



## Hang Seng Business Virtual Assistant B E R I on WhatsApp Terms and Conditions

**Please read all of these Terms and Conditions carefully before using this Business Virtual Assistant B E R I on WhatsApp.**

The Business Virtual Assistant (“B E R I”) on WhatsApp is an automated service provided and operated by Hang Seng Bank Limited. Your use of Virtual Assistant on WhatsApp constitutes acceptance of these Terms and Conditions (“Terms”) as may be amended. Only the account with green badge next to the WhatsApp contact’s name is our official account verified by WhatsApp.

The Virtual Assistant enables an automated chatbot to interact with you using WhatsApp as the communication channel. The chatbot is powered by artificial intelligence and big data analytics technology to respond to your enquiries. The accuracy, relevance and quality of the responses may vary while such technology is constantly evolving. The information provided by the Virtual Assistant is for reference only, and does not constitute any offer, solicitation, or recommendation for any products or services, and is not and is not intended to provide professional investment or other advice. Contact us through hotline or branches if further assistance is needed.

All communication content is transmitted to and stored in Hang Seng Bank Limited and authorised third parties, which may include processing overseas. Before submitting your information, please read our Privacy Policy and Personal Information Collection Statement (also known as “Notice to customers and Other Individuals relating to the Personal Data (Privacy) Ordinance”) at <https://www.hangseng.com/en-hk/resources/important-message/>, which are incorporated into these Terms by reference.

By using the Virtual Assistant, you are bound by these Terms (including the Privacy Policy and Personal Information Collection Statement referred to above). All offers and services mentioned by this Virtual Assistant are subject to the respective terms and conditions, and are subject to change without notice. Since you will interact with the Virtual Assistant through your WhatsApp account, when using WhatsApp you are bound by WhatsApp Terms of Service and Privacy Policy (Please refer to <https://www.whatsapp.com/legal/>) and/or any other terms and conditions prescribed by WhatsApp from time to time.

## 1. Definitions

1.1. **“Hang Seng Bank”, “we”, “us”, “our” or “the Bank”** means Hang Seng Bank Limited, and its successors and assigns.

**“Hang Seng WhatsApp Subscription Service”** means the service of sending electronic message to customers from time to time on information related to financial services according to customer subscription preference.

**“Hong Kong”** means the Hong Kong Special Administrative Region of the People’s Republic of China.

**“include”** means include, without limitation, and "includes" and "including" shall be construed accordingly.

**“Virtual Assistant” or “the Service”** means the automated business banking virtual assistant service that enables you to interact with the Bank through WhatsApp platform, including general enquiries service, branch locator and the Hang Seng WhatsApp Subscription Service.

**“WhatsApp” or “WhatsApp Messenger”** means the instant messaging application offered by WhatsApp Inc, which is owned by Facebook, Inc.

## 2. Changes to these Terms

2.1. We may amend these Terms from time to time in our sole discretion without liability to you. We shall post any amended Terms on the Virtual Assistant. By continuing to use the Virtual Assistant following the posting of the amended Terms, you accept the amended Terms and agree to be bound by them. If you do not agree to any such amendments, you should stop using the Virtual Assistant and the Service.

## 3. Licensed Rights

3.1. In consideration of you agreeing to abide by these Terms, we grant you a non-transferable, non-exclusive, revocable license to use the Virtual Assistant in Hong Kong on your mobile device for the purposes of using the Service only. You shall use the Virtual Assistant and the Service for your personal purposes only.

## 4. The Bank’s Intellectual Property Rights

4.1. You acknowledge and agree that all rights, title, interest and intellectual property rights subsisting in the Virtual Assistant, the Service and the content (including all trademarks, service marks, trade names and logos used in relation to them, any text, graphics, links and sounds, and those content available through links to websites) are owned exclusively by the Bank or its third party licensors. You have no rights, title or interest in The Virtual Assistant, the Service or the content, and no right to use them, save for the limited license granted under Licensed Rights. You shall not use any such trade mark, service mark, trade name or logo or any other intellectual property rights of the Bank (or its licensors) for any purpose. Nothing in these Terms shall be construed as granting you any rights to such trademarks, service marks, trade names, logos or intellectual property rights.

## 5. Privacy

Hang Seng Bank Limited

Member HSBC Group

- 5.1. When using the Virtual Assistant, your phone number will be retrieved via WhatsApp and will be collected, used, stored and disclosed by us for providing, managing and improving the Services.
- 5.2. The Virtual Assistant is not an e-banking service. You will not be requested to log-on e-Banking or provide any bank account or personal information. Neither account enquiries nor transactions could be performed with the Virtual Assistance. The Virtual Assistant will not access or record your e-Banking User Name and Passwords stored at the Bank.
- 5.3. Please avoid disclosing any personal information, including any account information, passwords or other credentials when using the Virtual Assistant. The Virtual Assistant will not request you to disclose any personal or account information while interacting with you. You are reminded to maintain the security of your devices and the confidentiality of personal and account information.
- 5.4. If you provide your personal information when using the Virtual Assistant, we may collect, use, store and/or disclose your personal information in accordance with our Privacy Policy and Personal Information Collection Statement at <https://www.hangseng.com/en-hk/resources/important-message/>.
- 5.5. Since you will interact with the Virtual Assistant through your WhatsApp account, when using WhatsApp you are bound by WhatsApp Terms of Service and Privacy Policy (Please refer to <https://www.whatsapp.com/legal/>) and/or any other terms and conditions prescribed by WhatsApp from time to time. It is your responsibility to review and accept the terms and condition of WhatsApp before using the Virtual Assistant. We are not obliged to notify you the applicable terms and policies prescribed by WhatsApp from time to time. You are required to ascertain and observe those terms and policies. We are not responsible for any act or omission of WhatsApp, including how WhatsApp may collect, use, transfer or handle your personal information and data or your content.
- 5.6. All information provided by you and the content of your conversations with the Virtual Assistant will be collected, used, stored and disclosed for providing, managing and improving the Services, including data analytics and machine learning for the Virtual Assistant's accuracy and quality enhancement. Such data is retained by us and our service providers for 12 months.
- 5.7. Geolocation data shared by you is only for the purpose of answering enquiry. The masked geolocation data will be retained by us and our service providers as part of the conversation content for 12 months.

## 6. Your Obligations

You agree that you shall:

- 6.1. be solely responsible for, and we have no responsibility to you or to any other person for any breach of your obligations under these Terms or for your actions or omissions;
- 6.2. use the Virtual Assistant, the Service and the content only for purposes that are expressly permitted by these Terms;
- 6.3. not disassemble, decompile or reverse engineer the Virtual Assistant or the Service
- 6.4. not engage in any activity that interferes with or disrupts the Virtual Assistant or the Service, or the servers and networks through which the Virtual Assistant is provided;
- 6.5. not copy, modify, reproduce, download, re-publish, sell, distribute, create derivative works from or resell the Virtual Assistant, the Service or the content (in whole or in part);
- 6.6. not install, upload or transmit (or allow the installation, uploading or transmission of) any viruses or instructions, codes, techniques or devices capable of disrupting, disabling, damaging, shutting down, monitoring or gaining unauthorised access to the Virtual Assistant, the Service, or other telecommunications or computer systems or devices, or any data transmitted through or stored on them;

- 6.7. not take any action or allow any other person to take any action that would enable you, or any other person, to gain unauthorised access to, monitor or tamper with or use any computer systems or networks of the Bank or through which the Virtual Assistant is provided;
- 6.8. not use the Virtual Assistant, the Service or the content in any way that is unlawful or breaches any applicable laws, or promotes illegal activities;
- 6.9. not contravene or infringe the rights of any other person;
- 6.10. not use the Virtual Assistant, the Service or the content in any way to send, communicate or upload any materials or contents, or engage in any behaviour or activities that are harassing, disruptive, offensive, abusive, threatening, indecent, defamatory, obscene or menacing, or to send unsolicited communications, promotions, advertisements or spam messages; and
- 6.11. not use the Virtual Assistant, the Service or the content to impersonate another person or otherwise misrepresent an affiliation with another person or entity in a manner that does or is intended to mislead, confuse, or deceive others.

## **7. Hang Seng WhatsApp Subscription Service**

- 7.1. The Bank has the right to determine or specify from time to time the scope and features of the Hang Seng WhatsApp Subscription Service to be made available and the Bank may cancel, withdraw, suspend, vary, expand, or reduce the Hang Seng WhatsApp Subscription Service at any time without giving notice or reason.
- 7.2. To use the Hang Seng WhatsApp Subscription Service, you shall:
  - (a) maintain a valid WhatsApp Account; and
  - (b) register for the Hang Seng WhatsApp Subscription Service by completing the steps specified by the Bank.
- 7.3. After registration, electronic message will be sent to you through our official WhatsApp account. Electronic message content is generated from Hang Seng Public Website.
- 7.4. Any information or communication contained in such electronic messages sent under the Hang Seng WhatsApp Subscription Service should not be regarded as an offer or solicitation to subscribe to any products or services (including, investments, deposits, insurance and loans).
- 7.5. Please read the sections on “Disclaimers on Market Information” below for more information, disclaimers and risk warnings on the content of the electronic messages available under the Hang Seng WhatsApp Subscription Service.

## **8. Limitation of Liability**

- 8.1. Except as set out in Clause 8.2, the Bank shall not be liable to you for any losses, damage or expense of any kind which you may incur or suffer arising from or in connection with:
  - (a) your use or inability to use the Virtual Assistant, the Service, the content or any third party materials provided via the Virtual Assistant;
  - (b) any failure, interruption or delay in providing the Service for any reason (including as a result of failure or error of any computer or electronic system or equipment);
  - (c) any delay, loss, diversion, interception, alteration or corruption of any message sent to you or received from the Bank; or
  - (d) any loss or damage to your data, software, mobile device or other equipment arising from or in connection with your use of the Service; or
  - (e) accuracy, relevance, completeness and quality of any information or content provided via the Virtual Assistant.

- 8.2. If it is proved that the events in Clause 8.1 was caused by negligence or wilful default of (a) the Bank, (b) our agents, or (c) our officers or employees or that of our agents, then we will be liable for any loss and damage you incur or suffer that is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.
- 8.3. We are not liable for any loss, cost or damage of any kind incurred or suffered by you as a result of any interruption, delay or failure (whether total or partial) in providing the Service to you to the extent that it is attributable to any cause or circumstance that is beyond our reasonable control or the reasonable control of our agents.
- 8.4. The Bank's maximum aggregate liability to you or any person for any and all loss, cost or damage arising out of or in connection with these Terms will be limited to HK\$800.

## **9. Security**

- 9.1. You agree that the Service is for your sole and exclusive use and must take all reasonable precautions to prevent any unauthorized or fraudulent access to your WhatsApp account or any electronic message sent to you under the Service.
- 9.2. You are solely responsible for ensuring adequate protection and back up of data and/or equipment for your mobile device, including taking reasonable and appropriate precautions.

## **10. General Disclaimers**

- 10.1. Only publicly available general information of Hang Seng banking products and services will be provided via the Virtual Assistant and the Service. Hang Seng public website, physical branches and customer service hotline are the alternative channels providing the same information.
- 10.2. The Virtual Assistant is primarily intended for those who access it from within Hong Kong. Products and services referred to in the Virtual Assistant are offered only in jurisdictions where and when they may be lawfully offered by the Hang Seng Bank Group. The Service and the content are not intended for use by persons located in or resident in jurisdictions which restrict the distribution of the content by us. You are required to inform yourself about and observe any relevant restrictions.
- 10.3. The content available via the Virtual Assistant is not and should not be regarded as an offer, solicitation or recommendation to any person in a jurisdiction to buy or sell investments products to or take deposits from that person if it is unlawful to make such an invitation, offer, solicitation or recommendation in such jurisdictions. The content is not and is not intended to provide professional investment or other advice. You should obtain appropriate professional advice where necessary.
- 10.4. The Bank has discretion whether or not to provide any information, products or services described in the Virtual Assistant to any person. Any information, products or services described in the Virtual Assistant may be withdrawn or amended at any time without advance notice at the discretion of the Bank.
- 10.5. You agree that your use of the Virtual Assistant, the Service and the content is at your sole risk and that the Virtual Assistant, the Service and the content are provided on "as is" and "as available" basis.
- 10.6. To the fullest extent permitted by applicable law, the Bank expressly disclaims all representations and warranties of any nature or kind, whether express or implied, in relation to the Virtual Assistant, the Service and the content, including any implied representations and warranties of quality or fitness for a particular purpose.
- 10.7. The Bank makes no representations or warranties as to the accuracy, quality, completeness, timeliness, adequacy, security, reliability or validity of the Virtual

Assistant, the Service or the content and that your use of the Virtual Assistant, the Service or the content will be uninterrupted, timely, secure, free of any error or defects, or free of any viruses, instructions, codes, techniques or devices capable of disrupting, disabling, damaging, shutting down, monitoring or gaining unauthorised access to any telecommunications or computer systems or devices, or any data transmitted through or stored on them, or that defects in the operation or functionality of the Virtual Assistant, the Service, the content or third party materials will be corrected.

- 10.8. The Virtual Assistant will interact with you through WhatsApp. The Bank does not assume any liability or responsibility for the performance, quality, availability, security or any other issue of WhatsApp or any act or omission of WhatsApp Inc. Without limiting the generality of the foregoing, the Bank does not warrant or represent there will be no interruption, delay or mutilation in browsing the Virtual Assistant or that there will be no leakage of any personal information, failure of transaction or information error caused by WhatsApp (such as any problem with its user platform).
- 10.9. The Bank does not assume any liability or responsibility for any loss, damage or expenses of any kind which you may incur or suffer due to any factors beyond our reasonable control, including any failure in performance, quality, availability, security or any other issue in relation to the Virtual Assistant beyond our reasonable control, any network or equipment failure or malfunction, any act or omission of third parties, electricity suspension or lack of equipment, installation or facilities.

## **11. Disclaimers on Market Information (Applicable to the information provided via Hang Seng WhatsApp Subscription Service)**

- 11.1. Free Real-time basic quote is provided for free. Data content includes exchange rate of foreign currencies
- 11.2. Information provided by or available via the Virtual Assistant is for general information and reference only and does not constitute nor is it intended to be construed as any professional advice, offer, solicitation, or recommendation to deal in any investments. Investors should note that all investments involve risks (including the possibility of loss of the capital invested), foreign exchange may go up as well as down and past performance is not indicative of future performance. Investors should read the relevant offering documents and terms and conditions (including the full text of the risk factors stated therein), and risk disclosure statements in detail before making any investment decision.
- 11.3. (For information produced by Hang Seng Bank Limited or its affiliates) The information is provided by Hang Seng Bank Limited or its affiliates ("Hang Seng") for general information and reference only and does not constitute nor is it intended to be construed as any professional advice, offer, solicitation, or recommendation to deal in any of the investments mentioned herein. The information provided is based on sources which Hang Seng believes to be reliable but has not been independently verified. Any projections and opinions expressed herein are expressed solely as general market commentary and do not constitute solicitation, recommendation, investment advice, or guaranteed return. They represent the views of Hang Seng or the analyst(s) who prepare(s) the information at the time of publication and are subject to changes without notice. No guarantee, representation, warranty or undertaking, express or implied, is made as to the fairness, accuracy, timeliness, completeness or correctness of any general financial and market information, news services and market analysis, projections and/or opinions ("Market Information")

provided on the Virtual Assistant and the basis upon which any such Market Information have been made, and no liability or responsibility is accepted by Hang Seng in relation to the use of or reliance on any such Market Information whatsoever provided on the Virtual Assistant. Investors must make their own assessment of the relevance, accuracy and adequacy of the information, projections and/or opinions provided and make such independent research/investigations as they may consider necessary or appropriate for the purpose of such assessment. Hang Seng does not make any representation or recommendation or assessment as to whether or not any of the investment(s) mentioned herein is/are suitable or applicable to any persons and thus shall not be held responsible in this regard. Investors should make investment decision(s) based on his/her own financial situation, investment experience, investment objectives, and specific needs; and if necessary, should seek independent professional advice before making any investment decision(s). All investments involve risks. Investors should note that prices of foreign exchange may go up as well as down and past performance is not indicative of future performance. Investors should read the relevant offering documents and terms and conditions (including the full text of the risk factors therein), and risk disclosure statements in detail before making any investment decisions. The information has not been reviewed by the Securities and Futures Commission of Hong Kong or any regulatory authority in Hong Kong. The research analyst(s) who prepared the information certifies(y) that the views expressed herein accurately reflect the research analyst's(s') personal views and that no part of his/her/their compensation was, is or will be directly or indirectly related to the specific recommendation(s) or views contained in the information provided.

- 11.4. (For information produced by third-party information providers) Hang Seng Bank Limited and its affiliates ("Hang Seng") neither endorses nor is responsible for the accuracy or reliability of, and under no circumstances will Hang Seng be liable for any loss or damage caused by any opinion or statement made in the information produced and provided by third-party information providers. The information is for general information and reference only and does not constitute nor is it intended to be construed as any professional advice, offer, solicitation or recommendation to deal in any of the securities or investments mentioned herein. Any projections and opinions expressed herein are expressed solely as general market commentary and do not constitute solicitation, recommendation, investment advice, or guaranteed return. The opinions expressed are those of the featured speaker(s), and do not represent Hang Seng's views. The opinions given by the featured speaker(s) are subject to changes without notice and should not be construed as a solicitation, recommendation, or advice on any individual holdings or market sectors. No guarantee, representation, warranty or undertaking, express or implied, is made as to the fairness, accuracy, timeliness, completeness or correctness of any third party information, projections and/or opinions provided on these webpages and the basis upon which any such third party projections and/or opinions have been made, and no liability or responsibility is accepted by Hang Seng in relation to the use of on any such third party information, projections and/or opinions whatsoever provided on these webpages. Investors must make their own assessment of the relevance, accuracy and adequacy of the information, projections and/or opinions provided on the Virtual Assistant and make such independent research/investigations as they may consider necessary or appropriate for the purpose of such assessment. Hang Seng does not make any representation, solicitation, recommendation, or assessment as to whether or not any of the investment(s) mentioned herein is/are suitable or applicable to any persons and thus shall not be held responsible in this regard. Investors should make investment

decision(s) based on his/her own financial situation, investment experience, investment objectives, and specific needs; and if necessary, should seek independent professional advice before making any investment decision(s).

- 11.5. All investments involve risks. Investors should note that prices of foreign exchange may go up as well as down and past performance is not indicative of future performance. Investors should read the relevant offering documents and terms and conditions (including the full text of the risk factors therein), and risk disclosure statements in detail before making any investment decisions. The information has not been reviewed by the Securities and Futures Commission of Hong Kong or any regulatory authority in Hong Kong.
- 11.6. It is prohibited to reproduce, store in a retrieval system, or transmit, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise any part of the information provided on these webpages. The information provided on these webpages is solely for personal and non-commercial use and for general information and reference only. Re-distribution of any part of the information in any means or use of the information for any other purposes is strictly prohibited.

## **12. Termination**

- 12.1. The Bank has the right to suspend or terminate all or any part of the Virtual Assistant at any time at our sole discretion without notice or without giving reason.
- 12.2. We have the right to terminate your license to use the Virtual Assistant and the content immediately without giving you notice or reason if:
  - (a) you have seriously or persistently breached any of the terms of these Terms; or
  - (b) we know or reasonably suspect you have committed or are about to commit fraud or any other illegal or improper act; or
  - (c) you are not eligible or entitled to use the Virtual Assistant for any reason; or
  - (d) if our Virtual Assistant official account or your account is withdrawn by WhatsApp for any reason.
- 12.3. You may terminate using the Service and the content at any time by stop using the Virtual Assistant. You may unsubscribe the Hang Seng WhatsApp Subscription Service by managing your subscription preferences.

## **13. Severability**

- 13.1. If any provision of these Terms is or becomes illegal, invalid or unenforceable, such illegality, invalidity or unenforceability does not affect any other provision which remains in full force, validity and effect.

## **14. Entire Agreement**

- 14.1. These Terms contain the entire agreement between you and the Bank in respect of its subject matter.

## **15. Waivers and Remedies**

- 15.1. A waiver by us of any provision of these Terms will be effective only if given by us in writing and any such provision is waived only to the extent that is expressly stated in our written notice. No failure or delay by us in exercising any right, power or remedy will operate as a waiver of that right, power or remedy. Nor will any single or partial exercise preclude any other or further exercise of a right, power or remedy. Any right, power or remedy under these Terms is intended to be cumulative and in addition to any other right, power or remedy we have in law.



**16. Assignment**

16.1. You may not transfer any of your rights or obligations under these Terms without the prior written consent of the Bank. The Bank may transfer its rights or obligations to any other person without your consent.

**17. Third party rights**

17.1. No person other than you and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms.

**18. Information**

18.1. If there is any inconsistency or ambiguity between the information provided by the Virtual Assistant and the Hang Seng official website, the information provided in Hang Seng official website shall prevail.

**19. Governing Law and Jurisdiction**

19.1. These Terms are governed by and will be construed according to Hong Kong laws. You submit to the non-exclusive jurisdiction of the Hong Kong courts. These Terms may be enforced in the courts of any competent jurisdiction.

**20. Governing Version**

20.1. The English version of these Terms prevails to the extent of any inconsistency between the English and the Chinese versions.