

Terms and Conditions of SMS and Email

HKSCC will from time to time determine and specify the scope and features of the electronic mail service (Email) and short message service (SMS) for sending messages to SSA Statement Recipient via sms, email and/or other means and are entitled to modify, expand or reduce the same at any time with or without notice. HKSCC may vary these Terms and Conditions in any way and at any time without prior notice or liability to any person and whether or not such variation comes to, or has been drawn to, the attention of the Broker Participant or Custodian Participant. By continuing to maintain the SSA with Statement Service, the Broker Participant or Custodian Participant specifically accepts these Terms and Conditions as varied. Reference to “these Terms and Conditions” shall mean the Terms and Conditions as may from time to time be varied as mentioned above.

HKSCC may provide these services through the service providers or such other person as HKSCC may from time to time consider appropriate. The SMS and Email shall be subject to the CCASS Rules and CCASS Operational Procedures and such other terms and conditions as HKSCC may from time to time specify.

HKSCC (which includes its agents, nominees, representatives, officers and employees) does not guarantee the reliability of the SMS and/or the Email, and the network or other means of transmission through which the messages are to be transmitted. HKSCC shall not be responsible for any delay and failure in transmission of messages due to a breakdown of communication facilities, or to any other cause beyond HKSCC’s control and shall not be liable for any losses, fees, costs, expenses, damages and liabilities suffered or incurred as a result thereof.

The Broker Participant or Custodian Participant acknowledges and confirms that the particulars of the SSA Statement Recipient provided to HKSCC in the application for opening of SSA with Statement Service are accurate and complete, and that the Participant shall update the particulars of the SSA Statement Recipient in a timely manner and forthwith notify HKSCC of any such update in the prescribed manner. All communications sent via SMS and/or Email based on the details provided by the Broker Participant or Custodian Participant shall be deemed to be duly sent to the SSA Statement Recipient and shall be deemed to be duly sent at the time when the communication was sent by HKSCC.

HKSCC does not guarantee or warrant the accuracy, completeness, reliability and timeliness of any messages transmitted via the network used by the service provider or any other means of transmission. HKSCC shall not be liable for any losses, fees, costs, expenses, damages and liabilities arising from any inaccuracy, incompleteness, omission in transmission or up datedness of such messages. HKSCC shall not be liable for any delay, error, loss, cost or expense suffered or incurred as a result of any acts, omissions or delays of any service provider or any other persons through which the SMS and/or the Email is provided or its employees or agents.

Emails sent under the electronic mail service may not be encrypted and may not be secure from corruption by third party. It is the responsibility of the Broker Participant or Custodian Participant to ensure the security and confidentiality of the password of SSA Statement Recipient and any other identification used for accessing the account information at all times, and to ensure that the SSA Statement Recipient abide by the related terms and conditions of use. It is also the responsibility of the Broker Participant or Custodian Participant to ensure that SSA Statement Recipient has taken all reasonable precautions to prevent unauthorized or fraudulent use of his/her password or security details and unauthorized or fraudulent access to his/her emails.

The Broker Participant or Custodian Participant acknowledges and confirms that it has obtained the written consent of SSA Statement Recipient to provide his/her particulars to HKSCC and it has advised SSA Statement Recipient in writing of the purpose and use of the particulars. The Broker Participant or Custodian Participant further acknowledges and confirms that it has furnished these Terms and Conditions and the terms and conditions specified by HKSCC in relation to SMS and Email to SSA Statement Recipient and has obtained acknowledgement that SSA Statement Recipient has read the same. The Broker Participant or Custodian Participant shall furnish to SSA Statement Recipient all further terms and conditions in relation to SMS and Email prescribed by HKSCC from time to time and shall be responsible to ensure that SSA Statement Recipient abide by these Terms and Conditions and all applicable terms and conditions prescribed by HKSCC.

The Broker Participant or Custodian Participant shall be liable for all acts and omissions of its SSA Statement Recipient and shall indemnify HKSCC, its agents, nominees, representatives, officers and employees against all costs, fees, expenses, liabilities, losses and damages suffered or incurred as a result of or in connection with the provision of SMS and Email to SSA Statement Recipient.

By subscribing to the SMS and/or email, the Broker or Custodian Participants should ensure that the SSA Statement Recipient also agrees to receive from HKSCC, via the SMS and/or email, messages containing information of CCASS services and facilities or any other information which HKSCC may from time to time transmit to the recipients concerned or 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 HKSCC from time to time. If the SSA Statement Recipients do not wish to receive such promotional or direct marketing materials, the concerned Broker Participants or Custodian Participants should notify HKSCC in writing.

The Broker Participant or Custodian Participant shall ensure that SSA Statement Recipients shall bear any fees, charges or expenses which may be imposed by the service providers providing or servicing your telecommunications equipments, including but not limited to mobile telephones, laptop computers, desktop PCs and any other electronic means used to receive messages sent under the SMS and Email.