

December 2024

Amendment to the Bank’s “Terms and Conditions for e-Statement & e-Advice Service”

To provide better and more efficient banking services to customers, Public Bank (Hong Kong) Limited (the “Bank”) has reviewed its products and services consistently and will made necessary amendments to relevant terms and conditions. Please be informed that **with effect from 9 December 2024** (the “Effective Date”), the Bank’s “Terms and Conditions for e-Statement & e-Advice Service” (“Terms and Conditions”) will be amended. Please refer to enclosed Terms and Conditions for details.

Thank you for your support over the years and the Bank will continue to provide you quality services. If you do not accept any of the above amendments, you are required to notify the Bank of your objection in writing before the Effective Date of the amendment. Continuing to use the services after the Effective Date will be regarded as your acceptance of all of the above amendments.

Should you have any queries, please call our Customer Hotline at (852) 8107 0818 during office hours.

Public Bank (Hong Kong) Limited

Terms and Conditions for e-Statement & e-Advice Service

Definition

1. Unless otherwise stated, the terms: -

“**Bank**” shall mean Public Bank (Hong Kong) Limited and its successors and assigns;

“**Hong Kong**” shall mean the Hong Kong Special Administrative Region;

“**PBHK Digi**” shall mean PBHK Digi Mobile Application;

“**e-Statement**” shall mean a statement issued or made available by the Bank from time to time in electronic form;

“**e-Advice**” shall mean an advice issued or made available by the Bank from time to time in electronic form;

“**Service**” means the e-Statement and e-Advice service which the Bank may provide pursuant to these Terms and Conditions; and

“**User**” shall mean any customers of the Bank who access or use Net Banking or PBHK Digi, and enroll for and use the e-Statement ~~&~~and/or e-Advice Service provided by the Bank.

Scope of e-Statement & e-Advice Service

2. The Bank has the right to specify or vary the scope and extent of (or otherwise discontinue ~~e-Statement & e-Advice Service~~) the ~~e-Statement & e-Advice Service~~ and its features from time to time without prior notice.

3. The Bank has the right to stop providing the User with ~~e-Statement & e-Advice~~the Service (or provide limited ~~e-Statement & e-Advice Service~~) without prior notice in order to comply with restrictions under applicable laws or regulations or internal policies relating to such restrictions, without being liable to the User.

Governing Terms and Conditions

4. The Bank’s provision and the User’s use of the ~~e-Statement & e-Advice Service~~ are governed by these ~~T&C~~Terms and Conditions.

5. By using (which includes enrolling for) the ~~e-Statement & e-Advice Service~~, the User is deemed to have read, understood and accepted these ~~T&C~~Terms and Conditions and agreed to be bound by them.



Provision and use of the Service

6. The User ~~should have~~shall maintain a valid and activated Net Banking account ~~of~~with the Bank. The User shall be responsible for providing ~~to~~ the Bank a valid and updated email address and/or Hong Kong mobile phone number ~~by~~through which the Bank may send notification messages to the User. The User undertakes to immediately notify the Bank ~~in the method~~through the means as may from time to time be prescribed by the Bank of any changes to the email address and/or Hong Kong mobile phone number provided to the Bank.
7. To enable the User to use the Service, the User has to ~~have~~maintain the internet service provided by an internet service provider and have in hand appropriate ~~telecommunications~~ ~~equipment~~ and computer software capable of receiving and reading the e-Advices, e-Statements and, ~~if applicable,~~ notification messages. It is the sole responsibility of the User to maintain the aforesaid and to bear all fees, charges and expenses in securing such services and facilities to receive the Service.
8. The User's failure to perform the acts in clauses (6) and (7) above may result in the Bank's inability to provide the Service to the User, for which the Bank shall not be liable.
9. ~~Each~~The e-Statement/e-Advice will be provided ~~by placing it in~~ the User's Net Banking account.
10. Where an e-Statement/e-Advice is placed in the Net Banking account, the Bank has no obligation but may at its absolute discretion notify the User that the latest e-Statement/e-advice ~~has been made~~is available. The Bank may notify the User by sending a message to the User's mobile phone number or email address (or both) on the Bank's record. Such notification messages, ~~if sent by the Bank,~~ will only be sent once by the Bank. Once the notification is sent, the proper notice shall be deemed to have been validly given by the Bank. It is the sole responsibility of the User to check the email ~~address~~ and/or mobile phone regularly for such notification messages.
11. Unless the Bank decides otherwise and subject to Clauses 12 and 13, where the Bank has provided an e-Statement/e-Advice to User in accordance with Clause 9, the Bank ~~will~~is not under any obligation to provide the corresponding statement / advice (as the case may be) in paper form to the User.
12. The Bank may at ~~our~~its own discretion but ~~are~~is not obliged to provide, at the User's request, the corresponding statement / advice in paper form after sending an e-Statement/e-Advice. The Bank has the right to charge a fee for providing the corresponding statement / advice in paper form to the User.



13. The User agrees to carefully review, in a timely manner, all e-Statement/e-Advice provided to the User. The User is responsible for regularly checking the Net Banking account for e-Statement/e-Advice. The User agrees to advise the Bank promptly of any error, omission, discrepancy, unauthorized 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.
14. The User should notify the Bank of any ~~alleged~~ error, omission, discrepancy, unauthorized debit or irregularity shown in an e-Statement within 7 days after the Bank issues it ~~by~~ the e-Statement/e-Advice through the means set out in Clause 9 (where the e-Statement is a securities confirmation note) or within 90 days after the Bank issues it ~~by~~ through the means set out in Clause 9 (where the e-Statement is consolidated statement or monthly statement of securities account or statement of securities account). If the Bank does not receive any such notice from the User within the specified period, (i) the e-Statement will be considered as correct, conclusive and binding on the User, and (ii) the User will be considered to have waived any right to raise any objection or pursue any remedies against the Bank in relation to that e-Statement.
15. The User understands that an e-Statement/e-Advice placed in the Net Banking account will only be available for a limited period as determined by the Bank from time to time. ~~User has his/her~~ It is the User's own duty to download and save an electronic copy of the e-Statement/e-Advice in his/her on the User's computer or other device or print a hard copy of the e-Statement/e-Advice for future reference before it is deleted from the Bank's system.
16. An e-Statement/e-Advice placed in the User's Net Banking account will be considered as having been delivered to the User at the time it is placed in the User's Net Banking account according to ~~our~~ the Bank's record.
17. The Bank may ~~use any person for supporting~~ retain third party(ies) to provide support for the Service, including ~~any~~ telecommunications service provider(s) and/or other independent service provider(s). That person is not the Bank's agent or nominee and the Bank has no co-operation, partnership, joint venture or other relationship with it. The Bank is not liable for any action, claim, loss, damage or liability of any nature which the User may suffer or incur arising from or in connection with any act or omission of ~~that~~ such person.
18. The User should not regard any information or communication contained in an e-Statement/e-Advice 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 the User in such jurisdiction.

19. The User confirms that all information provided to the Bank for the purposes of or in connection with the Service is complete, accurate and up-to-date at all relevant times. The User agrees to notify the Bank promptly (by such means ~~accepted~~ acceptable to by the Bank) of any change in the information.
20. Where an account is in the name of two or more persons, or a service or product is provided to two or more persons, by using (including enrolling in) the Service: (a) any of those persons may access the Service singly even if they have specified to ~~us~~ the Bank a different signing arrangement for the account or service or product, and (b) each of those persons will be bound by these ~~T&C~~ Terms and Conditions.

Security

21. The User understands and accepts all possible risks involved in how e-Statement/e-Advice is provided. Such risks may include ~~that the~~ e-Statement/e-Advice ~~may be being~~ intercepted, monitored, amended, tampered with or disclosed to other parties without the User's authorization.
22. The User is responsible for the security of the User's own telecommunications equipment. The User must take all reasonable precautions to prevent ~~anyone else~~ third party(ies) from accessing any confidential information including the e-Statement/e-Advice sent to the User's telecommunications equipment.
23. The User should never respond to a request to provide the password, account, security details or personal data, even if the request appears to be from the Bank. The Bank will never make such a request.
24. The User should never provide the User's account or personal data on screen following a website address or hyperlink from an e-Statement/e-Advice. All website addresses and hyperlinks ~~authorized~~ provided by or referred to by the Bank are for the User's information only and the Bank will not require the User to provide data in ~~that~~ such manner.
25. The User must notify the Bank promptly and in such manner as the Bank may ~~accept~~ prescribe from time to time if the User fails to receive, access or view any e-Statement/e-Advice, or there is any delay in or any other problem with receiving, accessing or viewing any e-Statement/e-Advice from the Bank.
26. The User must inform the Bank as soon as reasonably practicable and in such manner as the Bank may ~~accept~~ prescribe from time to time of any matter which may affect the Bank's provision of or use of the Service. These matters include the following (or any of them):
- a) if the User knows or suspects that any person knows the User's password or Net Banking account log in credentials;



- b) if the User knows or suspects that any person has, without the User's authorization, accessed the User's Net Banking account, email address, e-Statement/e-Advice or any telecommunications equipment for receiving e-Statement/e-Advice;
- c) if the User changes the email address registered with the Bank;
- d) if the User's 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, website hyperlink or the User's Net Banking account appears to be irregular.

Liability

- 27. Neither the Bank, nor any of the telecommunications companies designated by the Bank (if any) for the purposes of providing the Service shall assume any liability or responsibility for any failure or delay in providing the Service or any error or failure in the e-Statement/e-Advice unless this results from gross negligence or willful default on the part of the Bank, or such telecommunications companies.
- 28. The Bank is not liable for any loss, cost or damage of any kind incurred or suffered by the User as a result of any interruption, delay or failure (whether total or partial) in providing the Service to the User to the extent that it is attributable to any cause or circumstance ~~that is~~ beyond the Bank's reasonable control.

Fees and charges

- 29. The Bank has the right to charge fees and charges relating to the Service by giving the User reasonable notice.
- 30. The User authorizes the Bank to debit any fees, charges or expenses relating to the Service from the User's Accounts without ~~further~~ notice to the User.

Termination or suspension of the Service

- 31. The User may terminate the Service at any time and in such manner ~~accepted as prescribed~~ by the Bank from time to time.
- 32. The Bank has the right to suspend or terminate all or ~~any~~ part of the Service without giving any reason and for any reason without giving any notice.
- 33. The Bank will not assume any liabilities or responsibilities for any ~~such~~ suspension or termination of the Service.
- 34. Without limiting or reducing the effect of Clause 32, the Bank may suspend all or any part of the Service without giving ~~User's any~~ notice and/or reason to the User where the Bank has reason to believe that (i) the security of the User's Net Banking account or email address

sent to the User has been compromised, or (ii) the e-Statement/e-Advice will no longer reach the User at the User's Net Banking account. In that case, until the suspension is lifted, the Bank will send those e-Statement/e-Advice in paper form to the User's mailing address in accordance with the Bank's procedures and fee charges from time to time.

35. Upon suspension or termination of the Service, the Bank will ~~revert back to sending the User's send~~ advices and statements to the User by post in ~~hard-copy~~ paper form to the User's mailing address or any other ~~method~~ means as agreed between the User and the Bank or as permissible under the applicable laws, rules and regulations.

36. Any suspension or termination of the Service does not affect the liabilities and rights between the User and the Bank respectively before the date of suspension or termination.

Governing Law

37. These ~~T&C~~ Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and the User agrees to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

Amendment

38. Any or all of these ~~T&C~~ Terms and Conditions may be amended or modified by the Bank at its absolute discretion ~~at any time and from time to time~~ by posting the revised version on Net Banking and/or the website of the Bank. The User hereby agrees that the continued usage of User uses the Service after the relevant effective date of such revised Terms and Conditions ~~T&C~~ shall constitute the User's acceptance of such revised Terms and Conditions ~~T&C~~.

No Third Party Rights

39. No person other than the User and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these ~~T&C~~ Terms and Conditions.

Language Version

40. Should there be any inconsistency or conflict between the English and Chinese versions of these ~~T&C~~ Terms and Conditions, the English version shall prevail.