

客戶重要通知

Important Notice to Customers



更改「投資電子結單服務條款和條件」通知

本行將於 2017 年 4 月修訂「投資電子結單服務條款和條件」（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結單服務；
- 使本行給予客戶合理通知後，電子結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結單服務，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	<p>請注意，中國建設銀行（亞洲）股份有限公司（“本行”）提供的電子結單服務（在下文定義），除受“網上銀行服務的條款及條件”、“投資服務之條款和條件”、“投資服務之風險披露聲明”、“網上證券交易服務一般條款及條件”以及閣下與本行不時約定的任何其他有關網上銀行服務或網上證券買賣交易服務的條款和條件的約束外（如適用），須受以下述電子結單服務條款與條件的約束。</p> <p>新增以下定義：</p> <p><u>「電腦系統」指進入網上銀行服務所需之電腦設備、流動裝置、其他設備或裝置及所有連接或裝載其內之硬件、軟件、應用程式及數據裝置。</u></p> <p><u>「銀行流動應用程式」指銀行不時指定的流動應用程式軟件。</u></p>

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		<p><u>「網上銀行服務」指銀行透過銀行網站及/或銀行流動應用程式向客戶提供的服務，客戶可使用電腦系統向銀行取得資料或數據及/或發出指示，包括但不限於透過銀行進行交易。</u></p> <p><u>「銀行網站」指 www.asia.ccb.com 或由銀行不時主辦之其他網站。</u></p>
1	不變	本行獲得閣下授權和指示，可通過本行之網上銀行服務（“網上銀行”）不時以電子形式就閣下的指定投資賬戶發出或提供的證券買賣結單（“電子結單”）以供閣下取覽或使用（“電子結單服務”）。
2	不變	閣下確認並同意，本行將在符合一切適用法律、法規和規則且本行不時認為適當的期間內在網上銀行服務保存電子結單，供閣下取覽或使用。
4	不變	閣下理解並接受，使用電子結單服務需要有適當的電腦設備和軟件電腦系統、互聯網連線及閣下提供並指定的特定電郵地址，而且閣下有責任確保上述各項達到使用電子結單服務的最低軟件/硬件要求。...
5	不變	儘管本行會合理地盡力確保電子結單可及時讓閣下於網上銀行服務查閱，但網上數據傳遞可能令有關之上載延誤。...因此，電子結單之發出日期與電子結單可於網上銀行服務以供取覽的日期之間可能有延遲。
6	不變	...閣下如索取已不再可通過網上銀行服務取覽和下載的任何電子結單的副本，則可能需要支付合理的費用。...
6(a)	不變	就閣下向本行索取已不再可通過網上銀行服務取覽和下載的任何電子結單的副本而收取的費用；或
7	不變	閣下理解並接受，電子郵件（及由本行訂明的其他渠道）是本行通知閣下電子結單已上載並可通過網上銀行服務取覽時發出的唯一通知。閣下同意，本行通過電子郵件發送至閣下指定的電郵地址（閣下不時通知本行的電郵地址）的所有通知，應視為已正式發出、送達並由閣下收妥。閣下亦同意電子結單發佈在網上銀行服務後即視為已正式提供給閣下。...在通過本行辦理任何交易和事務後，閣下有責任並應通過網上銀行服務取覽電子結單。...
8	不變	閣下理解並接受，要撤銷對提供電子結單服務的同意（“終止服務”），閣下需向本行發出（本行認為合理要求的）事先終止服務通知。終止服務後，通過網上銀行服務上傳的所有過往電子

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		結單，可能將於本行停止向閣下提供電子結單服務時被移除。...閣下承認，電子結單服務是通過網上銀行服務提供的，因此，如果閣下的網上銀行服務被終止及/或者就電子結單服務登記的特定投資賬戶已被關閉終止，則電子結單服務將被立即終止。
10	不變	...閣下未將指定電郵地址的任何變更通知本行，將導致閣下無法從本行收到電子結單已上載並可通過網上銀行服務閱覽的通知。
12	不變	閣下同意，在收到本行發出的可於網上銀行服務閱覽電子結單通知時，應儘快審核電子結單，以確保在實際可行的情況下辨認錯誤並將任何錯誤儘快通知本行。...
16	不變	...所有聯名戶口持有人成功註冊電子結單服務時，其即能通過其網上銀行服務賬戶閱覽電子結單。
21	不變	如上文所載的電子結單服務條款和“網上銀行服務的條款及條件”、“投資服務之條款和條件”、“投資服務之風險披露聲明”、“網上證券交易服務一般條款及條件”、閣下與本行不時約定的任何其他有關網上銀行服務或網上證券買賣交易服務的條款和條件之間有任何抵觸或歧異之處，則就電子結單服務而言，應以上文所載的電子結單服務條款與條件為準。...
N/A	22	新增以下第 22 條： <u>本行可於任何時間及不時修訂投資電子結單服務條款和條件及/或加入附加條款及條件。本行給予閣下合理通知後，投資電子結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結單服務，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結單服務，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結單服務，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。

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Notice of Amendments to Investment eStatement Service Terms & Conditions

Please be informed that Investment eStatement Service Terms & 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 and 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 customers 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	<p>Add the following new clauses:</p> <p><u>"Computer System" means the computer equipment, mobile devices, other equipment or devices, and all hardware, software, application and modem connected to or contained in it which is required to access the Online Banking Services.</u></p> <p><u>"Mobile App" means such mobile application software as may be designated by the Bank from time to time.</u></p>

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		<p><u>"Online Banking Services"</u> means the services rendered by the Bank via the Website and/or Mobile App which enable the Customer to obtain information or data from the Bank and/or give instruction to the Bank including but not limited to effecting transactions through the Bank by the use of the Computer System.</p> <p><u>"Website"</u> means www.asia.ccb.com or such other website(s) as the Bank may from time to time host.</p>
1	No Change	The Bank has your authority and instructions to make available through China Construction Bank (Asia) Online Banking (the "Online Banking") the Bank's <u>Online Banking Services</u> such securities trading statements (the "eStatements", each referred to as an "eStatement") issued or provided by the Bank from time to time relating to your specified investment account(s) in electronic form for your access or use (the "eStatement Service").
2	No Change	You acknowledge and agree that the Bank will maintain the eStatements on the Online Banking <u>Services</u> for your access or use for such period in accordance with all applicable laws, regulations and rules and as the Bank may consider appropriate from time to time.
4	No Change	You understand and accept that appropriate computer equipment and software <u>Computer System</u> , internet access and a specific email address provided and designated by you are required for using the eStatement Service, and it is your responsibility to ensure the same meet the minimum software / hardware requirements for using the eStatement Service....
5	No Change	Although the Bank will use reasonable endeavours to ensure that the eStatements will be made available on the Online Banking <u>Services</u> in a timely fashion, there may be a time lag in transmission of data online. You understand and accept that the eStatement Service (including email notices) and Online Banking <u>Services</u> are subject to (and may suffer failure or delay in processing and/or transmitting orders, communications or information as a result of) certain information technology risks and disruption, including interruption, failure of hardware or

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		software, errors, transmission blackout, delayed transmission due to online traffic or incorrect data transmission due to the public nature of the internet, market volume or volatility, system failure or upgrades or maintenance or for other reasons. Accordingly, there may be time lag between the date of issuance of an eStatement and the date on which the same is made available at the Online Banking <u>Services</u> .
6	No Change	... You may also be required to pay a reasonable charge for obtaining a copy of any eStatement that is no longer available for access and downloading through the Online Banking <u>Services</u> ...
6(a)	No Change	the Bank for obtaining a copy of any eStatement that is no longer available for access and downloading through the Online Banking <u>Services</u> ; or
7	No Change	You understand and accept that email (and any other channel(s) specified by the Bank) will be the only notice issued by the Bank to inform you that eStatements have been posted and are available through the Online Banking <u>Services</u> You further agree that the eStatements posted on the Online Banking <u>Services</u> shall be deemed duly provided to you.... You are also responsible for accessing and should access to the eStatements through the Online Banking <u>Services</u> after any transaction conducted through the Bank
8	No Change	... Upon opting out, all historical eStatements posted through the Online Banking <u>Services</u> may be removed upon the Bank ceasing to provide the eStatement Service to you... You acknowledge that the eStatement Service is provided through the Online Banking <u>Services</u> and will be terminated immediately in the event that your Online Banking <u>services Services</u> are terminated and/or the specified investment account registered with the eStatement Service has been closed.
10	No Change	... Your failure to notify the Bank of any change in your designated email address will result in your inability to receive notice from the Bank that eStatements have been posted and are available through the Online Banking <u>Services</u> .
12	No Change	You agree to promptly examine the eStatements upon receiving notice from the Bank that the eStatements are available for viewing through the Online Banking <u>Services</u> , to ensure that any

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		errors are detected and reported to the Bank as soon as practicable....
16	No Change	... Upon successful registration for the eStatement Service by all joint account holders, all joint account holders will be able to view the eStatement via their own Online Banking <u>Services</u> accounts.
21	No Change	If there is any inconsistency between the eStatement Service Terms and Conditions set out above, “Terms and Conditions for Online Banking Services”, “Terms and Conditions for Investment Services”, “Risk Disclosure Statements for Investment Services”, “Terms and Conditions in relation to Online Securities Trading Services” and any other terms and conditions related to online banking services <u>Online Banking Services</u> or online securities trading services as agreed between you and the Bank from time to time, the eStatement Service Terms and Conditions as set out above shall prevail in respect of the eStatement Service....
N/A	22	Add the following new clause 22: <u>The Bank may revise the Investment eStatement Service Terms & Conditions and/or introduce additional terms and conditions at any time and from time to time. Any revision or addition to Investment eStatement Service Terms & 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 the you continues to maintain or use the eStatement Service on or after the effective date of the revision or addition.</u>

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

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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.