

TERMS AND CONDITIONS FOR SECURITIES eDOCUMENTS SERVICE

Please read through carefully before using the Securities eDocuments Service.

These terms and conditions (a) set out the rights and obligations of you, the Client, and us, the Bank, in connection with your use of the Securities eDocuments Service; and (b) are in addition and without prejudice to the terms and conditions that are applicable to the Eligible Accounts. In the event of conflict, these terms and conditions shall prevail over the terms and conditions governing your use of the Eligible Accounts.

All the terms and conditions herein are legally binding.

1. Use of the Securities eDocuments Service

- 1.1 In order to be eligible for using the Securities eDocuments Service, you must (a) be a holder of an Eligible Account or a person authorized to operate the Eligible Account (as the case may be); and (b) be registered with us to use the Securities eDocuments Service by returning to us a duly completed Securities eDocuments Service subscription form or by such other means as required or accepted by the Bank from time to time and taking all necessary steps that we may advise you to complete the registration process.
- 1.2 Only the principal account holder is eligible for registration of the Securities eDocuments Service for the Securities Account. Upon your registration of the Securities eDocuments Service and verification and acceptance by the Bank, Securities eDocuments shall, be accessible by you for viewing, printing and downloading through Standard Chartered Online Banking provided that you have already registered for Standard Chartered Online Banking. We will no longer send you printed statements, documents or transaction records by post which will be replaced by the Securities eDocuments, save for certain Eligible Accounts as the Bank may be required or determined. If the registered Securities Account is a joint account, both holders of the joint account will be able to access to the Securities eDocuments
- 1.3 Securities eDocuments are accessible through Standard Chartered Online Banking and you must observe at all times the Client Terms when using the Securities eDocuments Service, a copy of which has already been provided to you and copy will be made available to you upon request. The Bank will only send you an electronic mail alert to the Designated Electronic Mail Account when the Securities eDocuments are available for access, view, print and download. You are advised and agree to check the Designated Electronic Mail Account regularly.
- 1.4 You agree that your use, access and/or operation of the Securities eDocuments Service will constitute your agreement to and acceptance of these terms and conditions, the Client Terms as well as your acknowledgement of the inherent risks in accessing, viewing, printing and downloading the Securities eDocuments over the Internet.
- 1.5 By agreeing to be bound by these terms and conditions, you agree that the Securities eDocuments Service will be made available to you on Eligible Accounts that you have with us as indicated on the Securities eDocuments Service subscription form or upon registration for Securities eDocuments Service by such other means and if instructed other Eligible Accounts that you may have with us in the future.
- 1.6 You agree that you are solely responsible for (a) ensuring that Your System is capable of accessing, viewing, printing and downloading the Securities eDocuments and (b) checking the Designated Electronic Mail Account and/or Standard Chartered Online Banking for the Securities eDocuments and/or electronic mails in relation to your use of the Securities eDocuments Service.

2. Client's Responsibilities for Security

- 2.1 You acknowledge that electronic mails sent by us are not encrypted; and the use of and transmission of information via electronic mail and/or the Internet cannot be guaranteed to be secure; and information transmitted may be susceptible to errors, Viruses, delay, interception, modification or amendment by unauthorised persons. You therefore agree to take all reasonably practicable measures to ensure that Your System is adequately secure and adopt and maintain the security procedures or measures stipulated or recommended by the Bank from time to time in relation to your use, access and/or operation of the Securities eDocuments Service.
- 2.2 You must not allow anyone else to use, access and/or operate the Securities eDocuments Service on your behalf.
- 2.3 You must never respond to a request purportedly from us to provide your account, security details or Personal Data by electronic mail as the Bank will never make such a request. For the avoidance of doubt, all website hyperlinks authorized by the Bank will be for information only and will not require the inputting of your account or security details or Personal Data. You agree to inform the Bank as soon as possible if any electronic mail or website hyperlink appears to be irregular.
- 2.4 You must not leave Your System unattended while you are on-line or accessing the Securities eDocuments Service.
- 2.5 When using, accessing and/or operating the Securities eDocuments Service, you must ensure that Your System is not connected to a local area network (or LAN) (such as an office environment) without first making sure there is cyber security, including but not limited to no one else being able to observe or copy, trace or track your access or obtain access to the Securities eDocuments Service on your behalf.
- 2.6 You are required to keep all login IDs and/or passwords which you use for the Securities eDocuments Service secret at all times (including without limitation those for accessing the Designated Electronic Mail Account and/or the Tele-Electronic Banking Services). We shall not be liable for any loss and/or damage you sustain as a result of you sharing your login IDs and/or passwords with other persons or entities, or allowing other persons or entities to use the Securities eDocuments Service registered by you, or by reason of any unauthorised access to your Securities eDocuments Service.
- 2.7 You are also required to check all Securities eDocuments for any unauthorised transactions. If you become aware of any unauthorised transaction on any of the Securities eDocuments, you shall notify the Bank as soon as reasonably practicable, but in any event no later than the stipulated applicable time period specified in the relevant Securities eDocuments for purposes of raising any query that you may have in connection with the transactions shown on the Securities eDocuments. For the avoidance of doubt, any applicable time periods within which you must notify us of any unauthorized transaction(s) shall begin on the statement date printed on the relevant Securities eDocuments regardless of when you access or open the Securities eDocuments.
- 2.8 You are required to inform the Bank as soon as practicable upon any change in the Designated Electronic Mail Account. We shall not be liable for any loss and/or damage you sustain in connection with any delay or failure in identifying or discovering any unauthorised transactions for non-receipt of the Securities eDocument as a result of you failing to inform us of such change.
- 2.9 You are advised to save an electronic copy of any Securities eDocuments that is made available on Standard Chartered Online Banking from time to time in Your System or your computer device or print a hard copy for future reference.

- 3.1 In connection with our provision of the Securities eDocuments Service, we will take reasonably practicable steps to ensure that our systems are installed with adequate security designs and to control and manage the risks in operating the systems by taking into account any laws, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to us from time to time.
- 3.2 To the extent permitted by the laws of Hong Kong, we disclaim any implied representation or warranty (a) as to the title, fitness for a particular purpose, merchantability, accuracy, completeness or standard of quality of the Securities eDocuments Service; and (b) that the Securities eDocuments Service or your use thereof will be uninterrupted, error-free, virus-free, or reliable. Notwithstanding the foregoing, nothing in this Clause seeks to avoid liability for fraudulent misrepresentation.
- 3.3 To the extent permitted by the laws of Hong Kong and without prejudice to Clauses 2.6 and 2.8, we will not be liable for any loss and damage to you as a result of making available to you the Securities eDocuments Service (including without limitation any indirect, consequential or special loss or damage) even if the Bank shall have been advised of the same unless such loss or damage is directly caused by our gross negligence or our wilful default. Examples of circumstances in which we will not be liable to you for loss or damage resulting to you through the use of the Securities eDocuments Service include (but are not limited to):
 - 3.3.1 any incompatibility between Your System and the Securities eDocuments Service for the purposes of using, accessing and/or operating the Securities eDocuments Service; and
 - 3.3.2 any misuse of Your System by you or anyone else; and
 - 3.3.3 any damage to or loss of data from any computer system (including without limitation Your System) or device with which you use, access and/or operate the Securities eDocuments Service suffered by you arising from your use of the Securities eDocuments Service; and
 - 3.3.4 any access to information about you, the Eligible Accounts and/or Securities eDocuments which is obtained by a third party as a result of your using the Securities eDocuments Service; and
 - 3.3.5 any machine, system or communications breakdown, interruption, malfunction or failure; industrial dispute; failure or fault of any Internet or electronic mail service providers, telecommunications or any other service providers or operators, or their respective agents and subcontractors; or other circumstances that are beyond our control which leads to the delay in the delivery of the Securities eDocuments or delay in the delivery of any information and/or data made available under the Securities eDocuments Service, or disruption or suspension of the Securities eDocuments Service (whether partially or wholly), or to the non-receipt, interception of or unauthorised access to the Securities eDocuments or any information and/or data made available under the Securities eDocuments Service; and
 - 3.3.6 any delay or failure to send, transmit, receive, confirm or acknowledge any electronic mail, SMS messages, security codes, passwords, or anything available under the Securities eDocuments Service, or any error or incompleteness of any information or data available under the Securities eDocuments Service; and
 - 3.3.7 for any errors, Viruses, delay, inaccuracy, losses, damages whatsoever arising from or in connection with your use of the Securities eDocuments Service (including but not limited to any interception, modification or amendment, disruption, interruption, delay or inaccuracy of emails or Internet transmission or other communication equipment or facilities); and
 - 3.3.8 any services through which you access the Securities eDocuments Service or by which you obtain a password or other security codes that are not controlled by us, or for any loss you may suffer as a result of you using such a service.

3.4 Nothing contained in this Clause 3 shall restrict the Bank's liability for death or personal injury resulting from any act, omission or negligence of the Bank or its officers, agents, employees or sub-contractors.

4. Your Liability towards the Bank

- 4.1 You shall compensate and indemnify us for all losses, damages, costs or expenses (including legal and other professional advisors' fees) which are of reasonable amount and reasonably incurred by us in connection with your breach and/or our enforcement against you of these terms and conditions.
- 4.2 You will indemnify us and keep us indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on an indemnity basis) which are of reasonable amount whatsoever and howsoever caused (save and except any direct loss or damages caused by gross negligence or wilful misconduct on the part of us) that may arise to be reasonably incurred by us in providing the Securities eDocuments Service to you, whether or not arising from or in connection with and including but not limited to (a) your improper use of the Securities eDocuments Service; or (b) any damage to Your System (or other computer hardware, devices, facilities or software).

5. Termination of Securities eDocuments Service

- 5.1 The Bank may, without any liability and disclosing any reason, suspend or terminate the Securities eDocuments Service rendered to you at its sole discretion forthwith upon giving you a written notice including without limitation by electronic mail to the Designated Electronic Mail Account.
- 5.2 You may suspend or terminate the Securities eDocuments Service at any time by completing a form designated by us or by such other means as accepted or required by the Bank from time to time.
- 5.3 Any termination or suspension of the Securities eDocuments Service is without prejudice to and shall not affect the liabilities and rights which have accrued between you and the Bank prior to the date of suspension or termination.
- 5.4 All indemnities, restrictions and obligations on your part contained in these terms and conditions shall survive termination of the Securities eDocuments Service.

6. Amendment

- 6.1 The Bank reserves the right to amend, add or delete at any time these terms and conditions as well as the scope or features of the Securities eDocuments Service by giving reasonable prior notice in writing to you and such notice may be made in such manner and by such means of communication as the Bank shall deem fit, including, without limitation, use of direct mailing material, advertisement, website display or electronic communications such as electronic mail. You acknowledge and agree that you shall observe and comply with any such amendment, addition and/or deletion when using, accessing and/or operating the Securities eDocuments Service.

7. Personal Data

- 7.1 The Personal Data collected by us in connection with the provision of the Securities eDocuments Service to you will be used by us for the purpose of performing our obligations under these terms and conditions and other purposes arising out of and in connection with

our provision of the Securities eDocuments Service. You agree that all Personal Data relating to a person collected by the Bank from time to time may be used and disclosed for such purposes and to such persons (whether the recipient is located in Hong Kong or another country, or in a country that does not offer the same level of data protection in Hong Kong) in accordance with the Bank's policies on use and disclosure of personal data. Such policies are set out in statements, circulars, terms and conditions or notices made available by the Bank to you from time to time. The collected data may be (i) used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance), and (ii) disclosed (by way of bank references or otherwise) to any financial institution with which you have or propose to have dealings to enable such financial institution to conduct credit checks on you.

8. Communication

- 8.1 You acknowledge that electronic mail is not a completely reliable or secure method of communication and you must not use it for sending us notices in connection with these terms and conditions as well as any other communication that is in its nature sensitive or confidential.
- 8.2 Unless otherwise provided for herein, if we need to send you a notice, we will use the address you have most recently given us and on our records in connection with your bank accounts.

9. Validity of these Terms and Conditions

- 9.1 Any part of these terms and conditions which is invalid for any reason in any jurisdiction shall be ineffective only to the extent of such invalidity, and shall not affect the validity of the remaining provisions hereof or the validity of such provision in any other jurisdiction.
- 9.2 If any term of these terms and conditions is unenforceable against any Client, such non-enforceability shall not in any way affect the enforceability of that term against other Clients.

10. Waiver

- 10.1 No forbearance, neglect or waiver by the Bank in the enforcement of any of these terms and conditions shall prejudice its rights thereafter to strictly enforce the same. A single exercise or partial exercise of any power or right by the Bank does not preclude further exercises of that power or right or the exercise of any other power or right.

11. Language

- 11.1 These terms and conditions are available in both English and Chinese versions. The English version shall prevail in the event of any discrepancy between the two versions.

12. Governing Law and Jurisdiction

- 12.1 These terms and conditions are governed by the laws of Hong Kong. The parties agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

13. Definitions

13.1 In these terms and conditions, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

"Bank" / "we" / "us" / "our" means Standard Chartered Bank (Hong Kong) Limited and all other entities in the Standard Chartered Bank group in respect of which the Securities eDocuments Service will be available;

"Client" / "you" / "your" means any client of the Bank who has applied for subscription to the Securities eDocuments Service and whose application has been accepted by the Bank;

"Client Terms" means the terms and conditions entitled as such and a copy of is available at <https://av.sc.com/hk/content/docs/client-terms.pdf>;

"Designated Electronic Mail Account" means the electronic mail account specified by you on the Securities eDocuments Service subscription form or upon registration for Securities eDocuments Service by such other means and in the absence of such details, any electronic mail account you provided in connection with your use of the Bank's services, or such other electronic mail account which you may designate to the Bank from time to time for purposes of receiving electronic mails in relation to your use of the Securities eDocuments Service , as the case may be;

"Eligible Account(s)" means the credit card account(s) held by the Client with the Bank and/or any other applicable accounts, including but not limited to savings, current, fixed deposit, loan or other accounts as determined by the Bank to be eligible for the Securities eDocuments Service;

"Securities eDocuments" means the Bank's Securities Monthly Statements, Contract Notes, Corporate Action Advices and IPO Advices as determined by the Bank to be included from time to time showing the information in respect of the Eligible Accounts, or any similar documentation provided to the Client via electronic mean(s);

"Securities eDocuments Service" means the service to be provided by the Bank to the Client in accordance with these terms and conditions where Securities eDocuments may be accessed by the Client through the Bank's website;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Personal Data" refers to personal data as defined in the Personal Data (Privacy) Ordinance, Cap. 486 of the Laws of Hong Kong;

"Standard Chartered Online Banking" means the website and/or the internet platform for the provision of the Bank's general online banking services;



"Viruses" means computer viruses or similar device or software including, without limitation, devices commonly known as software bombs, Trojan horses and worms; and

"Your System" means the equipment or device and software programs that are contained on such equipment or device used by you to use, access and/or operate the Securities eDocuments Service.

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