



# H A R O WhatsApp Terms and Conditions

These H A R O WhatsApp Terms and Conditions (“these Terms”) are a legally binding contract between you and us. By using H A R O WhatsApp, it means you accept these Terms. In this document:

- (a) “Hang Seng”, “we” or “us” means Hang Seng Bank Limited (including any successors and assigns); and
- (b) “you” means the person using H A R O WhatsApp.

## What is H A R O WhatsApp?

H A R O WhatsApp is a chatbot service operated by Hang Seng via our official WhatsApp account which uses artificial intelligence (AI) technology to interact with you. As AI technology is evolving, the accuracy, reliability and quality of H A R O WhatsApp’s responses to you may vary.

H A R O WhatsApp is mainly intended to be used from within Hong Kong.

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# Our Services on H A R O WhatsApp

## 1. Our Services

- 1.1 You can use H A R O WhatsApp to access the following Services from us for:
- (a) general information on products and services of Hang Seng Bank Group;
  - (b) locations of our branches and ATMs;
  - (c) financial news and commentary, and information on products and offers you have subscribed to under the WhatsApp Subscription Service (explained in clause 3 below);
  - (d) direct marketing information on Hang Seng products and services (if you agreed to receive this via H A R O WhatsApp);
  - (e) notifications and fulfilment details about Hang Seng Bank Group campaigns you take part in;
  - (f) electronic receipts of your branch transactions, under the Transaction e-Advice Service (explained in clause 4 below);
  - (g) notifications in relation to designated Hang Seng Bank Group products and services; and
  - (h) any other information and services we make available on the content of electronic message.
- 1.2 Products, offers, materials and information mentioned by H A R O WhatsApp may be subject to their respective disclosures, disclaimers, risk warnings and terms and conditions. You may refer to the following link for these [H A R O WhatsApp Regulatory Disclosures and Important Information](#).

- 1.3 While using HARO WhatsApp, you may switch to our “Live Chat” service to chat with customer service representative. Live Chat is a separate service which is subject to the [Live Chat Terms of Use](#).

## **2. Change of Services**

- 2.1 We can change, suspend or terminate all or part of the Services at any time without notice.

## **3. Subscription Service**

- 3.1 Under the WhatsApp Subscription Service of H A R O, we will send you subscription content including general financial news and commentary, and information on our products and offers, according to your subscription preferences.
- 3.2 The subscription content may include Third Party Materials (as defined in clause 9).
- 3.3 Please note that the subscription content:
- (a) is not an offer or solicitation to subscribe to any products or services; and
  - (b) is not professional investment advice or other advice.

## **4. Transaction e-Advice Service**

### **Using the Transaction e-Advice Service**

- 4.1 You can choose to receive electronic receipts (“Transaction e-Advice”) via H A R O WhatsApp for certain transactions you make at our branch, instead of paper receipts (“Transaction e-Advice Service”).
- 4.2 To use the Transaction e-Advice Service, you need to:
- (a) scan a QR code issued by us inside the branch; and
  - (b) send a pre-filled message to H A R O WhatsApp.
- 4.3 The Transaction e-Advice has the same information as a paper receipt. This includes your personal information, such as your account and transaction details. You must keep your Transaction e-Advice and mobile device safe and secure. You must take all reasonable precautions to prevent any unauthorised or fraudulent access.
- 4.4 It is a good idea to save copies of the Transaction e-Advice. This is because there are circumstances where we may not be able to reissue the Transaction e-Advice.

#### **After using Transaction e-Advice Service**

- 4.5 You are responsible for making sure your Transaction e-Advice has been received and is accurate and complete. Please tell us straight away of any issues with your Transaction e-Advice.
- 4.6 Once we send you the Transaction e-Advice, we will consider that:
- (a) you have received the Transaction e-Advice; and
  - (b) we have complied with our duty to give you a transaction advice.

- 4.7 If you do not receive a Transaction e-Advice or if it has errors, we may reissue it, give you a paper receipt or issue it in another form. We will only do this if you tell us within a reasonable time after the relevant transaction.

## Use of your data

### 5. Use of your data

- 5.1 We may collect, use, store and disclose the personal information you provide us via H A R O WhatsApp according to our [Privacy Notice](#). This includes processing by AI to improve H A R O WhatsApp's accuracy and performance. All communications are transmitted to and stored by us and our authorised third parties. This may include processing overseas.
- 5.2 When you use H A R O WhatsApp, we will record your phone number via WhatsApp.
- 5.3 You may decide to share your geolocation data with us. This includes when making enquiries about the location of our branch or ATMs. We will only use your geolocation data to answer your enquiry.
- 5.4 H A R O WhatsApp will not ask you to disclose any account information, passwords, or other credentials. Do not disclose these to H A R O WhatsApp.

# Understanding your responsibilities

## 6. Your responsibilities for using H A R O WhatsApp

- 6.1 You will only use the Services for the purposes and in the manner set out in these Terms.
- 6.2 We and our third-party licensors own all rights, title, interest, and intellectual property rights in the Services. This includes all trade marks, trade names and logos used in relation to them, any text, graphics, links and sounds, and the content available through links to websites.
- 6.3 You will not copy, modify, distribute, or create derivative works from the Services (in whole or in part).
- 6.4 You will not use the Services in an illegal, abusive, or inappropriate way.

## 7. Security

- 7.1 The Services is only for your use. Do not let anyone else use it. This means you must take reasonable precautions to prevent any unauthorised or fraudulent access to:
  - (a) your mobile device;
  - (b) your WhatsApp account; and
  - (c) messages sent to you under the Services, including Transaction e-Advice.

## 8. You are bound by WhatsApp's terms

- 8.1 Since you will interact with H A R O WhatsApp through your WhatsApp account, you are bound by WhatsApp's terms and conditions and privacy policy ("WhatsApp Terms"). The WhatsApp Terms govern your use of WhatsApp.
- 8.2 We are not responsible for any loss you may suffer from using WhatsApp. This includes any data breach or if you experience delay or are unable to use it for any reason.

## Third party information

### 9. Third Party Materials

- 9.1 We may use Third Party Materials in H A R O WhatsApp and its content. You use or rely on the Third Party Materials at your own risk.
- 9.2 We:
- (a) are not responsible for Third Party Materials or any loss you may incur from using them;
  - (b) do not actively monitor or control any Third Party Materials; and
  - (c) do not endorse, verify or make any warranties or representations in relation to any Third Party Materials.
- 9.3 In these Terms, "Third Party Materials" means any information or materials made available from a third party, including those available via links to third party



websites and including any text, data, images, photos, graphics, videos, marks, or logos. This includes general financial and market information, news services, market analysis, or product information and marketing materials prepared or issued by someone other than us. This information may be included in reports which are available in H A R O WhatsApp, in H A R O WhatsApp messages or via links to third party websites or resources which are referred to in H A R O WhatsApp messages.

## Other important information

### 10. Changes to these Terms

10.1 We live in a rapidly changing world. Sometimes this means we need to update our Terms. We can change these Terms when it is reasonable to do so, without liability to you. We will share any amended Terms with you. If you do not agree with a change, you can stop using the Service. You will be bound by the updated Terms if you continue to use H A R O WhatsApp after the changes come into effect.

### 11. “As is” and “as available” basis

11.1 We provide the Services to you on an “as is” and “as available” basis.

11.2 We give no warranty in relation to the Services or any of their functions, whether express or implied. In particular, we do not guarantee the Services:

- (a) are fit for any particular purpose;
- (b) will be available on a timely basis;

- (c) do not violate third party rights;
- (d) are secure, error-free;
- (e) will function without disruption; or
- (f) are free of computer viruses or other contaminating or destructive properties.

## 12. Limitation of liability

- 12.1 Unless caused by our proven wilful default or negligence, we are not liable for any loss arising from or in connection with the:
- (a) use of the Services;
  - (b) inability to use the Services; or
  - (c) termination of the use of the Services.
- 12.2 We are in any event not liable for any indirect, incidental, special, consequential or exemplary damages.
- 12.3 All limitations of our liability under these Terms operate to the extent permitted by applicable law.

## 13. Termination

- 13.1 We can suspend or terminate your use of the Services (or any part of it) at any time. We do not have to give you notice or reason if:
- (a) you breach these Terms;
  - (b) we know or reasonably suspect you have committed or are about to commit fraud or any other illegal or improper act;
  - (c) you are not eligible or entitled to use H A R O WhatsApp for any reason; or

(d) if the H A R O WhatsApp official account or your account is withdrawn by WhatsApp for any reason.

13.2 You can stop using the Services at any time. You can unsubscribe from the WhatsApp Subscription Service by managing your subscription preferences.

## 14. Severability

14.1 If any part of these Terms no longer applies because it is illegal, invalid or unenforceable, the legality, validity or enforceability of the rest of these Terms will not be affected.

## 15. Waivers and remedies

15.1 If you breach these Terms, we may not take steps to enforce our rights straight away. We can decide when to take these steps. Any delay is not a waiver of our rights.

15.2 If we waive any part of these Terms, this waiver will only:

- (a) be effective if we give it in writing; and
- (b) apply to the part to the extent that is expressly stated in the written notice.

Our rights and remedies in these Terms are cumulative. They are not exclusive of any other rights or remedies (whether provided by law or otherwise).

## 16. Assignment

- 16.1 You cannot transfer any of your rights or obligations under these Terms without our written consent.
- 16.2 We may transfer our rights or obligations to any other person without your consent.

## 17. Third party rights

- 17.1 No person other than you and us have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Law of the Hong Kong SAR) to enforce or enjoy the benefit of these Terms.

## 18. Information

- 18.1 If H A R O WhatsApp and our website say something different, the information provided on our website will prevail.

## 19. Governing law and jurisdiction

- 19.1 These Terms are governed by the laws of Hong Kong SAR. The Hong Kong courts have non-exclusive jurisdiction. These Terms may be enforced in the courts of any competent jurisdiction.

## 20. Languages

- 20.1 The English version of these Terms prevails if there is any inconsistency between it and the Chinese version.

## Definitions in these Terms

<b>“H A R O WhatsApp”</b>	means the virtual assistant automated service provided and operated by Hang Seng via WhatsApp.
<b>“Hang Seng Bank Group”</b>	means any of Hang Seng and its affiliates.
<b>“Hong Kong”</b>	means the Hong Kong Special Administrative Region of the People’s Republic of China.
<b>“include”</b>	means include, without limitation. “Includes” and “including” shall have the same meaning.
<b>“Services”</b>	means H A R O WhatsApp, its content and any of the services provided by Hang Seng via H A R O WhatsApp as detailed in clause 1.
<b>“Transaction e-Advice”</b>	is defined in clause 4.1.
<b>“Transaction e-Advice Service”</b>	is defined in clause 4.1.
<b>“Third Party Materials”</b>	is defined in clause 9.3.
<b>“WhatsApp Subscription Service”</b>	means the WhatsApp Subscription Service of H A R O as detailed in clause 3.1.
<b>“WhatsApp” or “WhatsApp Messenger”</b>	means the instant messaging application offered by WhatsApp Inc, which is owned by Meta Platforms, Inc.