

# 客戶重要通知

## Important Notice to Customers



### 更改「電子賬單服務條款和條件」通知

本行將於 2017 年 4 月修訂「電子賬單服務條款和條件」（簡稱「條款和條件」）的條文。

#### A. 條款和條件主要更新的摘要

已修訂的條款和條件旨在：

- 令條款和條件適用於本行透過流動應用程式軟件向客戶提供的電子賬單服務；
- 使本行給予客戶合理通知後，電子賬單服務條款和條件的任何修改及增補隨即生效，該等通知可在銀行網站上張貼或以本行認為適當的該等其他實物或電子方式發出，若客戶在更改的條款和條件生效日或之後繼續使用電子賬單服務，該通知即對客戶構成約束力；
- 使條文涵義更清晰。

新增條文及完整修訂請參閱 B 部分。

#### B. 條款和條件內新增或已修訂的條文(新加內容已劃上底線，移除內容已被劃掉)：

原有項目號碼	修訂或新增項目號碼	修訂內容
N/A	不變	請注意，本行提供的電子賬單服務將受以下條款和條件(“ <u>本條款和條件</u> ”)及本行“ <u>戶口及有關服務的條款和條件</u> ”的附件四(電子理財服務的條款和條件)之條款所管轄，除本條款和條件另有界定外，本條款及細則的定義與“ <u>戶口及有關服務的條款和條件</u> ”的附件四(電子理財服務的條款和條件)之條款所界定者相同。
1	不變	本行獲得閣下的授權和指示，透過中國建設銀行(亞洲)之網上銀行(“ <u>網上銀行</u> ”)服務(其定義請參閱“ <u>戶口及有關服務的條款和條件</u> ”的附件四(電子理財服務的條款和條件)) (以下簡稱“ <u>網上銀行</u> ”)，將本行不時發出及提供有關閣下在本行戶口的賬單以電子方式提供予閣下取覽或使用(“ <u>電子賬單</u> ”)。
4	不變	...閣下同意並承諾就閣下使用本服務而招致的任何損失、損害或開支，包括但不限於對閣下的資料、軟件、電腦、電訊設備或其他設備造成的任何損失或損害，閣下不會要求本行負責或承擔任何責任，除非此等損失、損害或開支乃完全並直接由本行的嚴重疏忽或蓄意違責所造成。

# 客戶重要通知

## Important Notice to Customers



10	不變	如上述此條款及條件與本行“戶口及有關服務的條款和條件”的附件四（電子理財服務的條款和條件）有任何抵觸或衝突，則以上述此條款及條件為準。如英文版本和中文版本有任何差異，則以英文版本為準。
N/A	11	<b>新增以下第 11 條：</b> <u>本行可於任何時間及不時修訂本條款及條件及 / 或加入附加條款及條件。銀行給予閣下合理通知後，本條款及條件的任何修改及增補隨即生效，該等通知可在銀行網站上張貼或以本行認為適當的該等其他實物或電子方式發出，若閣下在修訂或增補條款及條件生效日或之後繼續持有或使用電子賬單服務，該通知即對閣下構成約束力。</u>

客戶可聯絡分行職員索取上述條款和條件之完整修訂本。客戶除可經分行查詢詳情，亦可致電客戶服務熱線277 95533了解。

**本行會於2017年3月中旬通知客戶上述更改條款和條件的生效日。**若客戶於生效日或之後繼續使用電子賬單服務，上述更改將對客戶具有約束力。倘客戶不接受上述修訂，客戶有權於生效日前根據條款和條件中列明的有關條款終止電子賬單服務，請致電客戶服務熱線通知本行以作安排。

本通知之中英文文本如有歧異，概以英文本為準。

# 客戶重要通知

## Important Notice to Customers



### Notice of Amendments to eSTATEMENT SERVICE TERMS AND CONDITIONS

Please be informed that eSTATEMENT SERVICE TERMS AND CONDITIONS (the "Terms and Conditions") will be amended in April, 2017 as set out below:

#### A. Summary of the key changes to the Terms and Conditions

The Terms and Conditions are amended:

- to make the Terms & Conditions applicable to the eStatement Service provided by the Bank via mobile application software as may be designated by the Bank from time to time;
- to the effect that any revision or addition to provisions in the Terms and Conditions shall become effective subject to the Bank giving reasonable notice to customers which may be given by posting it on the Bank's website or by such other physical or electronic means as the Bank thinks fit, and shall be binding on customers if they continue to use the eStatement Service on or after the effective date of the revised Terms and Conditions.
- to enhance clarity of the meaning of the provisions.

Please refer to Part B for full details of the newly added provisions and amendments.

#### B. New provisions and amendments to the Terms and Conditions (additions are underlined and deletions are crossed out):

Original Clause number	Amended or New clause number	Amendment(s)
N/A	No change	Please note that the eStatement Service offered by the Bank is subject to the following terms and conditions (" <u>Terms and Conditions</u> "), in addition to Schedule 4 (Terms and Conditions for Electronic Banking Services) <del>of</del> <u>to</u> the "Terms and Conditions for Accounts and Related Services". <u>Unless otherwise defined herein, capitalized terms used in these Terms and Conditions shall have the same meaning as used in Schedule 4 (Terms and Conditions for Electronic Banking Services) to the "Terms and Conditions for Accounts and Related Services":</u>

# 客戶重要通知

## Important Notice to Customers



1	No change	The Bank has your authority and instructions to make available through China Construction Bank (Asia) Online Banking Services (the "Online Banking" for definition, please refer to Schedule 4 (Terms and Conditions for Electronic Banking Services) to the "Terms and Conditions for Accounts and Related Services" <del>for definition</del> ) (hereinafter called "Online Banking") such bank statements issued or provided by the Bank from time to time relating to your bank account(s) in electronic form for your access or use (the "eStatements", each referred to as an "eStatement").
4	No change	... You agree and undertake not to hold the Bank liable or in any way responsible for any loss, damages or expenses that you shall incur, including, without limitation, any loss or damage caused to your data, software, computer, telecommunications equipment or other equipment in connection with your use of the eStatement Service unless they are caused solely and directly by the gross negligence or wilful default of the Bank.
9	No change	For joint account holders, the Bank is authorized to provide the eStatement to the designated <del>Account</del> account holder(s) in accordance with the prior instructions given in relation to paper statement and the eStatements will be deemed to have been sent to each and all of account holders accordingly.
10	No change	If there is any inconsistency between <del>the these</del> Terms and Conditions <del>set out above</del> and Schedule 4 (Terms and Conditions for Electronic Banking Services) <del>of to</del> the "Terms and Conditions for Accounts and Related Services", <del>the these</del> Terms and Conditions <del>as set out above</del> shall prevail. If there is any discrepancy between the English version and Chinese version, the English version shall prevail.
N/A	11	<b>Add the following new clause 11:</b> <u>The Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time. Any revision or addition to these Terms and Conditions shall become effective subject to the Bank giving reasonable notice to you which may be given by posting it on the Website or by such other physical or electronic means as the Bank thinks fit, and shall be binding on you if you continue to maintain or use the eStatement Service on or after the effective date of the revision or addition.</u>

# 客戶重要通知

## Important Notice to Customers



Customers may contact our branch staff for a copy of the full version of the revised Terms and Conditions. For enquiries, please contact any of our branch staff or call Customer Service Hotline at 277 95533.

**We will notify customers of the effective date of the revised Terms and Conditions in mid-March, 2017.** The above amendments shall be binding on customers if they continue to use our eStatement Service on or after the effective date. If customers decline to accept the above amendments, they have the right to terminate their eStatement Service in accordance with the existing Terms and Conditions before the effective date. Should customers wish to terminate their eStatement Service, please notify us through the Customer Service Hotline.

The English version of this notice shall prevail if there is any discrepancy between the English and Chinese versions.