

星展银行电子回单与电子平台服务条款及细则

- 1) 星展银行电子回单与电子平台服务是指星展银行(中国)有限公司(以下简称“银行”)根据客户的申请(i)向客户指定的电子邮箱地址发送回单、通知书、日结单和综合月结单(统称“电子回单服务”)及/或(ii)银行接受客户通过其指定的电子邮箱地址与银行办理电子银企对帐等业务(统称“电子平台服务”)以及其他银行不时规定受本条款及细则规制的其他相关服务,以下统称“本服务”。
- 2) 除非客户另行申请,否则,客户申请本服务则视为客户同意银行停止向客户寄送任何通过本服务项下发送的文件或信息的纸质版,包括但不限于,纸质的回单、通知书、日结单和综合月结单等文件或信息。
- 3) 客户确认完全了解并接受本服务所涉及的一切风险(包括但不限于本服务项下银行或客户发送的任何文件或电子邮件被拦截、监视、延迟、修改、破坏、通讯中断、网络故障等风险),客户确认自行承担因本服务而产生的任何风险和损失,包括客户及客户的收款方的风险和损失。银行不承担因本服务造成的任何直接、间接或连带风险、损失或损害的赔偿责任,除非是该等直接损失或损害是由于银行的故意或重大过失造成。在任何情况下,银行不承担客户因电子邮件或删除银行外的其他任何一方(比如网络服务提供商,电子邮件系统提供方)存在的风险而产生的任何直接、间接或连带损失。
- 4) 客户确认并同意,为保障账户安全,若其账户在半年内未能实现与银行的有效对账,银行有权暂停与客户账户有关的任何交易或事项,直至完成有效对账后方可恢复正常账户使用。
- 5) 客户必须自行负责其在本服务项下接收和传输的文件、信息、客户指定的电子邮箱及客户自有设备的保密、妥善保管和使用。如客户未能遵守本条款及细则中的任何条款,以及银行不时发出的其他安全指引或建议,或其他非因银行原因而导致保密资料遭未经授权使用或披露,银行不承担任何责任。
- 6) 客户承诺就银行因提供本服务而遭受或承担的任何性质或原因的直接或间接损失、追索、诉讼、成本和费用向银行作出全额赔偿。
- 7) 银行将通过客户在本服务相关申请书中指定的电子邮箱向客户发送或接收客户发送的本服务项下的文件或信息,任何显示为客户指定的电子邮箱发送的文件或信息均将被视为由客户发送。银行记录显示已经成功发送至客户指定的任一电子邮箱的电子邮件(包括该电子邮件的全部内容及其附件),将被视为已成功送达客户,客户应妥善保管。
- 8) 客户对于本服务的开立、更改、暂停和/或终止/取消的申请须银行确认同意客户的申请并妥为记录后方可生效,且对客户开立在银行的所有账户均生效。
- 9) 银行可不时修改有关本服务的适用范围、使用方式等,并随时决定暂停或终止本服务,而毋须事先通知客户或取得客户的同意。
- 10) 客户通过本服务向银行提供的任何文件或信息应符合银行规定的格式。如客户提供的电子文件或信息不完整、文件受损或其他非银行的原因使得银行无法访问、打开或使用该等文件或信息,银行可(但无义务)联系客户重新提交或提交原始文件。
- 11) 客户承诺其通过本服务向银行提供的任何文件或信息均合法、真实、完整、清晰,与原始文件一致,且不得违规重复使用电子文件。客户具备发送、储存电子文件的技术条件。
- 12) 银行保留在本银行认为必要时就本服务征收费用的权利,银行经公告该等费用后,如客户继续使用本服务,则视为客户同意支付相关费用。
- 13) 本条款及细则可由银行不时进行修订(包括但不限于根据法律法规的要求而进行修订),而毋须事先通知客户或取得客户的同意。
- 14) 本条款及细则受中华人民共和国法律管辖。
- 15) 本条款及细则以中英文版本不一致的,以中文为准。

DBS E-ADVICE SERVICES AND E-CHANNEL SERVICES TERMS AND CONDITIONS

- 1) E-advice services and E-channel services refer to services provided by DBS Bank (China) Limited (hereinafter referred as the "Bank") according to the customer's application: (i) Send the Advice, Notification, Daily Statement and Monthly Statement to the designated E-mail address by the Customer ("E-advice services") and/ or (ii) The Bank accepts the Customer to perform the Rolling Account electronic confirmation through designated Email address by the Customer ("E-channel services") and other related services that governed by these Terms and Conditions that stipulated by the Bank from time to time, hereinafter collectively referred as the "Service".
- 2) Unless the Customer applies otherwise, subscription of the Service will be deemed as the Customer has agreed the Bank stop to send any documents or information in hard copy that will be send through the Service including but not limited to the hard copies of Advice, Notification, Daily Statement, Monthly Statement and other documents and information.
- 3) The Customer confirms that it fully understands and accepts all possible risks involved in using the Service, including, without limitation, the risk of any documents or e-mail sent by the Bank or the Customer being intercepted, monitored, delayed, amended, destroyed or the risk of interrupted communication or network failure. The Customer confirms to bear all risk and loss caused by the Service, including the risk and loss of both the Customer and its beneficiaries. The Bank bear no liabilities whatsoever for any direct, indirect or consequential loss or damage, unless such loss or damage is directly and solely caused by the Bank's gross negligence or willful misconduct. Under no situation that the Bank will be liable for any direct, indirect or consequential loss of the Customer caused by the risk existed in email or any other parties except for the Bank. (such as the internet service provider, the email system provider).
- 4) The Customer agrees that the Bank reserves the right to suspend any transaction or any matter relating to customer account if the Customer failed to complete the rolling account reconciliation within 6 months. To ensure the security of customer account, the normal account usage will not be resumed until the rolling account reconciliation is fully completed.
- 5) The Customer should be responsible for the proper use, safe custody and security of its designated email address and electronic equipment used to receive and transfer documents and information under the Service. The Bank shall not be liable for any disclosure or unauthorized use of confidential information if the Customer has not complied with any items as stipulated in these Terms and Conditions as well as any other security guidelines or recommendation as may be issued by the Bank from time to time or other reasons that are not caused by the Bank.
- 6) The Customer undertakes to indemnify the Bank in full amount against all direct and indirect loss, claims, actions, costs and expenses of whatever nature that may result from or which the Bank may sustain or suffer as a result of its provision of the Service.
- 7) The Bank shall send or receive documents or information to or from the Customer through the e-mail designated in the related application from the Customer under the Service. All the documents and information shown as sending from the E-mail designated by the Customer shall be regarded as sent by the Customer itself. All emails (including all the content and intact attachment), according to the Bank's record, shown successfully sent shall be deemed to reach the Customer. The Customer should save the emails carefully.
- 8) The Customer's application of subscription, amendment, suspension, and/or termination/cancellation of the Service shall not take effect until the Bank confirms and properly records and shall apply to all the accounts held by the Customer with the Bank.
- 9) The Bank may from time to time amend the scope and usage method of the Service, and may suspend or terminate the Service at any time without prior notice to the Customer or consent from the Customer.
- 10) The Customer undertakes that all documents or information provided by the Customer through the Service shall comply with the form regulated by the Bank. If the electronic documents or information provided by the Customer is incomplete, or the documents are damaged or any other reason which is not caused by the Bank that make the Bank not able to access, open or use such documents or information, the Bank may (but under no obligation) contact the Customer to re-submit or submit the original documents.
- 11) The Customer confirms that any documents or information sent to the Bank through the Service is legal, complete, clear and complies with the original copy and the Customer shall not reuse the electronic documents or information illegally and it has the technical condition to send and save electronic documents.
- 12) The Bank shall reserve the right to charge for the Service as it deems necessary. In the event that after the Service fee is publically announced by the Bank, the Customer continues using the Service, it shall be regarded as that the Customer agrees to pay related fee.
- 13) These Terms and Conditions may be revised by the Bank from time to time (including but not limited to revising according to laws and regulations) without prior notice to the Customer or consent from the Customer.
- 14) These Terms and Conditions shall be governed by the laws of the People's Republic of China.
- 15) If there is any discrepancy between the Chinese version and English version of these Terms and Conditions, the Chinese version shall prevail.