

Risk Disclosure Statement of Electronic Statement (the “e-Statement”) Service
臺灣中小企業銀行香港分行(“**銀行**”) (於臺灣註冊成立之有限責任公司)

電子對帳單服務風險告知

1. The Client agrees to receive the e-Statement through the Client’s designated email address provided to the Bank or through other telecommunications equipment and acknowledges that the Client will no longer receive a paper statement by post. The Client also agrees to comply with any relevant law, rules and regulations, and the relevant regulations and terms of the Bank as amended from time to time, and agrees to pay any fees (if any) in connection with the use of the e-Statement Service as determined by the Bank.

客戶同意透過所指定之電郵地址或其他電訊設備接收電子對帳單，並同意日後將不會收到帳戶實體對帳單，並遵守任何目前或其後有關電子對帳單服務之相關法律、法規、及銀行之規定。客戶並同意支付由銀行所訂與使用電子對帳單服務有關的任何費用(如有)。

2. The Client acknowledges and understands that the e-Statement Service requires suitable and stable telecommunications equipment, internet network and telecommunications services, and shall take all reasonable steps to prevent any third party from obtaining or accessing any personal data and personal information of the Client.

客戶同意並了解電子對帳單服務要求客戶使用適當及穩妥可靠的設備、網絡及電訊服務，並需採取所有合理的措施以防止任何第三方取得或閱覽任何有關客戶的個人資料及私隱。

3. The Client acknowledges that when opening, viewing or accessing the e-Statements provided by the Bank, it is required to enter the password as specified by the Bank. The Client confirms that the Client will properly safeguard the password, and will take all reasonable measures to prevent any third party from accessing the password.

客戶同意當開啟、閱讀或查閱銀行提供之電子對帳單時，客戶需輸入銀行指定之密碼。客戶同意將妥善保存密碼，並且採取一切合理的防範措施以防止任何第三方接觸密碼。

4. The Client agrees and acknowledges that the Bank will not guarantee the security and confidentiality of any information being transmitted through the e-Statement Service. The Client acknowledges and understands that the Bank will take reasonable steps to ensure the e-Statement Service is secure and any unauthorized third party may not use the e-Statement service. In addition, the Client understands and confirms that the use of the e-Statement Service may involve the following risks, including (but not limited to) the e-Statement being

intercepted, monitored, modified, altered, delivered or disclosed without the authorization of the Client.

客戶同意並確認銀行對於電子對帳單服務所傳送的任何資料之安全性及保密事宜均不作出保證。客戶明白及知悉銀行會以合理的方式確保電子對帳單服務的安全性及未獲授權的第三方無法使用電子對帳單服務。客戶明白並確認使用電子對帳單服務可能涉及以下的風險，包括(但不限於)在未獲客戶授權的情況下，電子對帳單可能被攔截、監測、修改、竄改或被傳送或披露予其他人士。

5. The Client agrees that if the e-Statement is served by electronic mail by the Bank to the last known electronic mail address according to the Bank's record, it shall be deemed to have been duly served on the day of such electronic mail. The Client undertakes to update the Bank of its latest electronic mail address from time to time in order to receive the e-Statement.

客戶同意，若銀行以電郵傳送電子對帳單予客戶於本分行紀錄所載及最後所知之電郵地址，則在該電郵發出當日已被視為有效地送達。客戶承諾應隨時向銀行更新電郵地址以接收電子對帳單。

6. The Client may cancel the e-Statement service at any time by giving the Bank a prior written notice at least 10 Business Days before the delivery date of the next e-Statement. Upon receiving the written notice from the Client, the Bank will deliver the paper statement to the Client by post on next delivery date.

客戶可隨時取消電子對帳單服務。惟客戶需於下一個對帳單寄送日期最少 10 個營業日前向銀行發出書面通知取消電子對帳單服務，在銀行收到客戶的書面通知後，銀行即在下一次寄送時以郵寄實體帳戶對帳單予客戶。

7. Save for gross negligence or wilful default on the Bank's part, the Bank shall not be liable for any direct or indirect loss or damages to the Client arising out of or in connection the following events:-

除非因銀行之重大疏忽或故意，銀行對下列各項直接或間接導致或引致客戶之損失或損害不承擔任何責任：

- a. failure or delay in transmitting e-Statements to the Client;
未能或延遲向客戶傳送電子對帳單；
- b. any error or inaccuracy in the e-Statement; and
電子對帳單內的任何錯誤或偏差；及
- c. the malfunction of any data, software, computers, telecommunications equipment or other equipment of the Bank.

就銀行之數據、軟體、電腦、電訊設備或其他設備之故障。

8. The Client understands and agrees that the Bank will incur no liability whatsoever for any partial or non-performance of any of its obligations by reason of any cause beyond its reasonable control including but not limited to any communication, systems or computer failure, malfunction , breakdown, interference; market default, suspension, failure or closure; or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement; natural disasters, civil strife, strikes, wars, fires, floods or explosions, and the Bank shall not be held liable for any loss the Client may incur as a result thereof.

客戶明白及同意倘若因超越銀行合理控制範疇的原因，包括但不限於通訊、系統或電腦故障、失靈、停頓、受到干擾、市場失效、暫停、失效或關閉、任何法律或政府或其他監管要求的實施或改變(包括釋義的更改)、天災、內亂、罷工、戰爭、火災、水災或爆炸而只能部分地或無法履行責任，則銀行毋須對此承擔責任，亦毋須對客戶因上述原因而遭受的損失或損害負責。