

Terms and Conditions for SMS Notification Service

Please read these terms and conditions carefully before you subscribe the SMS Notification Service. By subscribing or continuing to use the SMS Notification Service, you will be deemed to have read, understood and accepted all these terms and conditions and will be bound by them.

1. SMS Notification Service (the "Service") is provided by Shanghai Commercial Bank Limited (the "Bank") as one of the services provided to the individual customers (the "Customers") of the securities account and/or any other applicable accounts as determined by the Bank to be eligible for the Service (the "Account") of the Bank. If the Account is a joint account or the Customer have appointed any authorized person(s) and accepted by the Bank for giving or placing trade order instructions relating to the securities account (the "Authorized Order Placer"), the Customer agrees and acknowledges that only one valid local mobile phone number of any one of the joint account holders or Authorized Order Placer (as the case may be) can be registered to receive short message service ("SMS"). The Customer acknowledges and confirms that he/she has obtained the written consent of the Authorized Order Placer to provide his/her particulars to the Bank and he/she has advised the Authorized Order Placer in writing of the purpose and use of the particulars.
2. The Service is provided subject to the terms and conditions herein contained and such other terms and conditions as the Bank may from time to time specify (the "Terms and Conditions") and the terms and conditions governing the Account of the Bank from time to time. For the avoidance of doubt, the Terms and Conditions shall prevail in case of conflict or discrepancy between the terms and conditions governing the Account and the Terms and Conditions. The Customer shall be responsible to obtain the acknowledgement of the Authorized Order Placer that he/she has read all the applicable terms and conditions in relation to Service prescribed by the Bank from time to time and will abide by the same.
3. Each Account can only be registered with a valid local mobile phone number issued by the telecommunication company in Hong Kong and accepted by the Bank from time to time. The Customer confirms and warrants that the Bank shall not be involved in or in any way liable whatsoever to any dispute between the Customer and his/her telecommunication company or any third party.
4. Any Customer subscribing for the Service may request the Bank to arrange sending SMS message to his/her or his/her Authorized Order Placer's telecommunication equipment notifying the Customer or Authorized Order Placer (as the case may be) of transaction information (such as trade order confirmation(s) placed through any channels (including but without limitation counter, phone-in or Internet)) and such other information as the Bank may specify at its absolute discretion. The Bank will from time to time specify the scope of the Service and the types of telecommunication equipment normally acceptable for the purposes of providing the Service. The Bank reserves the right to modify, expand or reduce the scope and features of the Service at any time with or without notice at the Bank's sole discretion. The Bank may vary the Terms and Conditions in any way and at any time without prior notice or liability to any person and whether such variation comes to, or has been drawn to, the attention of the Customer.
5. All relevant information will be notified to the Customer or Authorized Order Placer (as the case may be) by the SMS message(s). All communications sent via SMS based on the particulars provided by the Customer shall be deemed to be duly sent to the Customer and shall be deemed to be duly received by the Customer at the time when the communication was sent by the Bank. The Bank is not obliged to inform the Customer or Authorized Order Placer (as the case may be) further of the information through personal call or email. All the SMS messages sent by the Bank are one-way transmission only and the Customers should not reply to such SMS messages. The Bank does not warrant the confidentiality, secrecy, and security of the information being sent through the SMS. The Customer agrees that he/she is solely responsible for (a) ensuring his/her telecommunication equipment is capable of receiving and viewing the SMS and (b) taking all reasonably practicable measures to ensure the confidentiality, secrecy, and security of such information.
6. The Bank reserves the right to restrict any Customers or Authorized Order Placers from receiving the Service from time to time at the Bank's sole discretion.
7. The Service may without notice to Customers or Authorized Order Placers be suspended for any reason including, without limitation, any breakdown, maintenance, modification, expansion and/or enhancement work initiated by the telecommunication company(ies) concerned in relation to their network. The Bank will not assume any liability or responsibility for any such suspension.
8. Without prejudice to the generality of the provisions of the Circular to Customers relating to the Personal Data (Privacy) Ordinance, each Customer expressly authorizes the Bank to disclose and transfer to the subsidiaries and agents of the Bank and the telecommunication companies (within or outside the Hong Kong Special Administrative Region) concerned such personal data and other information relating to the Customer, his/her Account and transactions and dealings in connection with his/her Account which the Bank may consider appropriate for the purposes of providing the Service. The Customer agrees, and also acknowledges and confirms that he/she has obtained the written consent of the Authorized Order Placer to agree (as the case may be), to receive from the Bank via SMS and/or messages containing information of the Bank's services and facilities or any other information which the Bank may from time to time transmit to the recipients concerned including but not limited to messages and information that contain marketing or promotional or advertising materials, unsolicited contents in relation to the goods, products, services or facilities offered by the Bank from time to time. The Customer or Authorized Order Placer (as the case may be) may withdraw his/her consent for the above by giving to the Bank 14 days' prior written notice of such withdrawal of consent.
9. The Bank does not guarantee or warrant the accuracy, completeness, reliability and timeliness of any messages transmitted through the SMS. The Customer or Authorized Order Placer acknowledges that any information received by him/her via his/her telecommunication equipment pursuant to the Service is for information only, and shall not be taken as conclusive evidence of the matters to which it relates or as a recommendation or invitation to enter into any transaction. Trade confirmation and securities account statements will be supplied by the Bank in accordance with and subject to the terms and conditions governing the Account.
10. The Customer or Authorized Order Placer (as the case may be) shall notify the Bank, in writing or in such manner as the Bank may from time to time prescribe, of any change in the particulars registered with the Bank for the purposes of the Service including, without limitation, the contact details of his/her telecommunication equipment and the telecommunication company providing or servicing it, and shall notify the Bank upon its disconnection or suspension. The Bank will not assume any liability or responsibility for providing the Service according to the particulars registered with the Bank from time to time.
11. Neither the Bank nor any of the telecommunication companies designated by the Bank for the purposes of providing the Service will assume any liability or responsibility for any failure or delay in transmitting information to the Customer or for any error or inaccuracy in such information unless it results from any negligence or wilful default on the part of the Bank or such telecommunication company. In particular, neither the Bank nor any such telecommunication company shall assume any liability or responsibility for consequences arising from any cause beyond its reasonable control including, without limitation, failure of the Customer's or Authorized Order Placer's telecommunication equipment (as the case may be) to receive information for whatever reason, any telecommunication breakdown, mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation, Act of God, government act, civil commotion, strike, war, fire, flood or explosion. The Bank is in no way liable for any loss or damages caused by any acts or omission in the services provided by any third party service provider (whether appointed by the Bank or otherwise) to the Customer, unless due to the negligence or wilful default of the Bank.

12. The Bank reserves the right to require the Customer to pay fees and charges in relation to the Service and to revise such fees and charges upon giving not less than 30 days' written notice to Customer specifying the amount of the applicable fees and charges provided that, where any revision of fees and charges is beyond the bank's control, the Bank will give such notice to the Customer as is reasonable in the circumstances. The Customer hereby authorizes the Bank (without prior notice or reference to the Customer) to deduct such fees and charges from any one or more accounts maintained by the Customer with the Bank. Further, they shall bear any fees, charges and expenses which may be imposed by the telecommunication company providing or servicing his/her telecommunication equipment in connection with the Service.
13. The Bank reserves the right to suspend or terminate the Service at any time without giving any notice and reason. By terminating the Service, the Customers will not receive any SMS afterwards.
14. The Customer shall be liable for all acts and omission of his/her Authorized Order Placer and shall indemnify the Bank, its authorized officers, employers or agents against all costs, fees, expenses, liabilities, losses and damages suffered or incurred as result of or in connection with the provision of the Service to the Customer, unless due to the negligence or wilful default of the Bank.
15. In the event of any discrepancy between the English and Chinese versions of these terms and conditions, the English version shall prevail.