

Terms and Conditions for the BCOM MPF IVRS/Internet Services

Please read the “Terms and Conditions for the BCOM MPF IVRS/Internet Services” (“Terms and Conditions”) carefully before applying for and/or using the services in BCOM MPF IVRS/Internet Services (“the Services”) provided by Bank of Communications Trustee Limited (“the Company”). Upon applying for and/or using the Services, you are deemed to have accepted the Terms and Conditions and will be bound by them.

The Company has the right to determine and vary from time to time the scope and type of the Services to be made available including but not limited to:

- expanding, modifying, reducing or suspending the Services at any time;
- altering the presentation, content and functionality of the Services;
- imposing and changing the restrictions on the use of the Services; and/or
- prescribing and varying the service hours during which the Services are available and cut-off time for any type of the Services or transactions.

Use of the Services

- Only general MPF account enquiry services and information of the Company’s MPF scheme will be provided by the Services if you have not applied for/registered any particular scope and type of the Services as identified by the Company.

Scheme Number, Login ID and/or the Password

- If you have not applied for/registered any particular scope and type of the Services, your password for the first entry of the Services has been pre-set as the first 6 digits of your HKID or Passport Number.
- A password for the Services will be issued to you after you are successfully applied for any particular scope and type of the Services. The password of the first entry of the Services is the same. Please keep your password secret and destroy the original printed copy of the password immediately.
- When accessing the Services for the first time, you are required to change your password. For security reason, you are advised to change your password every 30 days.
- Please be alerted that unauthorized parties may use your Scheme Number, Login ID and/or the Password for illegal purposes. You are advised to contact the Company immediately by any means or else you may bear all responsibilities



associated to the unauthorized use of the Services.

- None of the employees, agents or representatives of the Company or of any company or organization associated with the Company shall accept your appointment to operate the Services for and on your behalf.
- If you have lost your password, you may use the Company's prescribed form to request re-setting of your password by the Company. The prescribed form is available from any sub-branch of Bank of Communications or directly from the Company.

Customer's Instructions

- Any instruction received after cut-off time (the Company will notify the customer from time to time) of the business day or received on a non-business day shall be deemed to be received on the next business day.
- You are responsible to check the completeness and accuracy of the information in your instructions or service requests and you may print out such instructions or requests for your own record. You are also responsible to check any transaction details that have been effected. Should you find any abnormal transactions, please contact the Company immediately.
- If the Company receives more than one instruction from you in respect of different transactions whether by one or more means (e.g. through the websites and by post) on the same day, the Company has sole discretion to determine the priority in dealing with such instructions. In such event, there may be some delay in executing such instruction or instructions and the Company shall not be liable for any direct, indirect, special or consequential loss or damages arising from such delay.
- If the Company receives instructions from you which the Company believe in good faith to be conflicting with each other, the Company shall have the sole discretion not to proceed, for such period as the Company determines in its discretion, with any of such instructions. During such period, the Company will try to seek clarification from you in respect of the conflicting instructions.
- You will receive a "Transaction Reference Number" when transaction confirmed successfully. Kindly contact the Company if no "Transaction Reference Number" received or the transaction unconfirmed.

Personal Information

- In addition to carrying out your instructions to the Company or facilitating the



process of your application for use of the Services provided by the Company, information so collected from you may also be used for purposes set out in the Company's "Notice to Clients relating to the Personal Data (Privacy) Ordinance".

Information

- While every care has been taken in preparing the information and materials contained in the Services, such information and materials are provided "as is" without warranty of any kind either expressed or implied. In particular, no warranty regarding non-infringement, security, accuracy, fitness for a particular purpose or freedom from computer virus is given in conjunction with such information and materials. All liability of the Company howsoever arising (whether in contract, tort or negligence) from any such inaccuracies or errors is expressly excluded.

Liability of the Company

- In the absence of wilful misconduct or negligence by the Company, the Company shall not be liable for any loss or damage (direct or otherwise) suffered by you or any other person as a result of:
 - (a) the withdrawal or suspension of any transaction of you or for any failure to effect or execute any instruction or order from you where it is attributable, either directly or indirectly, to any circumstances or events outside the control of the Company; and/or
 - (b) any mechanical, electronic or other failure, malfunction, interruption, inaccuracy or inadequacy of the Company's telecommunication and computer system or other equipment or its installation or operation; any incomplete or erroneous transmission of any instruction or order from you or any error in the execution of any such instruction or order nor for any delay, loss (including loss of profit or any economic loss), expenses or damages whatsoever incurred or suffered by you as a result thereof; and/or
 - (c) any delay, interruption or suspension howsoever caused by any third party, including but not limited to service providers or equipment suppliers, which interferes with, affects or disrupts the performance of the Company.

Amendments

- The Company may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time. Any revision and/or



addition to these Terms and Conditions shall become effective subject to the Company giving reasonable notice to you which may be given by posting it on the interactive website or by display, advertisement or other means as the Company thinks fit, and shall be binding on you if you maintain or use the Services on or after the effective date of variation.

Governing Law and Jurisdiction

- The Services and Terms and Conditions shall be governed by and construed in accordance with the laws of the HKSAR.

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