

Hang Seng Credit Card Chat with D O R I End User Terms of Use

THESE TERMS OF USE (“**TERMS**”) GOVERN YOUR USE OF HANG SENG CREDIT CARD CHAT WITH D O R I (“**CHAT WITH D O R I**”) PROVIDED BY HANG SENG BANK LIMITED (“**THE BANK**” OR “**WE**”, WHICH INCLUDES OUR SUCCESSORS AND ASSIGNS). BY CLICKING “I ACCEPT” AND USING CHAT WITH D O R I, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS.

1. Definitions

1.1. Capitalised terms used in these Terms shall have the following meanings:

“**Chat with D O R I Content**” means the information, materials and content (of whatsoever nature), including (without limitation) text, data, images, photos, graphics, marks, logos or videos, which are made available, can be accessed or viewed via Chat with D O R I.

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

“**IP Rights**” means any trademarks, service marks, logos, trade names, corporate names, Internet domain names, patents, registered designs, copyrights, design rights, database rights, rights in designs, inventions, semiconductor topography rights, know-how, trade secrets or any similar right exercisable anywhere in the world, and all applications or rights to apply for the same (where such applications can be made), whether presently existing or created in the future, and whether registered or not, and all benefits, privileges, or rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

“**Merchants**” means any third party vendor or service provider that offers its products or services via Chat with D O R I to be booked, reserved, ordered or purchased.

“**Services**” means the services provided by the Bank (at its sole discretion) to enable you to raise enquiries and obtain information or offers, and to make bookings, reservations, orders or purchases, in relation to any products or services offered by Merchants via Chat with D O R I.

“**Third Party Materials**” means software, text, data, images, photos, graphics, videos, marks, logos, materials or information, provided, uploaded, transmitted, submitted or posted by or sourced from a third party (including, without limitation, a Merchant).

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 Chat with D O R I. By continuing to use Chat with D O R I 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, then your sole choice is to stop using Chat with D O R I and the Services.

3. Licensed Rights

3.1. We grant you a non-transferable, non-exclusive, revocable licence to use Chat with D O R I in Hong Kong on your mobile device for the purposes of using the Services only. You shall use Chat with D O R I and the Services for your personal purposes only.

4. Bank’s IP Rights

4.1. You acknowledge and agree that all rights, title, interest and IP Rights subsisting in Chat with D O R I, the Services and Chat with D O R I Content (including all trade marks, logos and service marks used in relation to them) are owned exclusively by the Bank or its third party licensors. You have no rights, title or interest in Chat with D O R I, the Services or Chat with D O R I Content, and no right to use them, save for the limited licence granted under Clause 3.1. You shall not use any trade mark, service mark, trade name or logo of the Bank or any other IP Rights of the Bank for any purpose. Nothing in these Terms shall be construed as granting you any rights to such trade marks, service marks, trade names, logos or IP Rights.

5. Your Conduct

5.1. You agree that you shall:

- (a) 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;
- (b) use Chat with D O R I, the Services and Chat with D O R I Content only for purposes that are expressly permitted by these Terms;
- (c) not disassemble, decompile or reverse engineer Chat with D O R I or the Services;
- (d) not engage in any activity that interferes with or disrupts Chat with D O R I or the Services, or the servers and networks through which Chat with D O R I is provided;
- (e) not copy, modify, reproduce, download, re-publish, sell, distribute, create derivative works from or resell Chat with D O R I, the Services or Chat with D O R I Content (in whole or in part);
- (f) 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 Chat with D O R I, the Services, or other telecommunications or computer systems or devices, or any data transmitted through or stored on them;
- (g) 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 Chat with D O R I is provided;
- (h) not use Chat with D O R I, the Services or Chat with D O R I Content in any way that is unlawful or breaches any applicable laws, or promotes illegal activities;
- (i) not contravene or infringe the rights of any other person;



- (j) not use Chat with D O R I, the Services or Chat with D O R I 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
- (k) not use Chat with D O R I, the Services or Chat with D O R I 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.

6. Your Content

- 6.1. You agree that by uploading, submitting, posting or transmitting data, materials or information ("Your Content"), in any format via Chat with D O R I, you grant us a worldwide, perpetual, irrevocable, non-exclusive, royalty-free and sub-licensable licence to use, copy, reproduce, process, adapt, publish, create derivative works from, translate, transmit, host and disseminate Your Content in any form, media, or technology of any nature or type, for any purpose in relation to the Services and as otherwise permitted under these Terms.
- 6.2. You warrant and undertake that you have all the rights, power and authority necessary to grant the license described in Clause 6.1. You agree that you are responsible for protecting and enforcing your own IP Rights and we have no obligation to do so on your behalf.
- 6.3. We reserve the right (but shall have no obligation) to remove, pre-screen, review, flag, filter, modify or refuse any of Your Content, at our sole discretion.

7. Third Party Materials

- 7.1. Chat with D O R I and Chat with D O R I 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. Warranties and Disclaimers

- 8.1. Chat with D O R I Content is for your general reference only, and is not and is not intended to be any advice to you.
- 8.2. Your use of Chat with D O R I is subject to the applicable terms and conditions prescribed by Facebook from time to time. We have no control over Facebook. Similarly, we have no control over any Merchant. We are not responsible for any act or omission of Facebook or any Merchant, including how Facebook or any Merchant may collect, use, transfer or handle your personal data or Your Content.
- 8.3. YOU AGREE THAT YOUR USE OF CHAT WITH D O R I, THE SERVICES AND CHAT WITH D O R I CONTENT IS AT YOUR SOLE RISK AND THAT CHAT WITH D O R I, THE SERVICES AND CHAT WITH D O R I CONTENT ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS.
- 8.4. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE BANK EXPRESSLY DISCLAIMS ALL CONDITIONS AND WARRANTIES OF ANY NATURE OR KIND, WHETHER EXPRESS OR IMPLIED, IN RELATION TO CHAT WITH D O R I, THE SERVICES, CHAT WITH D O R I CONTENT, THIRD PARTY MATERIALS OR ANY PRODUCTS OR SERVICES OFFERED, PURCHASED, ORDERED, BOOKED OR RESERVED VIA CHAT WITH D O R I, INCLUDING BUT NOT LIMITED TO ANY IMPLIED CONDITIONS AND WARRANTIES OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 8.5. WITHOUT PREJUDICE TO THE GENERALITY OF CLAUSE 8.3 OR CLAUSE 8.4 ABOVE, THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES:
 - (a) AS TO THE ACCURACY, QUALITY, COMPLETENESS, TIMELINESS, ADEQUACY, SECURITY, RELIABILITY OR VALIDITY OF CHAT WITH D O R I, THE SERVICES, CHAT WITH D O R I CONTENT OR THIRD PARTY MATERIALS;
 - (b) THAT YOUR USE OF CHAT WITH D O R I, THE SERVICES, CHAT WITH D O R I 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
 - (c) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF CHAT WITH D O R I, THE SERVICES, CHAT WITH D O R I CONTENT OR THIRD PARTY MATERIALS WILL BE CORRECTED.

9. Limitation of Liability

- 9.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, THE BANK SHALL NOT BE LIABLE TO YOU IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR FOR ANY LOSSES OF ANY NATURE OR TYPE (WHETHER GENERAL, SPECIAL, INDIRECT, DIRECT, NOMINAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL) WHICH YOU MAY INCUR OR SUFFER ARISING FROM OR IN CONNECTION WITH THESE TERMS, CHAT WITH D O R I, THE SERVICES, CHAT WITH D O R I CONTENT, YOUR CONTENT, THIRD PARTY MATERIALS OR ANY PRODUCTS OR SERVICES OFFERED, PURCHASED, ORDERED, BOOKED OR RESERVED VIA CHAT WITH D O R I, WHETHER OR NOT THE BANK WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSSES.
- 9.2. WITHOUT PREJUDICE TO CLAUSE 9.1 ABOVE, SOLELY TO THE EXTENT THAT ANY COURT OF COMPETENT JURISDICTION ISSUES A DECISION THAT CLAUSE 9.1 IS INVALID OR UNENFORCEABLE, THEN THE BANK'S TOTAL AGGREGATE LIABILITY SHALL NOT BE GREATER THAN HK\$800 IN RELATION TO THESE TERMS, CHAT WITH D O R I, THE SERVICES, CHAT WITH D O R I CONTENT, YOUR CONTENT, THIRD PARTY MATERIALS OR ANY PRODUCTS OR SERVICES OFFERED, PURCHASED, ORDERED, BOOKED OR RESERVED VIA CHAT WITH D O R I.

10. Termination

You can stop using Chat with D O R I or the Services at any time. We have the right to suspend or terminate your access to and use of Chat with D O R I or the Services at any time at our sole discretion and without notice. We also have the right to amend, delete or cease providing (in whole or in part) Chat with D O R I, the Services or Chat with D O R I Content from time to time at our sole discretion.



11. Governing Law

These Terms (including its interpretation and any disputes relating to it) shall be governed by the laws of Hong Kong. You agree to be subject to the non-exclusive jurisdiction of the courts of Hong Kong.

12. Hyperlinks

12.1. Chat with D O R I may include hyperlinks to other websites, content or resources, which are hosted, offered or provided by third parties unrelated to the Bank. You understand and agree that the Bank has no control over and does not monitor, verify, investigate or endorse, or provide any undertakings or warranties in relation to such third party websites, content, or resources, or any advertising, products, goods, services or other materials available from such websites, content or resources.

13. Cookies and Push Notifications

13.1. We use technologies like cookies to provide, monitor, analyze, promote and improve Chat with D O R I and the Services. For example, a cookie is used to remember your Facebook first name when you return to Chat with D O R I, and to improve our understanding of how you interact with Chat with D O R I and the Services. You can block cookies on Chat with D O R I, but this may result in some features of Chat with D O R I or the Services not functioning fully or properly.

13.2. Chat with D O R I will send "push notifications" to you, including booking reminders for services or products you have booked, ordered or reserved via Chat with D O R I, and advertisements and other information about products, goods, services, discounts or privileges offered by the Merchants. For advertisements and Merchant offers, we may send "push notifications" to all users of Chat with D O R I, and we may send "push notifications" to you (or any group of users of Chat with D O R I including you) on offers which may be of interest to you based on the data about your visits to and use of Chat with D O R I and the Services, including bookings, orders and reservations made via Chat with D O R I ("Visit Data"). Your Visit Data does not contain your personal data and we will not use your personal data for sending "push notifications". The "push notifications" are transmitted via the "push notification" function embedded on your mobile device. If you do not wish to receive "push notifications" from Chat with D O R I (whether booking reminders, advertisements or Merchant offers), you can click "Manage>Manage Messages>Turn Off All Messages" (or as the relevant setting is labeled or displayed from time to time) on Facebook Messenger on your mobile device. However, please note that you have to turn on this setting again in order to use Chat with D O R I and the Services, and you may receive "push notifications" during the period when this setting is turned on.

14. Severability

If any of these Terms are held invalid, illegal or unenforceable by any court or tribunal of competent jurisdiction, it will be severed and the remaining terms will continue in full force and effect as if these Terms had been made without the invalid, illegal or unenforceable terms.

15. Entire Agreement

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

16. Waiver

A failure or delay by the Bank to exercise any right or act upon a breach under these Terms will not be a waiver of that right or breach. Any waiver by the Bank of any of its rights or of a breach of these Terms must be in writing, and such waiver is limited to the particular right or breach stated therein.

17. Assignment

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.

18. Third party rights

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.

19. Language

These Terms are drafted in the English language. If these Terms are translated into any other language, the English language version shall prevail.