

Terms and Conditions for Hang Seng Hong Kong Personal Banking WeChat Notification Service

PLEASE READ AND UNDERSTAND THESE TERMS AND CONDITIONS BEFORE YOU REGISTER FOR THE WECHAT NOTIFICATION SERVICE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT REGISTER FOR THE WECHAT NOTIFICATION SERVICE.

These Terms and Conditions for Hang Seng Hong Kong Personal Banking WeChat Notification Service ("**Terms and Conditions**") govern the Customer's use of the Bank's WeChat Notification Service.

By clicking "Read and accept" and using or continuing to use the WeChat Notification Service, the Customer accepts and agrees to be bound by these Terms and Conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions:

"Account" means any bank account (including without limitation any deposit account, loan account, card account, securities account, investment funds account, gold account and any account offered by the Bank, and whether as a sub-account under an integrated account or a standalone account) held in the name of the Customer with the Bank;

"Bank" means Hang Seng Bank Limited including its successors and assigns;

"Binding" means the action of linking a Designated WeChat Account with the Customer's personal profile with the Bank which is performed by the Customer through the Bank's Official Account or by such other means acceptable to the Bank, and "Bind" and "Bound" shall be construed accordingly;

"Customer" means the person or, as the case may be, each person in whose name one or more Account(s) is(are) opened;

"Designated WeChat Account" means the WeChat user account with which the Customer Binds or attempts to Bind a Customer's personal profile with the Bank;

"Electronic Device" means the device of the Customer (including mobile telephone and computer and any other electronic media and/or equipment) for receiving any Electronic Message under the WeChat Notification Service;

"Electronic Message" means any message, notice and/or other communication in connection with or in relation to one or more Account(s) or of the products and services offered by the Bank, as may from time to time be sent by the Bank to the Customer under the WeChat Notification Service;

"Follow" means subscribe to the Official Account in respect of the WeChat service, and **"Followed"** shall be construed accordingly;

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

"Official Account" means the official account of the Bank opened and maintained by the Bank with WeChat in respect of the WeChat service;

"Service Provider" means any entity that provides the WeChat service;

"Unbinding" means the termination of the linkage between a Designated WeChat Account and the Customer's personal profile with the Bank which is performed by the Customer through the Bank's Personal e-Banking platform, the Bank's Official Account or by such other means acceptable to the Bank, and **"Unbind"** and **"Unbound"** shall be construed accordingly; and

"WeChat Notification Service" means the service of sending to the Customer such kinds of Electronic Message as may from time to time be prescribed by the Bank (in its absolute discretion) through the WeChat service, subject to these Terms and Conditions and more particularly described in Clause 3 below.

1.2 Unless contrary indication appears:

- a) any reference to these Terms and Conditions to words importing the singular include the plural and vice versa and words denoting any gender includes all genders; and
- b) any reference to these Terms and Conditions to "including" or "includes" means including or includes without limitation.

2. Supplemental to Other Terms

2.1 These Terms and Conditions are in addition to and supplement but do not replace the terms and conditions for any Account, other products and services offered by the Bank, and the use of the Bank's Official Account, which shall continue to apply unless otherwise provided. The Customer is advised to re-read such terms and conditions in conjunction with these Terms and Conditions before registering for the WeChat Notification Service and/or using the WeChat Notification Service. By registering for and/or using the WeChat Notification Service, the Customer indicates the Customer's understanding and acceptance of these Terms and Conditions and shall be deemed to be bound by these Terms and Conditions.

- 2.2 If these Terms and Conditions contradict other applicable terms and conditions, these Terms and Conditions will (in relation to the Customer's use of the WeChat Notification Service) override those other terms and conditions to the extent there is a contradiction.
- 2.3 The Customer acknowledges and agrees that the provision and use of the WeChat Notification Service shall also be subject to any applicable laws, rules, regulations, orders, directions, guidelines, codes, notices or restrictions (whether or not having the force of law) issued by any regulatory authority, government agency, exchange or professional body from time to time, and any applicable service terms and rules in respect of the WeChat service.

3. WeChat Notification Service

- 3.1 The Bank has the right to determine or specify from time to time the scope and features of the WeChat Notification Service to be made available (including the type of notification for which the Bank will send an Electronic Message and the timing and manner of sending an Electronic Message) and the Bank may cancel, withdraw, suspend, vary, expand, or reduce the WeChat Notification Service at any time without giving notice or reason.
- 3.2 The Customer and any other persons receiving any Electronic Message should not regard any information or communication contained therein as an offer or solicitation to subscribe to any products or services (including, without limitation, investments, deposits, insurance and loans) in any jurisdiction to any person to whom it is unlawful to make such an invitation or solicitation in such jurisdictions.
- 3.3 To use the WeChat Notification Service, the Customer shall:
- (a) maintain a valid Hang Seng Personal e-Banking account;
 - (b) maintain a valid Designated WeChat Account;
 - (c) have an appropriate Electronic Device capable of receiving and reading Electronic Messages;
 - (d) Follow the Official Account; and
 - (e) register for the WeChat Notification Service by completing the steps specified by the Bank to perform Binding.

It is the sole responsibility of the Customer to maintain and perform the aforesaid and to bear all fees, charges and expenses in securing such services and facilities to receive the WeChat Notification Service.

- 3.4 In order to provide the WeChat Notification Service, the Bank will access the Customer's WeChat Open ID for using the Official Account and store the WeChat Open ID in the Customer's personal profile with the Bank. When the Bank wants to send an Electronic Message to the Customer, the Bank will provide the Customer's WeChat Open ID and the Electronic Message to the WeChat Service Provider, and after verification, the WeChat Service Provider will send the Electronic Message to the Customer via the Customer's Designated WeChat Account.
- 3.5 The Electronic Messages are transmitted via the "receive messages" function in WeChat service. The Customer has to turn on the "receive messages" function in order to receive Electronic Messages.
- 3.6 The Customer can only Bind one Designated WeChat Account to the Customer's personal profile with the Bank at a time. After Binding one Designated WeChat Account, if the Customer Binds another Designated WeChat Account, the original Designated WeChat Account will be automatically Unbound, and no Electronic Message will be sent to the original WeChat account. Instead, the Customer will receive Electronic Messages sent by the Bank via the new Designated WeChat Account.
- 3.7 Any Electronic Message sent by the Bank via the WeChat Notification Service to the Customer shall be deemed to be delivered to the Customer at the time when the Electronic Message was sent by the Bank to the Service Provider, regardless of whether such Electronic Message is accepted by an information system outside the control of the Bank or whether such Electronic Message comes to the knowledge of the Customer.
- 3.8 The Customer acknowledges and agrees that any information in any Electronic Message is for the Customer's reference only, is not binding on the Bank, and shall not be relied upon by the Customer or any other person nor be taken as conclusive evidence of the matter to which it relates.
- 3.9 The Customer shall promptly notify the Bank of any changes to any information or documents provided to the Bank related to or for any purpose of the WeChat Notification Service.
- 3.10 The Customer shall perform Unbinding by completing the steps specified by the Bank via the Bank's Official Account or Personal e-Banking platform, if the Customer does not want to receive any Electronic Message via the relevant Designated WeChat Account or the relevant Designated WeChat Account changes, is suspended or terminated. Unfollow Official Account does not mean that the binding status has been cancelled or the WeChat Notification Service terminated.
- 3.11 Without prejudice to Clause 3.1 above, the Bank may without notice suspend or terminate the WeChat Notification Service for any reason including without limitation invalid data, closure of related account(s), breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by any telecommunications companies concerned or by the Service Provider, or if the Customer informs the Bank

that any Electronic Message is being accessed by unauthorized person. The Bank will not assume any liabilities or responsibilities for any such suspension or termination.

- 3.12 Unless the Bank otherwise agrees or provides, any Electronic Message will be sent to the Customer once only. The Customer shall check the relevant Designated WeChat Account regularly for any Electronic Message.
- 3.13 Any Binding and Unbinding instruction will be effective two (2) working days after the Bank has received the Customer's instruction.

4. Use of Customer Information

- 4.1 By performing Binding, the Customer agrees and authorizes the Bank to link the Designated WeChat Account (identified by Customer's WeChat Open ID) with the Customer's personal data and all other details and information relating to the Customer's transactions or dealings with the Bank and use all such information for the purposes of providing the WeChat Notification Service to the Customer.
- 4.2 The Customer acknowledges and agrees that Customer's WeChat Open ID, Electronic Messages, and Binding and Unbinding instructions will be used and retained by the Bank (and may be transferred to service providers of the Bank) for the purposes of providing the WeChat Notification Service and related customer services, conducting statistical analysis, and for other purposes as set out in the Bank's Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance.

5. Security

- 5.1 The Customer agrees that the WeChat Notification Service is for the Customer's sole and exclusive use and the Customer shall not allow any unauthorised person to access or use the WeChat Notification Service.
- 5.2 The Customer is responsible for the security of the Electronic Device and the relevant Designated WeChat Account and must take all reasonable precautions to prevent any unauthorized or fraudulent access of any Electronic Message. The Customer should inform the Bank as soon as possible if the Customer suspects that there is unauthorized or fraudulent access to any Electronic Message.
- 5.3 Unless the Bank otherwise agrees or provides, any Electronic Message sent by the Bank to the Customer is one-way communication and the Customer should not reply to such Electronic Message. If the Customer receives any Electronic Message which purports to request for any reply or any account or security details such as passwords, the Customer shall report to the Bank immediately.

- 5.4 The Customer shall ensure that the Electronic Device is not tampered (e.g. rooted, hacked, jail-broken, etc.).
- 5.5 The Customer shall refer to the security advice provided by the Bank from time to time and observe in a timely manner the relevant security measures in respect of internet security as specified by the Bank on-line or otherwise from time to time.

6. Other Acknowledgements, Warranties and Undertaking

- 6.1 The Customer shall, at the Bank's request, execute such documents, provide such information and perform such acts as the Bank may consider necessary or expedient in connection with the provision of the WeChat Notification Service to the Customer.
- 6.2 The Customer acknowledges that the Service Provider and any third parties who support the WeChat Notification Service are neither the Bank's agencies nor representing the Bank. There is no partnership or joint venture between any of them with the Bank. The Bank shall not be responsible for any acts or omissions of the Service Provider and any such third parties.
- 6.3 The Customer acknowledges and agrees that the Service Provider or any third parties which support the WeChat Notification Service may be able to have access to the information contained in any Electronic Message.
- 6.4 The Customer acknowledges and agrees to be solely responsible and bound by any terms and conditions imposed by the Service Provider or any third parties which support the WeChat Notification Service and the Bank shall not be liable for any breaches of any such terms and conditions committed by the Customer.
- 6.5 The Customer acknowledges that all Electronic Messages will be displayed in such language(s) which the Bank may provide from time to time at the Bank's absolute discretion.

7. Fees

- 7.1 The Bank reserves the right to charge any fees for the WeChat Notification Service by giving notice to the Customer.
- 7.2 The Customer shall bear any fees, charges or expenses which may be imposed by the Service Provider or any third parties in relation to the relevant Designated WeChat Account or the Electronic Device (including data usage) in connection with the provision of the WeChat Notification Service.

8. Limitation of Liabilities

- 8.1 If the Bank can show that an Electronic Message was sent to the Service Provider, the Bank has no liability to the Customer if the Customer suffers losses due to such Electronic Message not being received accurately or at all.
- 8.2 The Bank will not be liable for any disclosure of Customer information not herein authorised where the Customer has not complied with any provision of these Terms and Conditions.
- 8.3 The Bank does not assume any liability or responsibility (unless the following is caused solely and directly by the Bank's gross negligence or wilful default) to the Customer or any other person for any loss, damages or consequences arising from or in connection with:
- (a) any interruption, suspension, delay, error, loss, mutilation or other failure in providing the WeChat Notification Service howsoever caused (including any mechanical failure, power failure or malfunction); or
 - (b) any acts or omissions of the Service Provider or any third parties (including the access, use, retention, disclosure or processing of the Electronic Messages or other personal data of the Customer and relevant security controls, whether authorized or unauthorized and whether or not in accordance with the data privacy policy of the Service Provider); or
 - (c) any unauthorized or accidental access, use or disclosure of the Electronic Messages or other personal data of the Customer during their transmission.
- 8.4 Without prejudice to Clause 8.3 above, the Bank will not assume any liability or responsibility for any failure or delay in transmitting information to the Customer or any error or failure in such information. In particular, the Bank shall not assume any liability or responsibility for the consequences arising from any cause beyond the Bank's reasonable control including without limitation failure of the Electronic Device to receive information for whatever reason, suspension or termination of any of the WeChat services, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or inaccuracy of equipment or installation. For the avoidance of doubt, the Bank assumes no liability that results from any act or omission of the Service Provider.
- 8.5 The Bank will not be responsible for any losses or damages caused to the Customer's data, software, Electronic Device, telecommunications equipment or other equipment as a result of the Customer's use of the WeChat Notification Service unless such loss or damage is caused solely and directly by the Bank's gross negligence or wilful default.

- 8.6 The Customer undertakes to indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which the Bank may sustain, suffer or incur as a result of the Bank's agreeing to provide the WeChat Notification Service to the Customer.
- 8.7 It is the Customer's sole responsibility to verify any information received under the WeChat Notification Service . The Bank does not assume any liability (whether in tort, contract or otherwise) for any reliance on any such information by the Customer or any other person.

9. Variation of Terms

The Bank may revise these Terms and Conditions and/or introduce additional terms at any time and from time to time. Any revision and/or addition to these Terms and Conditions, any items prescribed under these Terms and Conditions and any other information shall become effective subject to the Bank giving notice according to regulatory requirements, and shall be binding on the Customer if the Customer continues to use the WeChat Notification Service after the effective date thereof. The notice may be given by display, advertisement or other means as the Bank thinks fit.

10. Assignment

The Bank may at any time assign or transfer any or all of the Bank's rights and obligations hereunder to any person without the Customer's agreement. The Customer is not allowed to assign or transfer any of the Customer's rights or obligations hereunder to any person unless with the Bank's prior written agreement.

11. Severability and Waiver

- 11.1 If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:
- (a) the validity or enforceability in that jurisdiction of any other provision of these Terms and Conditions; or
 - (b) the validity or enforceability in other jurisdictions of that or any other provision of these Terms and Conditions.

11.2 A waiver by the Bank of any provision of these Terms and Conditions will not be effective unless given in writing and only to the extent that it is expressly stated to be given. A failure, delay or indulgence by the Bank in exercising any of its right or remedy will not operate as a waiver of that right or remedy. A single or partial exercise of any right or remedy by the Bank does not preclude any further exercise of that power or right or any other power or right.

12. Third Party Rights

No person other than the Bank and the Customer will have any right under the Contracts (Rights of Third Party) Ordinance to enforce or enjoy the benefit of any provision of these Terms and Conditions.

13. Governing Law and Jurisdictions

These Terms and Conditions are governed by and will be construed in accordance with the laws of Hong Kong and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts. These Terms and Conditions may be enforced in the courts of any competent jurisdiction.

14. Governing Version

The Chinese version of these Terms and Conditions is for reference purpose only. In case of discrepancies between the English and Chinese versions, the English version shall prevail.