

Terms and Conditions of “eStatement/eAdvice Service” (if applicable)

I acknowledge and agree that:

1. In respect of any document type (“Specified Document”) for which I have subscribed for the “eStatement/eAdvice Service”, paper copies of such document will no longer be provided to me by AXA China Region Insurance Company Limited or AXA China Region Insurance Company (Hong Kong) Limited (collectively “AXA”) for relevant policy unless AXA receives my written instruction to resume the delivery of such paper copies. Only electronic copies (“eStatements/eAdvices”) of the Specified Documents will be provided and such eStatements/eAdvices shall be available on my Emma by AXA account. I understand and accept that I am required to activate my Emma by AXA account to get the eStatements/eAdvices.
2. A notification email and/or SMS (if I have provided a mobile phone number) eAlert (as defined in paragraph 5 below) will be sent to my designated email address and/or mobile phone number (if I have provided a mobile phone number) when a new eStatement/eAdvice is available for viewing on my Emma by AXA account. I should promptly check my eStatement/eAdvice. Should the eStatement/eAdvice not be available for viewing, I should promptly contact AXA.
3. Each eStatement/eAdvice will be retained on my Emma by AXA account for **3 years** from the issue date. All eStatements/eAdvices will be deleted automatically after the said retention period. I may save an electronic copy of the eStatements/eAdvices in my own computer storage or print a hard copy of the eStatements/eAdvices for my future reference. I may be required to pay a reasonable charge for obtaining a hard copy of any Specified Document that is no longer available for access and downloading through my Emma by AXA account.
4. Appropriate computer equipment and software, internet access and a specific email address provided and designated by me are required for viewing **eStatements/eAdvices**. I will need Adobe Acrobat Reader installed in my computer to view the PDF (Portable Document File) file of eStatements/eAdvices. I am recommended to upgrade the Adobe Acrobat Reader to the latest version from time to time to view my eStatements/eAdvices.
5. I understand and accept that email and (SMS (if applicable)) will be the only notice (i.e. the “eAlert”) that eStatements/eAdvices have been posted on my Emma by AXA account, and I should check my designated email address (and SMS (if applicable)) regularly for such notice. I am obliged to provide a valid and up-to-date email address (and mobile phone number (if applicable)) that has sufficient capacity at all relevant times to receive an eAlert, and inform AXA as soon as practicable upon a change in my designated e-mail address (and mobile phone number (if applicable)) or termination or suspension of my electronic communication devices or services.

6. I understand and accept that should I want to cancel the eStatement/eAdvice Service and resume receiving paper copies of the Specified Documents, I have to give written instruction to AXA not less than **fifteen working days** before the intended cancellation.

7. I understand and accept that internet and email services (and SMS (if applicable)) may be subject to certain IT risks and disruption.

8. I understand and accept that I may incur additional costs (e.g. internet service and mobile telephone service costs) for using the eStatement/eAdvice Service.

9. I will need to promptly review any eStatements/eAdvices posted on my Emma by AXA account upon receiving an eAlert from AXA to ensure that any errors are detected and reported to AXA as soon as practicable.

10. AXA has the discretion from time to time to modify, restrict, withdraw, cancel, suspend or discontinue the eStatement/eAdvice Service without giving any reason and I understand that by using the eStatement/eAdvice Service after any modification has been effected, I shall be deemed to have agreed to such modification.

11. I understand and accept that AXA reserves the right to add to, delete and/or vary any of these Terms and Conditions upon notice to me using such means of notification as AXA shall deem appropriate. By continuing to use the eStatement/eAdvice Service from the date upon which any changes to these Terms and Conditions are to take effect (as specified in AXA's notice), I shall be deemed to have agreed to such changes. If I do not agree to any change(s), I must cancel or terminate the eStatement/eAdvice Service prior to the date upon which such change(s) are to take effect.

12. PERSONAL INFORMATION COLLECTION STATEMENT

<AXA China Region Insurance Company Limited/AXA China Region Insurance Company (Hong Kong) Limited/> (referred to hereinafter as the "Company") recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data used the Personal Data (Privacy) Ordinance (Cap. 486) ("PDPO"). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

Please note that if you do not provide us with your personal data, we may not be able to provide the information, products or services you need or process your request.

Purpose: From time to time it is necessary for the Company to collect your personal data which may be used, stored, processed, transferred, disclosed or shared by us for purposes ("Purposes"), including:

- i. offering, providing and marketing to you the products/services of the Company, other companies of the AXA Group (“our affiliates”) or our business partners (see “**Use and provision of personal data in direct marketing**” below), and administering, maintaining, managing and operating such products/services;
- ii. processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
- iii. providing subsequent services to you, including but not limited to administering the policies issued;
- iv. any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including investigation of claims;
- v. evaluating your financial needs;
- vi. designing products/services for customers;
- vii. conducting market research for statistical or other purposes;
- viii. matching any data held which relates to you from time to time for any of the purposes listed herein;
- ix. making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
- x. conducting identity and/or credit checks and/or debt collection;
- xi. complying with the laws of any applicable jurisdiction;
- xii. carrying out other services in connection with the operation of the Company’s business; and
- xiii. other purposes directly relating to any of the above.

Transfer of personal data: Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to:

- i. any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, your broker, industry association or federation, fund management company or financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
- ii. any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates;
- iii. any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
- iv. credit reference agencies or, in the event of default, debt collection agencies;
- v. any actual or proposed assignee, transferee, participant or sub-participant of our rights or business; and

If you wish to withdraw your consent, please inform us in writing to the address in the section on **“Access and correction of personal data”**. The Company shall, without charge to you, ensure that you are not included in future direct marketing activities.

Access and correction of personal data: Under the PDPO, you have the right to ascertain whether the Company holds your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request the Company to inform you of the type of personal data held by it.

Requests for access and correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

Data Privacy Officer
AXA China Region Insurance Company Limited
Suite 2001, 20/F, Tower 2, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong

A reasonable fee may be charged to offset the Company’s administrative and actual costs incurred in complying with your data access requests.

The English version of these Terms and Conditions shall prevail if there is any difference between the English version and the Chinese version.