Bank and if necessary, retain the e-advice for future reference.
13. I/We agree that I/we shall acquire appropriate hardware and software; internet access; and a designated e-mail address and registered mobile phone number (for receiving notification) for using e-statement/e-advice service.
14. I/We agree that the Bank is entitled to levy fee and charges against me/us to cover the cost and expenses for my/our requisition of (i) obtaining a copy of e-statement/e-advice that is no longer available for access and downloading through Cyberbanking or (ii) providing statement/advice to me/us by means other than through Cyberbanking.
15. I/We undertake to notify the Bank through Cyberbanking and/or by other means immediately upon any change of my/our designated e-mail address or registered mobile phone number.
16. I/We shall indemnify and keep the Bank indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on a full indemnity basis) whatsoever and howsoever caused (save and except any loss or damages caused by negligence or misconduct on the part of the Bank) that may arise to be incurred by the Bank in providing the e-statement/e-advice service to me/us, whether or not arising from or in connection with and including but not limited to (i) my/our improper use of the e-statement/e-advice service; and (ii) any damage to the computer hardware, devices, facilities or software as a result of accessing and/or using the e-statement/e-advice service.
17. No person other than I/we or the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these terms and conditions.

18. These terms and conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China and the courts of such place shall have exclusive jurisdiction to settle any dispute which may arise out of or in relation to these terms and conditions.
19. In case of any inconsistency between the English and Chinese versions of these terms and conditions, the English version shall prevail.