

Terms and Conditions for MPF e-Statement / e-Advice Service (“Terms and Conditions”)**1. Scope of Service**

- 1.1 We will from time to time determine or specify the scope and features of the Service and are entitled to modify, expand or reduce the same at any time with or without notice. In particular, we will from time to time determine, add to or delete from the Service the e-Statement(s) / e-Advice(s) and e-Reminder(s) that will be covered under the Service at a particular time and how they will be provided.
- 1.2 If we give notice of a change to the Service, such notice may be made in such manner and by such means of communication as we shall deem fit.
- 1.3 If you have not requested us not to forward marketing materials to you, we may from time to time include within the Service or send with the e-Statement / e-Advice and e-Reminder marketing materials, relating to our MPF products and services.

2. Provision and use of the Service

- 2.1 You should ensure that:
 - a. you have a valid Personal e-Banking Profile;
 - b. you have a valid MPF Account;
 - c. you use such telecommunications equipment, telecommunications service provider and computer software that is capable of receiving and reading the e-Statement(s) / e-Advice(s) and e-Reminder(s), as accepted by us from time to time;
 - d. your email address and mobile phone number on our MPF record are at all times (i) valid, (ii) up-to-date and (iii) capable of receiving the e-Reminder(s) and any other messages from us; and
 - e. your identification number in our MPF record should always match with the relevant record in your Personal e-Banking Profile.
- 2.2 Under this service:
 - a. each e-Statement / e-Advice will be provided to you by placing it in your Personal e-Banking Profile;
 - b. e-Reminder will be provided to you by sending it to your email address on our MPF record after the e-Statement / e-Advice has been placed in your Personal e-Banking Profile.
- 2.3 You are responsible for paying all fees, charges and expenses for your telecommunications equipment and services provided by your telecommunications service provider in connection with the Service.
- 2.4 Unless we decide otherwise and subject to Clauses 2.5 and 2.6, where we have provided an e-Statement / e-Advice to you in accordance with Clause 2.2(a), we will not provide the corresponding Statement or Advice (as the case may be) to you.
- 2.5 At your request, we will provide the corresponding Statement or Advice in paper form after sending an e-Statement / e-Advice.
- 2.6 When the e-Reminder has failed to reach you, we will do the following (or any of them):
 - i. re-send it in accordance with our procedure for re-sending e-Reminder set by us from time to time; or
 - ii. deem to terminate the Service; and
 - iii. send the confirmation notice of Service termination and corresponding Statement or Advice in paper format to your correspondence address on our MPF record; and
 - iv. send the confirmation notice of Service termination by Short Message Service (“SMS”) to your mobile phone number on our MPF record; and
 - v. in our opinion, the confirmation notice of Service termination and corresponding Statement or Advice has failed to reach you, we may, but shall not be obliged to forward that Statement or Advice to your employer for delivery to you, if applicable.
- 2.7 We will send a reminder message to your mobile number on our MPF record to remind you to read the e-Statement / e-Advice if you do not read the e-Reminder over a period as determined by us. If the reminder message has failed to reach you by your mobile number, we will, in our sole discretion, send a reminder letter to your correspondence address on our MPF record.
- 2.8
 - a. You agree to carefully review, in a timely manner, all e-Statement(s)/e-Advice(s) provided to you. You are responsible for regularly checking your Personal e-Banking Profile and email address for e-Statement(s) / e-Advice(s) and e-Reminder(s). You agree to advise us promptly of any error, omission, discrepancy, unauthorised debit or irregularity in the entries or transactions shown in each e-Statement / e-Advice, whether caused by forged signature or other forgery, fraud, lack of authority or negligence of any person.
 - b. You should notify us of any alleged error, omission, discrepancy, unauthorised debit or irregularity shown in an e-Statement within 120 days after we issue it by the means set out in Clause 2.2(a). If we do not receive any such notice from you within the specified period, (i) the e-Statement will be considered as correct, conclusive and binding on you, and (ii) you will be considered to have waived any right to raise any objection or pursue any remedies against us in relation to that e-Statement.
- 2.9 You understand that an e-Statement / e-Advice placed in your Personal e-Banking Profile will only be made available there for a designated period of time determined by us from time to time. After the designated period, we will periodically remove past e-Statement(s) / e-Advice(s) from there even if you have not viewed, accessed or saved them.
- 2.10 For the sole purpose of the Service, we grant you a non-exclusive licence to use any software used by us in providing the Service. We may also grant you such licence for any other purposes as we may decide from time to time. You agree not to disassemble, decompile, copy, modify or reverse engineer any such software or permit anyone else to do so.
- 2.11
 - a. An e-Statement / e-Advice placed in your Personal e-Banking Profile will be considered as having been delivered to you at the time it is placed in your Personal e-Banking Profile according to our MPF record.
 - b. An e-Reminder provided to you by email will be considered as having been delivered to you at the time the e-Reminder was sent or re-sent according to our MPF record except as set out in clause 7.2(a).

- 2.12 Unless we specify otherwise, where you have selected or we have designated a certain type, category or group of e-Statement(s) / e-Advice(s) to be provided to you under the Service, we will include under the Service the e-Statement(s) / e-Advice(s) of all MPF Accounts, MPF services and MPF products of that type, category or group which we may provide to you or which you may use in the future. We will give you further notice in this regard.
- 2.13 We may use any person for supporting the Service, including any telecommunications service provider or other independent service provider. That person is not our agent or nominee and we have no co-operation, partnership, joint venture or other relationship with it. We are not liable for any action, claim, loss, damage or liability of any nature which you may suffer or incur arising from or in connection with any act or omission of that person.
- 2.14 You should not regard any information or communication contained in (a) an e-Statement / e-Advice, (b) an e-Reminder, or (c) any hyperlink accompanying (a) or (b) as an offer or solicitation to subscribe for any service or product in any jurisdiction where it is unlawful to make such offer or solicitation to you in such jurisdiction.
- 2.15 You confirm that all information provided to us for the purposes of or in connection with the Service is complete, accurate and up-to-date at all relevant times. You agree to notify us promptly (by such means accepted by us) of any change in the information.
- 2.16 Any e-Reminder provided in Clauses 2.2(b) is one-way only and you should not reply to the same.
- 2.17 Once an e-Reminder has, according to our MPF record, been sent to your email address successfully, we will not re-send it again. If you have deleted such e-Reminder, it cannot be sent again.
- 2.18 If you changed your correspondence address and/or email address and/or mobile phone number and/or telephone number on our MPF record, we will, in our sole discretion, send a change of contact information confirmation notice to you.

3. Security

- 3.1 You understand and accept all possible risks involved in how an e-Statement / e-Advice and an e-Reminder are provided. Such risks may include that an e-Statement / e-Advice and an e-Reminder may be intercepted, monitored, amended, tampered with or disclosed to other parties without your authorisation.
- 3.2 You are responsible for the security of your telecommunications equipment. You must take all reasonable precautions to prevent anyone else from accessing any confidential information including the e-Statement / e-Advice and e-Reminder sent to your telecommunications equipment.
- 3.3 You must keep your security details secret. You must also take all reasonable precautions to prevent your security details and email address from unauthorised or fraudulent use.
- 3.4 You should never respond to a request to provide your MPF Account, security details or your personal data, even if the request appears to be from us. We will never make such a request.
- 3.5 You should never provide your MPF Account or personal data on screen following a website address or hyperlink from an e-Statement / e-Advice or e-Reminder. All website addresses and hyperlinks authorised by us are for your information only and we will not require you to provide data in that manner.
- 3.6 You should check the email address or website address of the sender of the e-Reminder to ensure that the e-Reminder is genuine and sent by us.
- 3.7 You must notify us promptly and in such manner as we may accept from time to time if (a) you fail to receive, access or view any e-Statement / e-Advice or e-Reminder, or (b) there is any delay in or any other problem with your receiving, accessing or viewing any e-Statement / e-Advice or e-Reminder from us.
- 3.8 You must inform us as soon as reasonably practicable and in such manner as we may accept from time to time of any matter which may affect our provision of or your use of the Service. These matters include the following (or any of them):
 - a. if you know or suspect that any person knows your Personal e-Banking Profile log-on credentials;
 - b. if you know or suspect that any person has, without your authorisation, accessed your Personal e-Banking Profile, your email address, your e-Statement / e-Advice, your e-Reminder or any telecommunications equipment for receiving your e-Statement / e-Advice or e-Reminder;
 - c. if you change your email address or other contact details;
 - d. if your internet or telecommunications service or equipment has or will be suspended or terminated for any reason; and
 - e. if any email, e-Statement / e-Advice, e-Reminder, website hyperlink or your Personal e-Banking Profile appears to be irregular.

4. Limitation of our liability

- 4.1 Except as set out in Clause 4.2, we are not liable for loss, damage or expense of any kind which you may incur or suffer arising from or in connection with the following (or any of them):
 - a. any failure or delay in providing the e-Statement / e-Advice and/or e-Reminder for any reason (including as a result of failure or error of any computer or electronic system or equipment);
 - b. any error or omission in the e-Statement / e-Advice and/or e-Reminder;
 - c. any disclosure of confidential information;
 - d. any loss or damage to your data, software, telecommunications equipment or other equipment arising from or in connection with your use of the Service; and
 - e. any suspension or termination of the Service under any other circumstance.
- 4.2 If it is proved that any of the events in Clause 4.1 was caused by gross negligence or wilful default of (a) ours, (b) our agents or nominees, (c) our officers or employees or that of our agents or nominees, then we will be liable for any loss and damage you incur or suffer that is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.
- 4.3 If we can show that we have sent, or attempted to send, the e-Reminder according to the service scope of the Service as shall be determined by us from time to time, we have no liability to you if you suffer loss due to the e-Reminder not being received accurately or at all.

5. Your indemnity

- 5.1 Except as set out in Clause 5.2, you will indemnify (a) us, (b) our agents and nominees, and (c) our officers and employees and that of our agents or nominees for all actions, proceedings and claims which may be brought by or

against us or them, and for all losses, damages and reasonable costs and expenses which we or they may incur or suffer as a result of or in connection with the following (or any of them):

- a. any failure or delay in providing the e-Statement / e-Advice and/or e-Reminder for any reason (including as a result of failure or error of any computer or electronic system or equipment);
- b. any error or omission in the e-Statement / e-Advice and/or e-Reminder;
- c. any disclosure of confidential information;
- d. any loss or damage to your data, software, telecommunications equipment or other equipment arising from or in connection with your use of the Service; and
- e. any suspension or termination of the Service under any other circumstance.

This indemnity shall continue after the termination of the Service or these Terms and Conditions.

- 5.2 If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 5.1 was caused by gross negligence or wilful default of (a) ours, (b) our agents or nominees, or (c) our officers or employees or that of our agents or nominees, then you are not liable under Clause 5.1 to the extent that it is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.

6. Fees and charges

- 6.1 We will not charge fees and charges relating to the Service now provided, however, we reserve the right to at any time and from time to time impose fees and charge for the Service with reasonable notice.

7. Termination or suspension of the Service

- 7.1 You may terminate the Service at any time in such manner accepted by us from time to time.
- 7.2 We have the right to suspend or terminate all or any part of the Service for the following reasons with notice:
 - a. e-Reminder under this Service cannot be received by you successfully;
 - b. All your Personal e-Banking Profiles have been terminated;
 - c. All your MPF Accounts have been terminated and/or a complete member record has not been set up; and
 - d. We have been notified the death or mental incapacitation of you.
- 7.3 Any suspension or termination of the Service does not affect the liabilities and rights between you and us respectively before the date of suspension or termination.

8. Variation of terms

We have the right to vary these Terms and Conditions (including any fees and charges) from time to time. We will give you notice by way of display at our premises or in any other manner we consider appropriate. You will be bound by a variation unless we have received notice from you to terminate the Service with effect before the date on which that variation takes effect.

9. Waivers and remedies

No failure or delay by us in exercising any right, power or remedy will operate as a waiver of that right, power or remedy. Nor will any single or partial exercise preclude any other or further exercise of a right, power or remedy. Any right, power or remedy under these Terms and Conditions is intended to be cumulative and in addition to any other right, power or remedy we have in law.

10. Communications

- 10.1 Unless we specify otherwise, you will be considered as having received any notice given by us:
 - a. at the time of personal delivery or leaving it at the address last notified in writing by you (if delivered personally);
 - b. 48 hours after posting it to the above address if that address is in Hong Kong or seven days after posting if that address is outside Hong Kong (if sent by post);
 - c. immediately after faxing it to the fax number last notified in writing by you (if sent by fax);
 - d. immediately after sending it to the mobile phone number last notified in writing by you (if sent by SMS);
 - e. immediately after emailing it to the email address last notified in writing by you and transmission establishes record generated that it was sent (if sent by email) except as set out in clause 7.2(a); or
 - f. immediately after placing it in the Personal e-Banking Profile maintained by you with us and the Bank and notified you of its availability by the clause 10(e) (if made available there).
- 10.2 Communications sent by you to us will be considered as having been received by us on the day of actual receipt.

11. Direct marketing

We may from time to time include within the Service or send with the e-Statement / e-Advice and e-Reminder marketing materials relating to our MPF products and services, if we have your consent or no objection or otherwise permitted by law.

12. Partial invalidity

If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable, such illegality, invalidity or unenforceability does not affect any other provision which remains in full force, validity and effect.

13. Third party rights

No person other than you and us will have any right to enforce the provisions of these Terms and Conditions.

14. Governing law and version

- 14.1 These Terms and Conditions are governed by and will be construed according to Hong Kong laws.

14.2 The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

15. Jurisdiction

15.1 You submit to the non-exclusive jurisdiction of the Hong Kong courts.

15.2 These Terms and Conditions may be enforced in the courts of any competent jurisdiction.

Definitions

- Advice means any advice, report, confirmation, receipt, record, acknowledgement, notice, message or communication issued or made available by us from time to time in paper form in relation to any MPF Account, service or product offered by us, and marked as such and excludes a Statement.
- Bank means Hang Seng Bank Limited.
- Correspondence address means the latest postal address that you have registered with us.
- e-Advice means an Advice in respect of MPF issued or made available by us from time to time in electronic form under the Service.
- Email address means the email address you last registered with us, at the time we send an e-Reminder to you.
- e-Reminder means a notification in respect of MPF issued or provided by us in electronic form under the Service.
- e-Statement means a Statement in respect of MPF issued or made available by us from time to time in electronic form under the Service.
- Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.
- Mobile phone number means the mobile phone number you last registered with us, at the time we send an SMS to you.
- MPF refers to the service in respect of Mandatory Provident Fund provided by us.
- MPF Account means any type of account in respect of MPF maintained by you with us.
- MPF scheme refers to the scheme in respect of MPF provided by us.
- Person includes an individual, sole proprietorship, partnership, firm, company, corporation or unincorporated body of persons.
- Personal e-Banking means the Hang Seng Personal e-Banking service provided by the Bank and us to its customers.
- Personal e-Banking Profile means your personal profile in Hang Seng Personal e-Banking through which you can access, view and transact your Accounts and use other services after entering your personal log-on credentials.
- Service means the e-Statement / e-Advice and e-Reminder service in respect of MPF under which we may provide pursuant to these Terms and Conditions.
- Statement means any statement, report, confirmation, receipt, record, acknowledgement, notice, message or communication issued or made available by us from time to time in paper form in relation to any MPF Account, service or product offered by us, and marked as such and excludes an Advice.
- Telecommunications equipment includes mobile telephones, laptop computers, desktop personal computers, pocket personal computers, personal digital assistants and any other electronic media or equipment.
- We, us, our refer to Hang Seng MPF.
- You or your means each person to whom the Service is provided and, where the context permits, includes any individual authorised by you to give instructions relating to the Service.