# **Electronic Communication Delivery Policy**

Effective October 3, 2020

This policy describes how NeoBenk delivers communications to you electronically. NeoBenk may periodically modify this policy, and any modifications will be effective immediately upon posting. We suggest that you periodically check this policy for modifications. If you do not agree to this policy, do not use NeoBenk Services.

### **Electronic Communications**

When you use NeoBenk Services, or send emails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as emails, texts, mobile push notices, or notices and messages on this site or through the other NeoBenk Services, such as our Support Center, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## Hardware and Software Requirements.

In order to access, view, and retain electronic Communications that we make available to you, you must have:

- A. Either a personal computer capable of running one of these compatible browsers OR a mobile device running on the below versions:
  - a. Internet Explorer version 9.0 or higher.
  - b. Firefox version 35 or higher.
  - c. Safari version 6.1 or higher.
  - d. Chrome version 38 or higher.
  - e. an Apple iPhone or iPad running iOS version 8.0 or higher.
  - f. an Android phone running Android version 4.1 or higher.
- B. AND access to an active email account with an Email service provider.

We may update these requirements as necessary to preserve the ability to receive electronic Communications. If there is a substantial change in these requirements, you will be notified of the changes accordingly.

# How to Withdraw your Consent

You may withdraw your consent to receive Communications electronically by writing to us at Attn: Electronic Communications Delivery Unit 1603, 16th Floor, The L. Plaza, 367 - 375 Queen's Road Central, Sheung Wan, Hong Kong", or by contacting us via the "Contact Us" link at the bottom of each page of the NeoBenk website. If you fail to provide or if you withdraw your consent to receive Communications electronically, NeoBenk reserves the right to either deny your application for an Account, restrict or deactivate your Account, close your Account, or charge you additional fees for paper copies.

If you withdraw consent, the legal validity and enforceability of prior communications delivered in electronic form will not be affected.

## **Updating your Contact Information**

It is your responsibility to keep your email address up to date so that NeoBenk can communicate with you electronically. You understand and agree that if NeoBenk sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, NeoBenk will be deemed to have provided the Communication to you.

Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add NeoBenk to your email address book so that you will be able to receive the Communications we send to you.

# **Requesting Paper Copies**

We will not send paper copies of any communication, however, we reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any communication that you have authorized us to provide electronically. You can obtain a paper copy of an electronic communication by printing it or by requesting that we mail a paper copy.

## **Communications in Writing**

All communications in either electronic or paper format from us to you will be considered "in writing". You should print or download a copy of this Disclosure and any other communications

# **Termination/Changes**

We reserve the right, at our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

#### Consent

By checking "Continue," on the sign up / login page, you adopt it as your electronic signature and you give us your affirmative consent to receive electronic communications as described herein. You further agree that your device satisfies the hardware and software requirements specified above and that you have provided us with your current email address to which we may send you electronic communications.

#### Miscellaneous

**English Version.** The English version of this policy will be the version used when interpreting or construing the policy.

**Headings.** Headings used in this policy are provided for convenience only and will not be used to construe meaning or intent.