

Customer Declaration of eAlert Service

IMPORTANT: Please read the following information to determine whether OCBC Bank eAlert Service is suitable for you.

Customer Declaration

1. I/We agree to register and record with OCBC Bank (Hong Kong) Limited (the “Bank”) the number of my/our designated mobile phone (or such other telecommunication equipment) and/or e-mail address for my/our eAlert Service (the “Service”), if any, in the manner as specified by the Bank from time to time, and that the Service is subject to this declaration and the OCBC Bank (Hong Kong) Limited Terms and Conditions of Investment Account. I/We also acknowledge and agree that, notwithstanding the aforesaid, the Bank is entitled to provide the Service to me by other modes if it considers fit without prior notice to or consent from me/us.
2. I/We are aware that the alert message may be erroneous, delayed, incomplete or inaccurate; any information received through the Service is for reference and information only, and should not be taken as conclusive evidence of the matters stated therein. I/We acknowledge that save for manifest error records of the Bank shall, for all purposes, be conclusive evidence of my/our transactions with the Bank.
3. I/We agree and understand that the Bank may from time to time specify, modify, expand, reduce or vary the scope of the Service and the types of telecommunication equipment to be used for the purposes of providing the Service.
4. I/We agree and accept that the Bank has a right to require me/us to pay fees and charges in connection with providing me/us with the Service and to revise such fees and charges from time to time upon giving me/us not less than 30 days’ notice; and the Bank also has a right to suspend or terminate the Service at any time without giving me/us any notice and reason. Further, I/we undertake to the Bank that I/we shall pay such fees, charges and expenses on demand by the Bank.
5. I/We hereby authorize the Bank to disclose to the service provider(s) the messages and such information sent by the Bank which may concern me/us and contain my/our personal data to enable the service provider(s) to provide such Service. The Bank is further authorized by me/us to monitor and record such contents if it considers necessary to do so.
6. I/We agree and understand that the Bank will from time to time or in a continuous manner provide services to me/us by releasing any marketing and promotional data, information and message through mobile phones and e-mail channels. However, the Bank requires my/our written consent (which includes an indication of no objection) for that purposes in advance. For details, please refer to the paragraph (h) of the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance. If I/we do not wish my/our personal data for use in such direct marketing purpose, I/we may exercise my/our opt-out right by notifying the Bank in writing.
7. I/We understand that the Bank bears no liability or responsibility to me/us for any consequences (including liability to a third party) directly or indirectly arising out of or in connection with:
 - a. failure, non-performance or delay in providing any service caused by the delay, failure or breakdown of communication network or by the occurrence of any events beyond the control of the Bank or the

telecommunication company, or my/our partial or total failure to use the Service;

- b. any leakage of message or information relating to me/us by any telecommunication company, Internet service provider, equipment, device or intermediary through which instruction or information passes; and
 - c. any cost, expense, loss or damage arising from or occasioned by (a) any such inaccuracy, error, delay or omission, (b) non-performance, or (c) interruption in any such data, information or message, due either to any negligent act or to any "force majeure" (e.g. flood, extraordinary weather condition, earthquake, fire, war, insurrection, riot, labor dispute, accident, action of government, power failure, equipment, software or communication lines' failure or malfunction) or any other cause not within the control of the Bank or telecommunication company.
8. In case of any inconsistency between the English version and the Chinese version of these terms and conditions, the English version shall prevail.

「易傳訊」服務之客戶聲明

重要提示：請細閱以下資料，藉以確定華僑銀行「易傳訊」服務是否適合閣下。

客戶聲明

1. 本人／吾等同意華僑銀行（香港）有限公司（「銀行」）以不時指定方式，向本人／吾等登記並記錄所指定藉以取用「易傳訊」服務（「本服務」）之流動電話（或其他電訊設備）之號碼及／或電郵地址及／或其他詳情（如有者），而本服務受本客戶聲明及華僑銀行（香港）有限公司投資賬戶條款及章則約束。儘管有前文所述規定，本人／吾等亦知悉及同意即使本服務一旦正式生效，銀行仍有權以其認為合適的其他方式提供本服務，而毋須事前通知本人／吾等，亦毋須本人／吾等同意。
2. 本人／吾等明白及知悉在通訊傳遞中可能出現錯誤、延誤、不全或偏差的訊息，而任何根據本服務而接收之訊息純屬資料及參考性質，在任何情況下，均不能視為有關事項之確證。本人／吾等承認除有明顯錯誤外，銀行的記錄是有關服務的最終證明。
3. 本人／吾等同意及明白，銀行可不時訂定、修改、擴展、縮減或更改本服務之服務範圍及作為提供傳訊服務之一般通訊設備種類。
4. 本人／吾等同意並接受銀行有權要求本人／吾等繳付提供本服務有關之費用及收費，及在不少於三十天通知下調整有關費用及收費。而銀行亦有權在不給予通知及理由之情況下，隨時暫停或終止本服務。此外，本人／吾等確定，所有向本人／吾等提供通訊服務之任何費用、收費及支出，概由本人／吾等自行負責。
5. 本人／吾等授權銀行向服務供應者披露銀行所發送之訊息，以及服務供應者為提供本服務所必須具備有關本人／吾等之個人資料。而銀行亦有權監錄本人／吾等與銀行往來之有關訊息內容。
6. 本人／吾等同意及明白，銀行可就有關服務不定時透過流動電話及／或互聯網傳遞有關市場及推廣之訊息及資料，惟銀行須為此等用途獲得本人／吾等的書面同意（包括表示不反對）。詳情請參閱《關於個人資料（私隱）條例的客戶及其他個別人士通知》之第(h)段。假若本人／吾等不希望其個人資料被用作有關直接促銷之用途，本人／吾等可以書面通知銀行行使其選擇權拒絕促銷。
7. 本人／吾等了解及同意銀行不會為以下直接或間接所引起或與以下有關連之後果向客戶或任何第三方承擔任何法律責任或其他責任：
 - a. 由通訊網絡之延誤、故障或中斷，或任何發佈數據之一方無法控制之原因所引致之服務故障、失誤或延誤，或客戶完全或局部不能使用電子提示服務；
 - b. 與客戶有關之訊息或資料在透過電訊公司、互聯網服務供應者、設備、裝置或中介人之傳送而被洩漏；及
 - c. 因下列事情引起之成本、費用、損失或損害：(i)任何數據、資料或訊息之偏差、錯誤、延遲或遺漏，或(ii)未履行，或(iii)因發佈數據之一方之行為或疏失，或因「無法預測之事故」（如：水災、惡劣氣候、地震或其他天災、火災、戰爭、叛亂、騷動、罷工、意外、政府決策、停電、通訊、設備或軟件故障等），或任何發佈數據之一方無法控制之原因造成任何數據、資料或訊息干擾。
8. 此乃中文譯本，一切以英文版本為準。

「易传讯」服务之客户声明

重要提示：请细阅以下资料，藉以确定华侨银行「易传讯」服务是否适合阁下。

客户声明

1. 本人/吾等同意华侨银行（香港）有限公司（「银行」）以不时指定方式，向本人/吾等登记并记录所指定藉以取用「易传讯」服务（「本服务」）之流动电话（或其他电讯设备）之号码及/或电邮地址及/或其他详情（如有者），而本服务受本客户声明及华侨银行（香港）有限公司投资账户条款及章则约束。尽管有前文所述规定，本人/吾等亦知悉及同意即使本服务一旦正式生效，银行仍有权以其认为合适的其他方式提供本服务，而毋须事前通知本人/吾等，亦毋须本人/吾等同意。
2. 本人/吾等明白及知悉在通讯传递中可能出现错误、延误、不全或偏差的讯息，而任何根据本服务而接收之讯息纯属资料及参考性质，在任何情况下，均不能视为有关事项之确证。本人/吾等承认除有明显错误外，银行的记录是有关服务的最终证明。
3. 本人/吾等同意及明白，银行可不时订定、修改、扩展、缩减或更改本服务之服务范围及作为提供传讯服务之一般通讯设备种类。
4. 本人/吾等同意并接受银行有权要求本人/吾等缴付提供本服务有关之费用及收费，及在不少于三十天通知下调整有关费用及收费。而银行亦有权在不给予通知及理由之情况下，随时暂停或终止本服务。此外，本人/吾等确定，所有向本人/吾等提供通讯服务之任何费用、收费及支出，概由本人/吾等自行负责。
5. 本人/吾等授权银行向服务供应者披露银行所发送之讯息，以及服务供应者为提供本服务所必须具备有关本人/吾等之个人资料。而银行亦有权监录本人/吾等与银行往来之有关讯息内容。
6. 本人/吾等同意及明白，银行可就有关服务不定时透过流动电话及/或互联网传递有关市场及推广之讯息及资料，惟银行须为此等用途获得本人/吾等的书面同意（包括表示不反对）。详情请参阅《关于个人资料（私隐）条例的客户及其他个别人士通知》之第（h）段。假若本人/吾等不希望其个人资料被用作有关直接促销之用途，本人/吾等可以书面通知银行行使其选择权拒绝促销。
7. 本人/吾等了解及同意银行不会为以下直接或间接所引起或与以下有关连之后果向客户或任何第三方承担任何法律责任或其他责任：
 - a. 由通讯网络的延误、故障或中断，或任何发布数据之一方无法控制之原因所引致之服务故障、失误或延误，或客户完全或局部不能使用电子提示服务；
 - b. 与客户有关的信息或数据在通过电讯公司、互联网服务供应者、设备、设备或中介人之传送而被泄漏；及
 - c. 因下行事情引起之成本、费用、损失或损害：（i）任何数据、资料或信息的偏差、错误、延迟或遗漏，或（ii）未履行，或（iii）因发布数据之一方之行为或疏失，或因「无法预测之事故」（如：水灾、恶劣气候、地震或其他天灾、火灾、战争、叛乱、骚动、罢工、意外、政府决策、停电、通讯、设备或软件故障等），或任何发布数据之一方无法控制之原因造成任何数据、数据或消息干扰。

此乃中文译本，一切以英文版本为准。