



Terms of access for using forms on SMBC Hong Kong Form Download Center

1. By accessing this website and using any of the forms on this website, you agree and undertake to comply with the following terms and conditions. You are wholly responsible for use of this website by any person using your computer and you must ensure that any such person complies with these terms and conditions. Otherwise, you should or procure whoever that is using your computer to immediately discontinue access to this website.
2. The forms on this website are intended for the existing customers of Sumitomo Mitsui Banking Corporation (incorporated in Japan with limited liability), Hong Kong Branch (the “**Bank**”). You may use and distribute the forms on this website solely for business and informational purposes only. You may not use this website in violation of any laws or regulations or for any illegal or unlawful purpose.
3. The Bank may change, amend, modify, expand, suspend, reduce, terminate or withdraw part or all of these terms and conditions or your access to this website at any time at the Bank’s sole discretion without any prior notice to you. You agree that continued access to this website after amendment of the terms and conditions will constitute your acceptance of the amended terms and conditions. In relation to forms provided on this website, only the latest versions on this website will be recognized as valid forms.
4. The forms on this website are of a general nature and have not been verified, considered or assessed by the Bank in relation to the making of any specific business, financial or commercial decision. You should always seek independent, professional advice on the content and forms on this website before making any decision.
5. While the Bank has taken care in preparing the content and forms on this website, such content and forms are provided on a “as is” and “as available” basis without warranty of any kind, whether express, implied or statutory (including but not limited to, no warranty about non-infringement, security, accuracy, fitness for a purpose or absence of computer viruses is given in connection with such content and forms).
6. Due to the nature of the Internet, access may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission. The Bank does not represent or warrant that: (i) this website will be available at any particular time and meet your requirements, (ii) access will not be interrupted, (iii) there will be no delays, failures, errors or omissions or loss of transmitted information, (iv) no viruses or other contaminating or destructive properties will be transmitted, (v) transmissions will not be intercepted, (vi) all transmissions will be received in full or (vii) no damage will occur to your computer system. You have sole responsibility for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties. The Bank makes no representations or warranties regarding privacy and/or security of transmissions nor the accuracy, functionality or performance of any third-party software (e.g., Microsoft Word, Microsoft Excel, Adobe Acrobat) that may be used in connection with this website.
7. The forms on this website are protected by copyright. You are not allowed to modify, reproduce, store in a retrieval system, transmit, copy or distribute these forms (or any part of them), or use them for creating derivative works or in any other way for commercial purposes without the Bank’s prior written consent.
8. The Bank shall not be liable to you or any other party for any damages, losses, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss opportunity) arising in connection with your use of this website, or reliance on any forms provided on this website.
9. You agree to indemnify the Bank against all claims, liabilities, actions, damages, losses, expenses and costs (including legal fees on a full indemnity basis) suffered or incurred by the Bank in connection with or arising from your access of this website and/or use of the forms and/or your failure to comply with these terms and conditions.
10. These terms and conditions and your access and use of the forms on this website shall be governed and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People’s Republic of China (“**Hong Kong**”) and you agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.