

Terms and conditions for Savings Planner ("the Planner") with effect from 16 May 2020:

1. Use of the Planner is subject to the terms set out under the **Important Message to Readers and Internet Privacy Policy Statement** and the **Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance**. Use of the Planner shall also be subject to these terms and conditions. By using the Planner, the Customer accepts and agrees to be bound by these terms and conditions.
2. In addition, all terms and conditions governing your use of the Hang Seng Personal e-Banking ("e-Banking") from time to time continue to apply unless we agree otherwise. For the purpose of the Planner, the provisions of these terms and conditions prevail over such other terms and conditions to the extent of any inconsistency between them.
3. Any information provided herein does not constitute any offer for any products or services and is not intended to provide professional investment, financial or any other advice.
4. Hang Seng Bank Limited ("the Bank") reserves the right to specify or vary the scope and extent of the Planner and its features from time to time without prior notice. The Bank may also suspend or terminate all or any part of the Planner for any reason without prior notice and without giving reason.
5. You are required to log-on e-Banking before using the Planner and the Planner is only available to use on Hang Seng Personal Banking Mobile App.
6. The Planner offers set-up of saving goal and automated expenses categorisation, with the following features:
  - a. The Customer can select a personalised saving goal and create a customized savings plan by inputting the Customer's monthly income, target savings amount and duration into the Planner.
  - b. The Planner automatically categorises expenses from the debit or withdrawals in the Customer's accounts and transactions in the credit card accounts. The Planner allows the Customer to edit or add or ignore their expenses manually. Customers can also refer to categorisation logic in the Information Page of the Planner.
  - c. The Planner automatically includes the Customer's (1) sole-named Hong Kong Dollar Hang Seng personal accounts (if applicable) and (2) Hong Kong Dollar Hang Seng Credit Card and Spending Card (if applicable). Customers can refer the eligible account list on the Information Page of the Planner.
  - d. The Planner shows the Customer's savings progress and the breakdown of the Customer's expenses throughout the savings plan by date and by category.
  - e. The Customer's use of and information provided in the Planner will be analysed and used for the Planner's quality enhancement and for the purpose of providing banking services. If the Customer has given consent to the Bank to receive direct marketing, the Bank may also use such information to inform the Customer of products and services which it thinks may be of interest to the Customer.
  - f. The Planner may access the Customer's account and personal information stored at the Bank, for the Planner to help the Customer to categorise the Customer's expense. The Planner will not access or record the Customer's e-Banking User Name and Passwords.
  - g. The Customer's data regarding the Planner are retained by the Bank for up to 3 years. In case the Customer starts a new savings plan, the Customer's previous savings plan details will be removed.
7. Limitation of the Bank's liability
  - a. The Planner is provided "as is" and "as available". Unless it is caused solely and directly by the negligence or willful default of the Bank or its employees or agents, the Bank is not liable for any loss, damage or costs and expenses of any kind which the Customer may incur or suffer arising from or in connection with the use or inability to use the Planner, including but not limited to the following (or any of them):
    - i. any interruption, failure or delay in providing the Planner for any reason (including as a result of failure or error of any computer or electronic system or equipment);
    - ii. any disclosure of confidential information;
    - iii. any loss or damage to the Customer's data, software, mobile telephone or other equipment arising from or in connection with the Customer's use of the Planner; and
    - iv. any error in the information provided by the Customer.
8. The Bank have the right to vary these terms and conditions (including introducing any fees and charges) from time to time. The Bank will give the Customer notice by way of display at the Bank's premises or website or in any other manner the Bank considers appropriate. The Customer will be bound by a variation unless the Bank have received notice from the Customer to terminate the use of the Planner with effect before the date on which that variation takes effect.
9. If any provision of these terms and conditions 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.
10. No person other than the Bank (and its successors and assigns) and the Customer 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 and conditions.
11. These terms and conditions are governed by and will be construed according to the laws of Hong Kong SAR ("Hong Kong"). The Customer submits to the non-exclusive jurisdiction of the Hong Kong courts. These terms and conditions may be enforced in the courts of any competent jurisdiction.
12. The English version of these terms and conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these terms and conditions is for reference only.

Please confirm you have read and agree with these terms and conditions in order to start using the Planner.