

Terms and Conditions for e-Statement Service

1. The Customer agrees that by enrolling for and using the e-Statement Service (the "Service") provided by East Asia Securities Company Limited (the "Company"), the Customer will receive the daily and monthly statements of the registered account(s) in electronic form from the Company that is available for viewing online (the "e-statement") and accepts and agrees to be bound by the terms and conditions governing the Service as stipulated herein.
2. The Customer authorises the Company to stop printing and sending physical daily and monthly statements of the registered account(s) to the Customer.
3. The Customer confirms that he/she understands and accepts the risks associated with the Service, including but not limited to the following:
 - (i) internet and email services may be subject to certain IT risks and disruption;
 - (ii) the Customer may incur additional costs for using the Service;
 - (iii) email will be the Customer's only notice that e-statement has been posted on the Company's website, and the Customer should check his/her designated email address regularly for such notice;
 - (iv) revocation of consent to the provision of e-statement by access through websites will be subject to the giving of advance notice by the Customer according to the specific requirements given by the Company from time to time;
 - (v) the Company is entitled to levy reasonable charges for the Customer's requisition of obtaining a hard copy of any e-statement that is no longer available for access and downloading through the Company's website;
 - (vi) interruption, transmission failure or delay due to the traffic of Internet or other electronic channels;
 - (vii) incomplete or incorrect data transmission;
 - (viii) information downloaded from the Internet which may be inaccurate or altered or incomplete or tampered; and
 - (ix) damages caused to the computer software or hardware of users for using the Service caused by virus transmission from, or technical defects of, websites.
4. The Customer shall acquire appropriate computer equipment and software, internet access and a specific designated email address for using the Service.
5. The Customer agrees that the Company 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 Company's control or anticipation.
6. The Customer agrees that the Company is entitled to levy fee and charges against the Customer to cover cost and expenses arising out of running and operation of the Service.
7. The Customer agrees that the Company may, without any liability and disclosing any reason, have the absolute discretion from time to time to terminate the Service. The Customer understands and acknowledges that in the event of the unavailability of the Service or any part thereof for whatever reason (whether or not within the control of the Company), the Company shall not be liable for any liabilities as arisen from such incidents.
8. The Customer shall give a prior notification, according to the specific requirements given by the Company from time to time, informing the Company to terminate or update any changes on the Service for the registered account(s) of the Customer.
9. The Customer shall notify the Company in advance upon any change of his/her designated email address.
10. The Customer shall promptly examine each e-statement of registered account(s) upon receiving the email notice from the Company to ensure that 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 the Customer or any other persons (the "Error") are detected and reported to the Company without delay. The Customer agrees that e-statement of the registered account(s) shall, as



between the Company and the Customer, be conclusive evidence as to the balance shown therein and the transaction(s) conducted and that the e-statement of the registered account(s) shall be binding upon the Customer and the Customer shall be deemed to have agreed to waive the Customer's rights to raise objections or pursue any remedies against the Company in respect thereof unless the Customer informs the Company in writing of any such Error within 2 weeks after the issuance of the email notification of such e-statement to the Customer by the Company.

11. The Customer agrees and understands that the Company will retain the daily and monthly statements of the Customer's registered account(s) at its website for a period of 120 days and 2 years respectively (or such other period as prescribed by the Company from time to time); and the Customer shall download and/or print the e-statement for future reference if necessary.
12. The Customer shall indemnify and keep the Company indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on a full indemnity basis) whatsoever and howsoever caused (unless due to gross negligence or wilful misconduct on the part of the Company) that may arise to be incurred by the Company in providing the Service to the Customer, whether or not arising from or in connection with and including but not limited to (a) the Customer's improper use of the Service; and (b) any damage to the computer hardware, devices, facilities or software as a result of accessing and/or using the Service.
13. No person other than the Customer or the Company 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.
14. 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.
15. Should there be any discrepancy between the English and the Chinese versions of these Terms and Conditions, the English version shall apply and prevail.