



Hang Seng Virtual Assistant on WhatsApp Terms and Conditions

Please read all of these Terms and Conditions carefully before using this Virtual Assistant on WhatsApp.

The Virtual Assistant (“H A R O”) 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 virtual assistant service using WhatsApp as communication channel. The information provided for general enquiries 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 Important Message to Readers and Internet Privacy Policy Statement at hangseng.com/en-hk/resources/important-message/, the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance at hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/notice_e.pdf and Personal Information Collection Statement of Hang Seng Insurance Company Limited at hangseng.com/content/dam/hase/config/bde/pws/Insurance/pdfs/endowment/il108.pdf (if applicable), which are incorporated into these Terms by reference. By using the Virtual Assistant, you are also bound by these terms, as well as the Privacy Policy and Terms of Service prescribed by WhatsApp (Please refer to www.whatsapp.com/legal/).

All offers and services mentioned by this Virtual Assistant are subject to the respective terms and conditions, and are subject to change without notice.

1. Definitions

1.1 In these Terms:

“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.

“**Third Party Materials**” means software, text, data, images, photos, graphics, videos, marks, logos, materials or information (including those available via links to third party websites), provided, uploaded, transmitted, submitted or posted by or sourced from a third party (including, a merchant or service provider).

“**Virtual Assistant**” or “**the Service**” means the automated virtual assistant service that enables you to interact with the Bank through WhatsApp platform, and includes 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

5.1 You may choose to use the Virtual Assistant with your phone number. Your phone number will only be used and retained by us for the Service and for service improvement and analytic usage. You are not required to provide us with any personal information to use the Service.

- 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 personal 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 The Virtual Assistant will not disclose or ask you to disclose any sensitive personal information, account information, passwords or other credentials while we interact with you via the Virtual Assistant. Please avoid disclosing any personal information, account information, passwords or other credentials when using the Virtual Assistant. You are reminded to keep your devices, personal information, bank account and password and other credentials private and confidential.
- 5.4 Use of this Virtual Assistant is subject to the terms set out under our Important Message to Readers and Internet Privacy Policy Statement at hangseng.com/en-hk/resources/important-message/, the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance at hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/notice_e.pdf and Personal Information Collection Statement of Hang Seng Insurance Company Limited at hangseng.com/content/dam/hase/config/bde/pws/Insurance/pdfs/endowment/il108.pdf (if applicable). By using the Virtual Assistant, you accept and agree to be bound by these terms.
- 5.5 Your use of the Virtual Assistant is subject to the Privacy Policy and Terms of Service prescribed by WhatsApp (Please refer to <https://www.whatsapp.com/legal/>). 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 your conversation content between you and the Virtual Assistant will be stored, analyzed and used for the Virtual Assistant's accuracy and quality enhancement and the purpose of providing banking services. 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 geolocation data would be stored by us as part of the conversation content for 12 months.

6. Your Conduct

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 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 electronic message received by you and any other persons 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” and “Product Specific Information” below for more information, disclaimers and risk warnings on the content of the electronic message available under the Hang Seng WhatsApp Subscription Service.

8. Third Party Materials

- 8.1 The Virtual Assistant and the content may contain Third Party Materials. You acknowledge and agree that the Bank has no responsibility or liability in relation to the Third Party Materials, and has no obligation to actively monitor or exercise any control over them. The Bank does not endorse, verify or make any warranties or representations in relation to any Third Party Materials. You use or rely on the Third Party Materials at your own risk.
- 8.2 The Virtual Assistant may offer access to Third Party Materials which include general financial and market information, news services, market analysis, product information and marketing materials prepared and/or issued by persons other than the Bank (together, "Third Party Information") and may provide reports compiled from such Third Party Information in any form, medium or means. These Third Party Information may be provided in the Virtual Assistant or accessible via hyperlinks in the Virtual Assistant to third party websites or resources ("Third Party Websites"). The contents, accuracy, completeness, timeliness, opinions or views expressed, and other links provided via the Third Party Information or at these Third Party Websites are not investigated, verified, monitored, or endorsed by the Bank. The Bank expressly disclaims any responsibility for the contents, their availability or errors or omission of Third Party Information found on the Virtual Assistant or any of the Third Party Websites that link to or from the Virtual Assistant.
- 8.3 You are solely responsible for making all enquiries and investigation before proceeding with any online or offline access or dealing with any person through the Third Party Websites. You understand and accept that all activities conducted by you via or in the Virtual Assistant are at your own risk. We do not warrant the security of any information that you may forward or provide to any person via the Third Party Websites. You irrevocably waive any claim against the Bank for any loss, damage or expenses which you may incur or suffer arising from or in connection with any access to or interaction with any of the Third Party Websites via the Virtual Assistant.
- 8.4 Hyperlinks to other Hang Seng Bank Group websites or mobile applications ("Group Websites and Applications") may be included in the Virtual Assistant for your convenience. The products and services offered on the Group Websites and Applications may be limited to persons located or residing in a specified jurisdiction. In addition, the contents on the Group Websites and Applications may not be intended for persons located or residing in any jurisdiction that prohibits or restricts the distribution of such contents. The terms and conditions governing the use of the Group Websites and Applications offered by each Hang Seng Bank Group entity may differ. You should carefully read the terms and conditions applicable to each of the Group Websites and Applications before using or downloading them.

9. Limitation of Liability

- 9.1 Except as set out in Clause 9.2, 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;
 - (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) any failure or error of WhatsApp, or any act or omission of WhatsApp Inc.
- 9.2 If it is proved that the events in Clause 9.1 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.
- 9.3 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.
- 9.4 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.

10. Security

- 10.1 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.
- 10.2 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.

11. General Disclaimers

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.

- 11.5 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.
- 11.6 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 or, Third Party Materials provided at the Virtual Assistant, including but not limited to any implied representations and warranties of quality or fitness for a particular purpose.
- 11.7 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, the content or Third Party Materials, and that your use of the Virtual Assistant, the Service, the content or Third Party Materials 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.
- 11.8 The Virtual Assistant official account is opened at WhatsApp. The Bank cannot make any representation, guarantee, warranty or agreement of any kind as to the function, quality, security or applicability of WhatsApp. The Bank cannot warrant that 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). The Bank does not assume any liability or responsibility for any failure to browse the contents contained in the Virtual Assistant or any loss, damage or expenses of any kind which you may incur or suffer due to any factors beyond our reasonable control, including any equipment failure or malfunction, any act or omission of WhatsApp or any third parties, electricity suspension or lack of equipment, installation or facilities.

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

- 12.1 Free Real-time basic quote is provided for free. Data content includes exchange rate of foreign currencies, nominal/last traded price, closing price, today's high/low prices, trading volume, turnover value, Indicative Equilibrium Price (IEP) and Indicative Equilibrium Volume (IEV) during the pre-opening session of individual securities on the Stock Exchange.
- 12.2 Information provided by or available via the Virtue 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 securities or investments. Investors should note that all investments involve risks (including the possibility of loss of the capital invested), prices of securities, foreign exchange, commodity and investment products may go up as well as down and past performance is not indicative of future performance. Investors should read the

- relevant investment offering documents and terms and conditions (including the full text of the risk factors stated therein) in detail before making any investment decision.
- 12.3 (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 securities or 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 securities, foreign exchange, commodity and investment products may go up as well as down and past performance is not indicative of future performance. Investors should read the relevant investment offering documents and terms and conditions (including the full text of the risk factors therein) 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.
- 12.4 (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).

- 12.5 All investments involve risks. Investors should note that prices of securities, foreign exchange, commodity and investment products may go up as well as down and past performance is not indicative of future performance. Investors should read the relevant investment offering documents and terms and conditions (including the full text of the risk factors therein) 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.

- 12.6 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.

13. Product Specific Information

- 13.1 For information related to P.P Payment Platform, please refer to Terms and Conditions for Bank Services relating to Faster Payment System at hangseng.com/content/dam/hase/config/bde/pws/personal/pdfs/fps_tnc.pdf and Easy Pay Service Terms and Conditions at hangseng.com/content/dam/hase/config/bde/pws/personal/pdfs/easypay_service_tnc.pdf.

- 13.2 For information related to General Banking, please refer to hangseng.com/en-hk/personal/banking-services/.
- 13.3 For information related to e-Services, please refer to hangseng.com/en-hk/home/.
- 13.4 For information related to Bill Payment, please refer to hangseng.com/en-hk/personal/banking-services/payment-and-other-services/online-bill-payment/.
- 13.5 For Credit Cards, Mortgage and Personal Loan-related information, please be reminded: To borrow or not to borrow? Borrow only if you can repay!
For information related to Credit Cards, please refer to hangseng.com/card. For more details of Mortgage, please refer to hangseng.com/mortgage. For more details of Personal Loan, please refer to hangseng.com/loan. Please visit hangseng.com/en-hk/personal/key-facts-statement/ for the relevant Key Facts Statement.
- 13.6 For information related to Travel Insurance, please refer to hangseng.com/en-hk/personal/insurance-mpf/travel/. Travelsure Protection Plan is underwritten by QBE General Insurance (Hong Kong) Limited which is authorised and regulated in Hong Kong by the Insurance Authority. Hang Seng Bank Limited ("Hang Seng Bank") is an insurance agent authorised by QBE General Insurance (Hong Kong) Limited for the distribution of this Plan. Premiums will be payable to QBE General Insurance (Hong Kong) Limited upon application of this Plan. QBE General Insurance (Hong Kong) Limited would provide Hang Seng Bank commission and performance bonus as remuneration for distribution of this Plan. The existing staff remuneration policy on sales offered by Hang Seng Bank takes into account various aspects of the staff performance instead of focusing solely on the sales amount. In respect of an eligible dispute arising between the Hang Seng Bank Limited and the customer out of the selling process or processing of the related transaction, Hang Seng Bank Limited is required to enter into a Financial Dispute Resolution Scheme process with the customer; however, any dispute over the contractual terms of the product should be resolved directly between QBE General Insurance (Hong Kong) Limited and the customer.
- 13.7 For Medical Insurance products, please refer to hangseng.com/en-hk/personal/insurance-mpf/about-hang-seng-insurance/ for details. The information about Medical Protection is a product summary for reference only. Please refer to the contract for detailed coverage, exclusions, terms and conditions. This scheme is underwritten by Bupa (Asia) Limited ("Bupa") which is authorised and regulated by the Insurance Authority in Hong Kong. Hang Seng Bank Limited ("Hang Seng Bank") is an insurance agent authorised by Bupa for the exclusive distribution of the above schemes. Subscription will be payable to Bupa upon enrolment of Relevant Schemes. Bupa would provide Hang Seng Bank the relevant commission and performance bonus in accordance to the selling of Relevant Schemes. The existing sales staff remuneration policy offered by Hang Seng Bank would take into account various aspects of the staff performance but not solely on the sales amount. In respect of an eligible dispute arising between the Hang Seng Bank and the customer out of the selling process or processing of the related transaction, Hang Seng Bank is required to enter into a Financial Dispute Resolution Scheme process with the customer; however any dispute over the contractual terms or performance (claims and service) of the product should be resolved directly between Bupa and the customer. HealthPro Concierge Service is provided by Bupa.

- 13.8 For information related to Life Insurance Plans, please refer to the actual policy for the exact terms, conditions and exclusions of the relevant Life Insurance Plan. The information provided by this virtual assistance is intended as a general summary of information for reference only. Life Insurance Plans are underwritten by Hang Seng Insurance Company Limited (“Hang Seng Insurance”), which is authorised and regulated by the Insurance Authority of the HKSAR. Hang Seng Bank is an insurance agent authorised by Hang Seng Insurance and the products of Hang Seng Insurance, not Hang Seng Bank. In respect of an eligible dispute (as defined in the Terms of Reference for the Financial Dispute Resolution Centre in relation to the Financial Dispute Resolution Scheme) arising between Hang Seng Bank and you out of the selling process or processing of the related insurance product transaction, Hang Seng Bank will enter into a Financial Dispute Resolution Scheme process with you; however any dispute over the contractual terms of the insurance products should be resolved between Hang Seng Insurance and you directly.
- 13.9 For information related to Foreign Exchanges, please refer to hangseng.com/en-hk/personal/foreign-exchange/. Foreign Exchange involves Exchange Rate Risk. Fluctuations in the exchange rate of a foreign currency may result in gains or losses in the event that the customer converts HKD to foreign currency or vice versa. Renminbi ("RMB") is subject to exchange rate risk. Fluctuation in the exchange rate of RMB may result in losses in the event that the customer subsequently converts RMB into another currency (including Hong Kong Dollars). Exchange controls imposed by the relevant authorities may also adversely affect the applicable exchange rate. RMB is currently not freely convertible and conversion of RMB may be subject to certain policy, regulatory requirements and/or restrictions (which are subject to changes from time to time without notice). The actual conversion arrangement will depend on the policy, regulatory requirements and/or restrictions prevailing at the relevant time.
- 13.10 For information related to Time Deposit, please refer to hangseng.com/en-hk/personal/banking-services/accounts-and-deposits/
- 13.11 For information related to SimplyFund, please refer to hangseng.com/en-hk/personal/investment/fund-services/simply-fund/. Investors should note that all investments involve risks (including the possibility of loss of the capital invested), prices of fund units may go up as well as down and past performance information presented is not indicative of future performance. Investors should read carefully and understand the relevant fund's offering documents (including the fund details and full text of the risk factors stated therein (in particular those associated with investments in emerging markets for funds investing in emerging markets) before making any investment decision). Please refer to hangseng.com/cms/spd/eng/PDF/simplyfund_riskwarning.pdf for more details of risk warnings. Use of “SimplyFund” Service is subject to respective terms and conditions. For details, please refer to Important Notes for SimplyFund Account at hangseng.com/cms/spd/eng/PDF/simplyfund_notes.pdf and Terms and Conditions for SimplyFund Account at hangseng.com/cms/spd/eng/PDF/simplyfund_tnc.pdf.

14. Termination

- 14.1 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.

- 14.2 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.
- 14.3 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.

15. Severability

- 15.1 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.

16. Entire Agreement

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

17. Waivers and Remedies

- 17.1 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.

18. Assignment

- 18.1 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.

19. Third party rights

- 19.1 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.

20. Information

- 20.1 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.

21. Governing Law and Jurisdiction

- 21.1 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.

22. Governing Version

- 22.1 The English version of these Terms prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms is for reference only.