

電子結單/電子通知書服務條款及細則

本條款及細則(「本條款」)適用於任何同意登記申請由南洋商業銀行有限公司(「銀行」)提供的電子結單服務(「本服務」)的客戶。若本條款與適用於本服務或與其有關的條文或規則(如有)有任何分歧,概以本條款為準。請細閱本條款,特別是條款 3 有關透過本服務可獲取的資料範圍及條款 5 有關該等資料的可用時間限制。

1. 在客戶申請本服務前,客戶同意登記使用或確認客戶為銀行網上銀行服務的現有用戶。客戶必須維持網上銀行服務的用戶身份及支付條款 2 所載的費用及收費以獲取本服務。銀行有絕對酌情權拒絕任何有關本服務的登記申請。
2. 客戶同意登記申請及使用本服務,客戶須受本條款約束及須支付銀行就登記申請及使用本服務所訂明的一切費用及收費。
3. 本服務涵蓋的結單包括但不限於綜合月結單、投資綜合月結單、貴金屬及外匯孖展交易賬戶月結單(「月結單」)、投資綜合日結單、貴金屬及外匯孖展交易賬戶日結單(「日結單」)、及銀行任何其他不時決定的證券/貴金屬及外匯孖展結單及/或通知書提示(以上統稱「該等結單」)。
4. 客戶同意,於該等結單所載之結單日期翌日(就日結單而言)或於結單日期 7 日內(就月結單而言)或於銀行發出該等結單日期翌日(「發出日」)(就通知書而言)透過本服務於網上獲取該等結單,即構成銀行已將該等結單發送予客戶。客戶可在每次透過本服務獲發該等結單時於客戶指定的電郵地址收到銀行以電郵發出的訊息,以通知客戶該等結單可供查閱,請於網上銀行檢視銀行現已提供的電子版本文件。客戶會確保於銀行紀錄內的電郵地址更新,以收取有關提示。客戶如已更改指定電郵地址,應在切實可行的範圍內儘快通知銀行。
5. 客戶同意依時查閱該等結單,並接受(i)有關日結單於相關結單日期後 90 日內,(ii)有關通知書在相關通知書發出日後 90 日內,及(iii)有關月結單在涵蓋不多於前 13 個結單期間可供查閱。
6. 客戶收到銀行的電郵提示後,應從速查閱登載於銀行網站的有關該等結單,以確保在切實可行的範圍內盡快發現任何錯漏並向銀行提出指正。
7. 客戶應把交易文件的電子版本儲存於本身的電腦存儲裝置,或備存一份列印本,以作日後參考。
8. 銀行有絕對酌情權更改、撤回或暫停本服務而毋須給予任何理由。客戶確認即使本服務於每日 24 小時可供使用及該等結單須受條款 5 所載之查閱時間限制,本服務之部分或全部可因維修及/或電腦或系統故障或任何非銀行所能控制之事情而於若干時期未能提供。
9. 除非客戶已另行通知銀行,否則任何該等結單將在銀行確認本服務登記生效後停止寄發至客戶於銀行紀錄之郵寄地址。
10. 銀行有權終止客戶就本服務的使用登記,惟銀行須於終止登記前透過本服務或以銀行與客戶一般同意的方式通知客戶。本服務的使用登記一經終止,該等結單將以郵寄方式發送予客戶。
11. 客戶可在給予銀行不少於 30 日事先通知後終止本服務的使用登記。終止服務一般會於銀行收到客戶的通知後 30 日內或於銀行指定的日期生效。本服務的使用登記一經終止,該等結單將以郵寄方式發送予客戶。

12. 銀行概不因客戶未能使用本服務而負上任何責任。客戶同意銀行根據條款 4 透過本服務發送的該等結單，須就各方面而言被視作已履行其在本條款下的一切責任。
13. 銀行須盡一切合理的努力確保本服務的安全，而客戶的該等結單亦只可在客戶的密碼認證後方可查閱。儘管如此，銀行並不保證透過本服務發送的一切資料的安全性及保密性。
14. 本條款受香港特別行政區(「香港」)的法律管限，客戶謹此同意受香港法院的專屬司法管轄權管轄。
15. 本條款的英文版本與中文版本如有任何分歧，概以英文版本為準。
16. 客戶須配備適當的電腦設備和軟件、接達互聯網，及提供和指定一個電郵地址，方可使用本服務。
17. 互聯網及電郵服務可能涉及若干資訊科技風險及出現中斷。
18. 客戶或招致額外費用方可使用本服務。
19. 就本服務下已提供電子結單或通知書，電郵將會是客戶獲通知交易文件已上載銀行網站的唯一途徑，故客戶應定期查看其指定電郵地址以收取有關通知。
20. 同意使用本服務之客戶如欲撤銷同意，須按照銀行的合理要求給予銀行事先通知。
21. 客戶如要取得不可再透過銀行網站取覽及下載的任何電子結單或通知書的列印本，或須繳付合理費用。



Terms and Conditions for e-Statement/e-Advice service

These terms and conditions (the “Conditions”) apply to any customer who agrees to subscribe the e-Statement service (the “Service”) offered by Nanyang Commercial Bank Limited (“the Bank”). If there is any inconsistency between these Conditions and the provision or rules (if any) relevant or applicable to the Service, these Conditions shall prevail over the provisions or rules. Please read them carefully, particularly Condition 3 on the scope of information available through the Service and Condition 5 on the limited availability of such information.

1. Before the customer may apply for the Service, he/she agrees to subscribe or confirm that he/she is a current subscriber of the Bank’s internet banking service. The customer must remain as a subscriber of the internet banking service and pay the fees and charges referred to in Condition 2 in order to receive the Service. The Bank has the absolute discretion to reject any request for subscription of the Service.
2. The customer agrees that by subscribing and using the Service, he/she is bound by these Conditions and to pay all fees and charges which the Bank may prescribe for the subscription and use of the Service.
3. The statements to be covered by the Service include but are not limited to consolidated statement, investment consolidated monthly statement, monthly statement of precious metal and FX margin trading account (the “monthly statements”), investment consolidated daily statement, daily statement of precious metal and FX margin trading account (the “daily statements”) and any other securities / Precious Metal and FX Margin statements and/or advice which the Bank may determine from time to time (collectively, the “Statements”).
4. The customer accepts that the availability of the Statements online through the Service on the day after the statement date (in the case of daily statements) or within seven (7) days of the statement date (in the case of monthly statements) stated in the Statements or the day after issuance (the “issuing date”) of the Advice by the Bank in physical form (in the case of Advices) shall constitute delivery of the Statements by the Bank to the customer. The customer may receive a message from the Bank issued by e-mail to his/her designated e-mail address each time a Statement has been delivered through the Service which informs the customer the availability of the Statement(s). Please visit the Bank’s internet banking to check the existing type of e-Statement/e-Advice provided by the Bank. The customer will keep his/her email address in the Bank’s record updated in order to receive such email reminder. The customer should inform the Bank as soon as practicable upon a change in the designated email address.
5. The customer agrees to read the Statements in a timely manner and accept that (i) the daily statements are available for ninety (90) days after the relevant statement date, (ii) the Advices are available for ninety (90) days after the issuing date of the relevant Advice, and (iii) the monthly statements for a period covering no longer than the previous thirteen (13) statement cycles.

6. The customer should promptly review the relevant Statements posted on the Bank's website upon receiving the email reminder from the Bank to ensure reporting to the bank as soon as practicable for any errors detected.
7. The customer should save an electronic copy in his/her own computer storage or print a hard copy of the Statements for future reference.
8. The Bank shall have the absolute discretion to modify, withdraw or suspend the Service without giving any reason. The customer acknowledges that although the Service is available for twenty-four (24) hours daily and the Statements are subject to the availability period referred to in Condition 5, part or all of the Service may not be available at certain times due to maintenance and/or computer or network failure or any causes beyond the Bank's control.
9. Unless the customer has informed the Bank otherwise, the physical form of the Statements will cease to be sent to the customer's mailing address in the Bank's record upon the Bank's confirmation that the subscription of the Service has come into effect.
10. The Bank shall have the right to terminate his/her subscription of the Service provided that prior to termination, the Bank shall inform the customer by notice delivered through the Service or by means which are agreed between the Bank and the customer generally. Upon termination of the subscription of the Service, physical form of the Statements shall be delivered to the customer by mail.
11. The customer may terminate the subscription of the Service by giving you prior notice of no less than thirty (30) days. Termination of the Service will generally take place within thirty (30) days of the Bank's receipt of The customer's termination notice or otherwise on a date to be specified by the Bank. Upon termination of the subscription of the Service, physical form of the Statements shall be delivered to the customer by mail.
12. The Bank shall not be liable if the customer is not able to access the Service. The customer agrees that delivery of the Statements through the Service in accordance with Condition 4 shall for all purposes be deemed to have discharged all the Bank's obligations under these Conditions.
13. The Bank shall use reasonable effort to ensure that the Service is secure and the customer's Statements are accessible by authentication of the customer's password only but notwithstanding that, the Bank does not warrant the security and confidentiality of all information delivered through the Service.
14. These Conditions are governed by the law of the Hong Kong Special Administrative Region (the "HKSAR") and The customer hereby agrees to submit to the exclusive jurisdictions of the HKSAR courts.
15. In the event of any inconsistency or discrepancy between the English version and Chinese version of these Conditions, the former shall prevail.
16. Appropriate computer equipment and software, internet access and a specific email address provided and designated by the customer is required for using the Service.
17. Internet and email services may be subject to certain IT risks and disruption.
18. The customer may incur additional costs for using the Service.
19. For those advices or statements that are supported by the Service, email will be the customer's only notice that these documents have been posted on the Bank's website, and The customer should check his/her designated email address regularly for such notice.

20. Revocation of consent to the Service will be subject to the giving of such prior notice to the Bank by the customer as the Bank may reasonably require.
21. The customer may be required to pay a reasonable charge for obtaining a hard copy of any e-Statement/e-Advice that is no longer available for access and downloading through the Bank's website.