

Terms and Conditions for E-Delivery of Statements and Advices Service

1. General

These Terms and Conditions apply to the E-Invoices Service. Customer who has registered for the Service should read them carefully and agree to be bound by them.

2. Definition

In these Terms and Conditions, references to:

“**Bank**” means Dalian Pulandian HSBC Rural Bank Company Limited.

“**Service**” means the E-Invoices service provided by the Bank under these Terms and Conditions.

“**E-Invoice**” means the VAT electronic invoices sent to the registered customer by the Bank in e-mail form under the Service.

“**Customer**” means the companies or other organizations which opened accounts with the Bank.

“**Account**” means any types of account opened by the Customer with the Bank.

“**Secure E-Mail Password**” means a secure password assigned to the Customer for opening encrypted e-mails containing E-Invoices.

“**Terminal Equipment**” means Customer’s computer or other electronic equipment, used to receive E-Invoices from the Bank.

“**Software**” means necessary program or software installed on the Customer’s Terminal Equipment to receive, open, browse, print or download the e-mail of E-Invoices from the Bank.

3. Service Scope

- a) The Bank may from time to time determine or specify or amend the scope and details of the Service and/or stipulations under these Terms and Conditions and may modify, expand or reduce the relevant Service at any time without prior notice to or consent from the Customer.
- b) If the Bank gives a notice of a change as mentioned in Clause 3a, such notice may be made in such manner and by such means of communication as the Bank deems fit in its sole discretion.

4. Use of the Service

- a) Once the Customer has registered for the Service, the Bank will, subject to verification and approval, send the encrypted e-mail with required E-Invoices to designated e-mail address as specified by the Customer.
- b) The Bank will use registered-mail to send the Secure E-mail Password to the Customer at the correspondence address retained with the Bank. Customers use such password to open the e-mail of E-Invoices.
- c) Customers should have appropriate Terminal Equipment, Software and Internet Explorer browser, to receive, open, browse, print and download relevant e-mails.
- d) Customer may apply to change Service type, e-mail address or Secure E-Mail Password or terminate the Service provided that such instructions must be made in a manner acceptable to the Bank.
- e) Customer warrants that all the information provided to the Bank, in connection with, or for the purpose of the Service, is accurate and complete. The Customer will undertake to notify the Bank promptly in writing of any changes.
- f) All e-mails, shown successfully sent according to the Bank’s record shall be deemed to reach the Customer. The Customer should file E-Invoices carefully and they will not be resent by the Bank. If, in the Bank’s opinion, the e-mail sent to the registered e-mail address has failed to reach the Customer, the Bank may in its sole discretion cease to send the E-Invoices and/or all other E-Invoices in the future. The Bank may dispose of the said E-Invoices as it shall decide including, without limitation, to delete or remove the same from its system and record.
- g) Customer undertakes to indemnify the Bank against all actions, claims, demands, liabilities, loss, damages, costs and expenses of whatever nature that may result or which the Bank may sustain, suffer or incur as a result of its provision of the Service.

5. Security

- a) Customer confirms that it independently and fully understands, acknowledges and accepts all possible risks involved in using the Service including, without limitation, the risk of E-Invoices being intercepted, monitored, delayed, amended, destroyed or the risk of being sent or disclosed to other parties without the Customer’s authorization, and so forth.
- b) Customer should be responsible for the proper use, safe custody and security of its Secure E-Mail Password, E-Invoices, and registered e-mail and Terminal Equipment, and shall take all reasonable precautions to prevent any unauthorized access to, or malicious use of E-Invoices, Secure E-Mail Password or any other confidential information about the customer.
- c) The e-mail of E-Invoices sent by the Bank is one-way only and Customer should not directly reply any e-mail purported to have been sent by the Bank.
- d) Customer should never respond to any request purportedly from the Bank via the Service or any other e-mail to provide any account number or security details as the Bank will never make such a request under any situation.
- e) Customer should never click or attempt to connect any hyperlink as instructed or displayed in an e-mail purported to have been sent by the Bank and should not input/provide any details of the Customer including, without limitation, account numbers or security details etc. The Bank will never make such a request under any situation.
- f) The e-mail address used by the Bank for the purpose of sending emails in respect of the Service has been listed and displayed in the relevant application forms. Customer should check, verify and authenticate any e-mail received by it including, without limitation, the sender address or website, to verify whether all such emails have been sent by the Bank. The Bank may from time to time change such e-mail address without prior notice to or consent from the Customer. If the Bank makes such a change, it will notify the Customer in a proper manner.
- g) Customer must inform the Bank immediately of all matters which may have an impact on, or otherwise affect, the provision or customer use of the Service including, without limitation, unusual circumstance in respect of any e-mail, or the Customer suspects that someone knows the Secure E-mail Password or has unauthorized access to, or use of, the Customer’s Terminal Equipment or registered e-mail that may cause disclosure of the E-Invoices, Secure E-Mail Password or any other confidential information about the Customer, and so forth.

6. Liability

- a) Due to the nature of the Service, the Bank bear no liabilities whatsoever for any direct, indirect or consequential loss or damage caused to the Customer’s data, software, computer, Terminal Equipment or other equipment as a result of the Customer’s use of the Service, unless such loss or damage is directly and solely caused by the Bank’s gross negligence or willful misconduct. Under any situation, the Bank will not be liable for any direct, indirect or consequential loss of the Customer caused by the e-mail’s inherent risks.
- b) The Bank shall not be liable for the Customer’s purported failure or delay in receipt of e-mail of E-Invoices if such e-mail has been deemed to be sent successfully to the Customer according to the Bank’s records.
- c) 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.
- d) The Bank shall not be liable for any losses arising from any reason (including, without limitation, communication or link interruption, software upgrade) caused by any third parties (including telecom, website or software vendor etc).
- e) The Bank shall not be liable for any loss due to any event or circumstance beyond its reasonable control which leads to the Service being wholly or partly unavailable or resulting in any delay or error as a result of force majeure, including, without limitation, telecom breakdown, strike, war etc.

7. Fees and Charges

The Bank reserves the right to, at any time or whenever it deems necessary, impose fees and charges for the Service.

8. Suspension and Termination

- a) Customer may suspend or terminate the Service at any time with notice to the Bank.
- b) The Bank can suspend or terminate all or any part of the Service at any time at the Bank’s absolute discretion without prior notice to or consent from the Customer.
- c) Any suspension or termination of the Service shall not affect the rights, obligations and liabilities which have accrued between the Customer and the Bank prior to the date of suspension or termination of the Service.

9. Miscellaneous

- a) No failure or delay by the Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any other right, power or privilege. Any remedies provided to the Bank herein are not intended to be exclusive of any other remedy and every other remedy given hereunder or now or hereafter existing at laws and regulations
- b) If any provision hereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not affect any other provisions hereof which shall remain in full force, validity and effect.

10. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the People’s Republic of China.

电子账单/通知书服务一般条款

1. 总则

本章则条款适用于电子发票服务。注册使用该服务的客户必须仔细阅读本章则条款并同意受其约束。

2. 定义

下列词语在本条款中定义如下:

- “本行”指大连普兰店汇丰村镇银行有限责任公司。
- “本服务”指本行根据本章则条款提供的电子发票服务。
- “电子发票”指本行以电子邮件的形式发送给注册本服务的客户的增值税电子发票。
- “客户”指在本行开立账户的公司或其它单位。
- “账户”指客户在本行开立的各类账户。
- “电子密码”指本行提供给客户的密码,用来打开载有电子发票的电子邮件。
- “终端设备”指用来接收本行发送的电子发票的客户端计算机或其它电子设备。
- “软件”指客户终端设备上安装的各种软件,用来接收、打开、浏览、打印或下载电子发票的电子邮件。

3. 服务范围

- a) 本行可不时订定或修改有关本服务的范围、细节和/或本章则条款的规定,并可随时及不时更改或增减有关服务,而毋须事先通知客户或取得客户的同意。
- b) 如本行发出以上第3a条所述更改的通知,本行将全权决定该通知的形式。

4. 本服务的使用

- a) 客户一经注册使用本服务,本行将在审核同意后依照客户指定的服务类型,将相关电子发票以加密电子邮件的方式发送到客户指定的电子邮箱。
- b) 本行将以挂信的方式将电子密码寄送到客户登记于本行的通讯地址。客户使用该密码打开电子邮件。
- c) 客户应安装适当的终端设备、软件及互联网设置,用来接收、打开、浏览、打印或下载相关电子邮件。
- d) 客户可以申请更改服务类型、电子邮箱或电子密码或取消本服务,但该等指示须以银行接受的方式作出。
- e) 客户保证,基于本服务或为此向本行提供的所有资料均准确完整。如有任何变更,客户承诺以书面方式尽快通知本行。
- f) 本行记录显示已经成功发送的电子邮件,将被视为已送达客户。客户应妥善保存,本行不会重新发送。如本行认为根据客户向本行提供的电子邮箱而发送的电子邮件未能送达客户,本行可全权酌情决定停止向客户发送电子发票和/或日后一切其他电子发票。本行可自行决定如何处置该等电子发票,包括但不限于将之从本行的系统及记录中删除。
- g) 客户承诺将赔偿本行因提供本服务而造成或导致本行蒙受、承担或招致的任何性质的诉讼、索偿、要求、责任、亏损、损失、成本及开支。

5. 保密

- a) 客户确认其已独立、充分地了解、承认并接受适用本服务可能涉及的一切风险,包括(但不限于)电子发票被拦截、监视、延迟、修改、破坏,或未经客户授权而向他人发送或披露等的风险。
- b) 客户必须负责对其电子邮件密码及/或电子发票、注册电子邮箱及终端设备的妥善使用、保管和保密,并采取一切必要的措施,防止他人未经授权或恶意查阅或使用该等电子发票、电子邮件密码资料或其它有关客户的保密信息。
- c) 本行发出的电子邮件只限单向传送,客户不应回复任何声称由本行发出的该等邮件。
- d) 客户切勿按照声称是由本行通过本服务或任何电子邮件发出的要求而提供客户的账号或密码等资料。无论在何种情况下,本行都不会提出此等要求。
- e) 客户切勿点击或试图连接声称是由本行发出的电子邮件所指示(或显示)的网站链接,及在此链接屏幕上输入/提供客户的任何资料(包括但不限于账号或密码等)。无论在何种情况下,本行都不会提出此等要求。
- f) 本行就本服务发出电子邮件的地址已列示在相关申请表格中,客户应对收到的电子邮件进行检查、验证及核实。包括但不限于发件人的电子邮件地址或网址,以核实该电子邮件是否确由本行发出。本行可不时更改该电子邮件发送地址,而毋须事先通知客户或取得客户的同意。如本行作出此等更改,本行将以适当的方式通知客户。
- g) 如有任何事宜可能影响本行提供或客户使用本服务,包括但不限于任何电子邮件出现不寻常情况,或客户怀疑电子邮件密码泄露,可能致使他人未经授权擅自查阅或使用客户的终端设备、注册电子邮箱,可能导致客户电子发票、密码资料或客户的其它保密信息泄露等,客户应立即通知本行。

6. 责任

- a) 基于本服务的性质,如客户因使用本服务而对客户的资料、软件、电脑、终端设备或其它设备造成任何直接、间接或连带损失或损害,本行不承担任何责任,除非该损失或损害完全并直接由本行的重大过失或故意恶意行为所造成。在任何情况下,本行不承担客户因电子邮件固有的风险而产生的任何直接、间接或连带损失。
- b) 如客户声称未收到或未收到电子发票,而本行记录显示电子邮件已经成功发送,则该电子发票将被视为已送达客户,且本行不承担任何责任。
- c) 如客户未能遵守本章则条款中的任何条款,以及本行不时发出的其他安全指引或建议,而致机密资料遭未经授权使用或披露,本行不承担任何责任。
- d) 本行不承担任何由第三方(包括电信公司,网站或软件制造商等)因各种原因(包括,但不限于,通信故障,链接中断,或软件升级等)造成的损失。
- e) 任何由不可抗力(包括,但不限于,通信故障,罢工,战争等)导致本服务完全或部分无法使用,或出现任何延迟/错漏,本行不承担任何责任。

7. 收费

本行保留随时或本行认为必要时就本服务征收费用的权利。

8. 本服务暂停或终止

- a) 客户可以随时经通知本行,终止或暂停本服务。
- b) 本行可随时决定终止或暂停本服务,而毋须事先通知客户或取得客户的同意。
- c) 本服务的终止或暂停,不影响客户与本行在本服务终止或暂停之前的权利、义务和责任。

9. 其他

- a) 本行未能行使或延迟行使本章则条款下的任何权利、权力或特权,并不构成放弃此等权利、权力或特权。任何单独或部分行使权利、权力或特权,亦不妨碍其进一步行使该等权利、权力或特权,或行使其他权利、权力或特权。本行享有的任何救济,并不排除其他任何救济,以及现在或将来根据法律法规享有的其他救济措施。
- b) 本章则条款内任何条款若按任何适用的法律被宣称或判定为违法、无效或不可执行,均不会影响本章则条款内任何其他条款,其他条款仍具有完全的有效性和效力。

10. 管辖法律

本条款受中华人民共和国法律管辖。并据此诠释。