



AEON 信貨財務(亞洲)有限公司
AEON CREDIT SERVICE(ASIA)CO., LTD.

Terms and Conditions for e-Statement Service

By using AEON e-Statement Service, the Customer agrees to the following Terms and Conditions:

1 Definitions

In these Terms and Conditions, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

"Account" means any credit card account, personal loan account, hire purchase account, gift or prepaid card account, and/or such other account(s) maintained with AEON which has been registered for use via AEON Netmember Service;

"AEON" / "we" / "us" / "our" means AEON Credit Service (Asia) Co., Ltd.;

"AEON Netmember Service" means the internet services provided by AEON (subject to the relevant terms and conditions) from time to time through the internet site established, operated and/or maintained by or on behalf of AEON to enable Customers to give instructions to and communicate with AEON on-line for the purposes of conducting financial transactions and other transactions and/or obtaining services, products, information, goods, benefits and privileges from AEON and/or affiliated merchants of AEON;

"Customer" / "you" / "your" means the holder of an Account, including his/her executor, personal representative, administrator, lawful successor and permitted assign;

"Designated Electronic Mail Account" means the electronic mail account specified by you upon registration for AEON Netmember Service and in the absence of such details, any electronic mail account you provided in connection with your use of AEON's services, or such other electronic mail account which you may designate to us from time to time for purposes of receiving electronic mails in relation to your use of the e-Statement Service;

"Eligible Account(s)" means the credit card account(s) held by the Customer with AEON and/or any other applicable accounts, including but not limited to loan, hire purchase, gift or prepaid card or other accounts as determined by us to be eligible for the e-Statement Service;

"e-Statement" means AEON's credit card statements and/or any other statement as determined by us to be included from time to time showing the information in respect of the Eligible Accounts, or any similar documentation provided to the Customer via electronic mean(s);

"e-Statement Service" means the facility to be provided by AEON to the Customer in accordance with these Terms and Conditions where e-Statements may be accessed by the Customer through AEON's website;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Your System" means the equipment or device and software programs that are contained on such equipment or device used by you to use, access and/or operate the e-Statement Service.

2 Use of the e-Statement Service

- 2.1 In order to be eligible for using the e-Statement Service, you must (a) be the holder of the Eligible Account; and (b) be registered with us to use AEON Netmember Service.
- 2.2 Upon your registration of AEON Netmember Service, e-Statements shall be accessible by you for viewing, printing and downloading through AEON Netmember Service. We will no longer send you printed statements by post save and except for certain Eligible Accounts which AEON considers appropriate to provide printed statements.
- 2.3 You must observe at all times the "Terms and Conditions for AEON Netmember Service" when using the e-Statement Service. AEON will only send you an alert message to the Designated Electronic Mail Account when the e-Statement is available for access, view, print and download. You are advised to check the Designated Electronic Mail Account regularly.
- 2.4 You agree that your use, access and/or operation of the e-Statement Service will constitute your agreement to and acceptance of these Terms and Conditions as well as your acknowledgement of the inherent risks in accessing, viewing, printing and downloading e-Statements over the Internet.
- 2.5 You agree that you are solely responsible for (a) ensuring that Your System is capable of receiving, viewing, printing and downloading e-Statements; and (b) checking the Designated Electronic Mail Account and/or AEON Netmember Service for e-Statements and/or electronic mails in relation to your use of the e-Statement Service.

3 Customer's Responsibility for Security

- 3.1 You acknowledge that electronic mails sent by us are not encrypted; and the use of and transmission of information via electronic mail and/or the Internet cannot be guaranteed to be secure; and information transmitted may be susceptible to errors, viruses, delay, interception, modification or amendment by unauthorised persons. You therefore agree to take all reasonably practicable measures to ensure that Your System is adequately secure and adopt and maintain the security procedures stipulated by AEON from time to time in relation to your use, access and/or operation of the e-Statement Service.
- 3.2 You must not leave Your System unattended while you are on-line or accessing the e-Statement Service. AEON shall not be responsible for any loss and/or damage you sustain by reason of any unauthorised access to your e-Statements.
- 3.3 You must never respond to a request purportedly from AEON to provide details of your Eligible Accounts, security details or your personal data by electronic mail as AEON will never make such a request.
- 3.4 You are required to check all e-Statements for any unauthorised transactions. If you become aware of any unauthorised transaction on any of the e-Statements, you should notify us as soon as possible, but in any event no later than the stipulated applicable time period specified in the relevant e-Statement for purposes of raising any query that you may have in connection with the e-Statement. For the avoidance of doubt, any applicable time periods within which you must notify us of any unauthorised transaction(s) shall begin on the statement date printed on the relevant e-Statement regardless of when you access or open the e-Statement.
- 3.5 You are required to inform AEON as soon as practicable upon any change in the Designated Electronic Mail Account.
- 3.6 You are advised to save an electronic copy of any e-Statement that is made available in AEON Netmember Service, from time to time in Your System or your computer device or print a hard copy for future reference.

4 Scope of e-Statement Service

- 4.1 AEON will from time to time determine or specify the scope and features of the e-Statement Service and is entitled to modify, expand or reduce the same at any time with or without notice to the Customer. In particular, we may from time to time

determine, add to or delete from the e-Statement Service the types of statements which will be offered as e-Statements and the manner in which any e-Statement will be provided.

4.2 The e-Statement Service may be provided by AEON in the following manner:

- 4.2.1 by electronic mail transmission to the Customer's Designated Electronic Mail Account, whereby a hyperlink is available through which the Customer can visit our website to access, view and download the e-Statement; and/or
- 4.2.2 via AEON Netmember Service, whereby the Customer can access, view and download the e-Statements; and/or
- 4.2.3 in any other manner as AEON considers appropriate.

AEON shall, in its absolute discretion, determine in which manner the e-Statement in relation to certain Accounts or products and services may be provided.

4.3 If AEON gives notice of a change to the e-Statement Service, such notice may be made in such manner and by such means of communication as AEON shall deem fit, including without limitation, posting on AEON Netmember Service or our website or electronic communications such as electronic mail.

4.4 AEON may, without further notice and unless otherwise specified, include within the e-Statement Service all new Accounts that the Customer opens with AEON and other products and services that AEON provides or used by the Customer from time to time, unless and until suspension or termination of the e-Statement Service or any part thereof by the Customer or AEON in accordance with these Terms and Conditions. The Customer may give any specific instructions to AEON (to the extent and in the manner as may from time to time be prescribed by AEON) to exclude any Eligible Account or product and service from the e-Statement Service.

4.5 In the case where e-Statement is provided via AEON Netmember Service, AEON may, send an alert message to the Customer's Designated Electronic Mail Account to notify the Customer when the e-Statement is available to the Customer at AEON Netmember Service. Such alert message will only be sent once. It is the sole responsibility of the Customer to check the Customer's Designated Electronic Mail Account regularly for such alert message.

5 Communication

Unless otherwise provided for herein, if we need to send you a notice, we will use the Designated Electronic Mail Account you have given us most recently in connection with your Accounts.

6 Fees and Charges

6.1 AEON reserves the right to at any time, and from time to time, to impose/revise fees and charges for the e-Statement Service with reasonable notice.

6.2 The Customer shall bear, and authorize AEON to charge to the Customer's relevant Accounts any fees, charges or expenses which AEON may impose for re-sending any statement or for sending any statement to the Customer's mailing address as requested by the Customer or imposed by AEON's service provider and/or any telecommunications company in connection with the e-Statement Service.

7 Suspension and Termination

7.1 You may suspend or terminate the e-Statement Service at any time in such manner as may from time to time be prescribed by AEON.

7.2 AEON may at its sole discretion, without any liability and disclosing any reason, suspend or terminate the e-Statement Service rendered to you forthwith upon giving you a written notice including without limitation by electronic mail to the Designated Electronic Mail Account.

7.3 AEON will not assume any liabilities or responsibilities for any suspension or termination of the e-Statement Service under any circumstances.

7.4 Upon suspension or termination of the e-Statement Service, AEON will send the Customer's statement in hard copy to the Customer by post to the Customer's designated mailing address or any other method as agreed between the Customer and AEON subject to such fees or charges as may be imposed by AEON.

8 Liability

- 8.1 You agree and undertake not to hold AEON liable or in any way responsible for any loss, damages or expenses that you may incur, including without limitation any loss or damage caused to your data, software, computer (including Your System), telecommunications equipment or other equipment in connection with your use of the e-Statement Service unless they are caused solely and directly by AEON's gross negligence or wilful default.
- 8.2 If AEON can show that AEON has sent or attempted to send to you the e-Statement according to the service scope of the e-Statement Service as shall be determined by AEON from time to time, AEON will have no liability to you if you suffer loss due to the e-Statement not being received accurately or at all.
- 8.3 AEON will not be liable for any disclosure of confidential information not herein authorised where you have not complied with these Terms and Conditions or such other security guidelines or recommendation that AEON may issue from time to time.
- 8.4 Neither AEON, any of AEON's affiliates, nor any of the telecommunications companies which may be designated by AEON for the purposes of providing the e-Statement Service will assume any liability or responsibility for any failure or delay in providing the e-Statement Service or any error or failure in the e-Statement unless this results from gross negligence or wilful default on the part of AEON, any of AEON's affiliates, or such telecommunications companies. In particular, neither AEON, any of AEON's affiliates, nor any such telecommunications companies shall assume any liability or responsibility for the consequences arising from any cause beyond the reasonable control of AEON, any of AEON's affiliates, or any such telecommunications companies, including without limitation failure of your telecommunications equipment to receive the e-Statement for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, technical breakdown, interruption or accuracy of equipment or installation.
- 8.5 The third parties (including without limitation, telecommunications companies, system operators and internet service providers) supporting the e-Statement Service are neither agencies of AEON nor representing AEON. There is no co-operation, partnership, joint venture or other relationship with AEON. AEON will not be responsible for any losses or damages caused by such third parties.
- 8.6 You will indemnify and keep AEON indemnified against any consequences, claims, proceedings, losses, damages or expenses (including legal costs on an indemnity basis) whatsoever and howsoever caused (save and except any direct loss or damages caused by gross negligence or wilful default on the part of AEON) that may arise to be incurred by AEON in providing the e-Statement Service to you, whether or not arising from or in connection with and including but not limited to (i) your improper use of the e-Statement Service; and (ii) any damage to Your System (or other computer hardware, devices, facilities or software) as a result of accessing and/or using the e-Statement Service.

9 Amendment

AEON reserves the right to amend, add or delete at any time these Terms and Conditions as well as the scope or features of the e-Statement Service by giving reasonable prior notice in writing to you and such notice may be made in such manner and by such means of communication as AEON shall deem fit, including, without limitation, use of direct mailing material, advertisement, website display or electronic communications such as electronic mail. You acknowledge and agree that you shall observe and comply with any such amendment, addition and/or deletion when using, accessing and/or operating the e-Statement Service.

10 Severability

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, valid and effect.

11 Governing Law and Jurisdiction

These Terms and Conditions are governed by and construed in accordance with the laws of Hong Kong. AEON and the Customer agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

12 Governing Version

These Terms and Conditions are available in both English and Chinese versions. The English version shall prevail in the event of any discrepancy between the two.

October, 2013