



## Hang Seng Bank Limited User Agreement for Hang Seng Olive (Mobile App)

Please read all of this Agreement carefully before downloading and/or using this App.

This Hang Seng Olive (Mobile App) (“**App**”) is provided by Hang Seng Bank Limited (“**the Bank**” or “**we**”, which includes our successors and assigns). This User Agreement for Hang Seng Olive (Mobile App) (“**Agreement**”) is an agreement between you as the user (including a visitor) of the App (“**User**” or “**you**”) and the Bank and applies to your use of the App and related technology provided by the Bank.

By clicking “**I accept**” and using the App, you agree to (i) the following terms of this Agreement; and (ii) the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (“**Privacy Notice**”) relevant to the App, which is incorporated into this Agreement by reference. The term “**this Agreement**” means the terms and conditions expressly set out in this document, together with the Privacy Notice and other terms and conditions applicable to the Services that may be provided by us to you from time to time.

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### 1 Definitions

Unless the context requires otherwise, terms used in this Agreement have the following meanings:

- (a) **API** means an application programming interface developed by or on behalf of the Bank to facilitate the provision of Services via the App;
- (b) **Content** has the meaning given to it in clause 9(a);
- (c) **Disabling Codes** means computer virus, Trojan horses, worms, software bombs or similar items;
- (d) **Financial Services** means insurance, banking and other financial products and services offered and/or made available by the Bank from time to time;
- (e) **Group Websites and Applications** means other Hang Seng Bank Group websites or mobile applications;
- (f) **Hang Seng Bank Group** means Hang Seng Bank Limited, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually);
- (g) **Health Challenge** means any health-related task, contest or target designed and/or made available by the Bank via the App, which allows a User to earn certain Reward Points in accordance with the relevant Reward Points Terms upon pairing the App with certain fitness wearable(s), health tracking app(s) and/or mobile device(s) and performing certain physical activities specified by the Bank from time to time;
- (h) **Health Information** means any health-related or medical information or content (including information relating to Partner Health Services) prepared or made available by any of the Health Partners’ medical practitioners, which are published on or accessible via the App;
- (i) **Health Partner** means each merchant or vendor participating in the Wellness Ecosystem;

- (j) **Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China;
- (k) **Invitation Key** means a unique code provided by us or another member of Hang Seng Bank Group, which entitles a User to be assigned a specific Membership Tier as determined by us or another member of Hang Seng Bank Group;
- (l) **Membership Tier** means the tier assigned by the Bank to each User for the purposes of clause 4(b);
- (m) **OTP** means a one-time password sent by the Bank to a User's mobile device;
- (n) **Partner Health Services** means the health, wellness or medical products and services (including medical consultation services) provided by the Health Partners in their capacity as medical institutions;
- (o) **Partner Platform** means each online platform and related systems and networks managed, operated and administered by each Health Partner, including any websites and mobile applications;
- (p) **Referral Code** means a unique code generated by a Referrer on the App to enable a Referee to download and install the App for the purpose of the User Referral Program;
- (q) **Referral Reward** means the reward (which may be in the form of Reward Point(s), offer or tiered discount code(s), or such other rewards specified by the Bank from time to time) given to each the Referrer and Referee upon completion of a successful referral under the User Referral Program;
- (r) **Referee** has the meaning given to it in clause 10(b)(ii);
- (s) **Referrer** has the meaning given to it in clause 10(b)(i);
- (t) **Reward Point** means a unit of reward under the loyalty program(s) operated and managed by the Bank for the Wellness Ecosystem, which may be used by a User to redeem rewards (such as gifts, offers and tiered discount offered by various suppliers (including but not limited to the Health Partners) or the Bank) or entitles a User to be assigned a particular Membership Tier status (or the extension of a particular Membership Tier status);
- (u) **Reward Points Terms** means such terms and conditions applicable to the Reward Points program as specified in clause 8 and as supplemented by the Bank and made available on the App from time to time;
- (v) **Services** means the features, services and information provided through the App as described in clause 3(a).
- (w) **Status** has the meaning given to it in clause 9(a);
- (x) **Third Party Information** has the meaning given to it in clause 18(b);
- (y) **Third Party Platforms** means any third party websites, mobile applications or resources;
- (z) **Third Party Services** means the services provided by third party providers, including the Partner Health Services;
- (aa) **User Account** means an account registered and maintained by a User on the App;
- (bb) **User Referral** means the referral by an existing User of new User(s) to participate in the Wellness Ecosystem;

- (cc) **User Referral Program** means the program for User Referral operated and managed by the Bank;
- (dd) **User Referral Terms** means such terms and conditions applicable to the User Referral Program as specified in clause 10 and as supplemented and made available by the Bank through designated channels from time to time;
- (ee) **WeChat Mini-Program** means Hang Seng Olive (WeChat Mini-Program), a mini-program (built within the PRC version of the WeChat platform) sponsored by the Bank and operated by HSBC Software Development (Guangdong) Limited, which enables Users to access the Wellness Ecosystem; and
- (ff) **Wellness Ecosystem** has the meaning given to it in clause 2.

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## 2 About this App

This App is a platform hosted by the Bank through which you can access a range of features and services (including the Services) enabling Users to access health and wellness-related information and services contributed by various participating merchants and other services on this App and access the WeChat Mini-Program) ("**Wellness Ecosystem**").

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## 3 Scope of Services

- (a) The Services provided through the App enable you to:
  - (i) (**Health Information**) access Health Information in the form of articles, tips, audio, videos, live streaming, quizzes, virtual workshops and in such other forms as we deem appropriate from time to time;
  - (ii) (**Wearable pairing, tracking and dashboard**) pair the App with certain fitness wearables, health tracking apps and/or mobile devices approved by us from time to time for tracking, measuring, recording and displaying data relating to your physical activities and health;
  - (iii) (**Health Challenges**) participating in Health Challenges designed by the Bank from time to time to earn certain Reward Points in accordance with the relevant Reward Points Terms;
  - (iv) (**Offers and tiered discounts**) gain access to certain offers and tiered discounts on:
    - (A) selected Partner Health Services offered by the Health Partners on a Third Party Platform separate from the App; and
    - (B) selected Financial Services offered by the Bank on an external digital platform separate from the App;
  - (v) (**Partner Platforms**) access the Partner Platforms to:
    - (A) (**e-Shops**) make online purchases of Partner Health Services at the Health Partners' online shops;
    - (B) (**e-Booking of clinics and hospitals**) schedule appointments for Partner Health Services;
    - (C) (**Tele-consultation**) remotely access certain Partner Health Services provided by the Health Partners' medical practitioners; and

- (D) **(Virtual workshops)** attend virtual workshops provided by the Health Partners' medical practitioners on health-related topics; and
- (vi) **(Others)** access other services and related activities made available by us through the App from time to time.
- (b) We have the right to introduce new Services, or vary, suspend or withdraw any existing Services from time to time without prior notice.

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#### 4 Registration

- (a) **(Registration procedures)**
  - (i) To have access to the full range of Services, you are required to follow the registration procedures specified by us from time to time, including the following:
    - (A) download the App to your mobile device;
    - (B) create a unique User Account by (1) inputting such personal particulars, contact details and other information as we may reasonably require from time to time (including your mobile number and an OTP sent to your mobile number) and/or (2) logging in to your existing user profile on a mobile application or platform specified by us, so that we may access and collect from there your information in order to create your User Account; and
    - (C) confirm your acceptance of this Agreement.
  - (ii) By registering to use the Services, you agree, confirm and accept that:
    - (A) you have attained the minimum age requirement as specified by us from time to time. Unless otherwise specified, you must be aged 18 or above to create a User Account and/or use the App. User Accounts for any person under this age can only be created by a parent or legal guardian, and the parent or legal guardian shall be responsible for ensuring the person complies with this Agreement; and
    - (B) we may send push notifications or messages to you based on your registered phone number for registration or verification purposes and in connection with your use of the App from time to time. We may also call you on your registered phone number if you require any customer service in relation to the App.
  - (iii) Your User Account is not transferrable. You can only register one User Account for accessing the App at any one time.
- (b) **(Membership tier)**
  - (i) We would assign a Membership Tier to you which determines the scope of and/or any restrictions on your use of the Services, and the offers and tiered discounts available to you. You may upgrade your Membership Tier by following such steps as required by us (such as earning and accumulating a certain number of Reward Points as prescribed under the Reward Points Terms or inputting an Invitation Key provided by us or another member of Hang Seng Bank Group on your user profile within the App).
  - (ii) The Invitation Key entitles you to be assigned a specific Membership Tier as determined by us or another member of Hang Seng Bank Group. Unless

otherwise specified by us, each Invitation Key is unique to each selected User and is not transferrable.

- (iii) The Membership Tier assigned to you is to be determined by us at our sole and absolute discretion, based on our latest record for your User Account.
  - (iv) We reserve the right to specify or vary the scope and/or any restrictions on the use of the Services, and offers and tiered discounts as applicable to you or a particular Membership Tier without prior notice.
- (c) **(Logon credentials)**
- (i) You should follow the guidance provided by us to designate your logon credentials, such as your registered phone number, password and biometric credentials, to enable us to identify you and verify your identity for logging in your User Account.
  - (ii) You may change your logon credentials at any time but any change will take effect only after we have confirmed acceptance of it.
- (d) **(Visitor mode)** If you do not register for a User Account, you may only access some of the Services via visitor mode, which is not password-protected and we are not obliged to save your browsing history, cookies, and data for any use of the App via visitor mode.

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## 5 Biometric authentication

- (a) Subject to our discretion, you may log into your User Account by using the following biometric authentication methods:
- (i) using your fingerprint registered on your mobile device in lieu of your password as a security code to confirm your identity to log in your User Account (“**Touch Identification**”); and
  - (ii) using your face registered on your mobile device in lieu of your password as a security code to confirm your identity to log in your User Account (“**Face Identification**”).
- You may still choose to log in your User Account using your other logon credentials.
- (b) In order to use biometric authentication, you must register your mobile device (with biometric identity sensor supported) for biometric authentication by completing the steps specified by us, including:
- (i) activating the biometric identity sensor on your mobile device and registering at least one of your biometric credentials to control access to the mobile device; and
  - (ii) providing such information, and perform such acts as we consider necessary for the purposes of the biometric authentication.
- (c) Once successfully registered, you may use your biometric credentials to confirm your identity for logging into your User Account.
- (d) You can deactivate biometric authentication at any time by completing the steps specified by us. Once deactivated, you may continue to log in your User Account using your other logon credentials or such other means permitted by us.
- (e) By using the biometric authentication, you acknowledge and agree that:

- (i) we are duly authorised to verify your identity by the biometric credentials registered on your mobile device instead of your other logon credentials;
- (ii) you must ensure that only your biometric credentials are stored on your mobile device to access the mobile device and you understand that upon the successful registration for biometric authentication, the biometric credentials stored on your mobile device registered for biometric authentication can be used to log into your User Account on the App;
- (iii) each time the App detects the use of a biometric credential registered on a mobile device on which you have registered for biometric authentication to access the App, you are deemed to have logged into your User Account;
- (iv) the authentication is performed by the App by interfacing with the biometric identity sensor module on your mobile device and you agree to the authentication process and our accessing and using the information obtained via the biometric identity sensor;
- (v) it is your sole responsibility to take all reasonable security measures to prevent the unauthorised or fraudulent use of biometric authentication, including but not limited to the following:
  - (A) in the case of the use of facial recognition, do not use such biometric credential for authentication purpose if you have an identical twin sibling, in which case you are recommended instead to use other logon credentials (such as your password) for authentication;
  - (B) in the case of the use of facial recognition, do not use such biometric credential for authentication purpose if you are an adolescent while your facial features may be undergoing a rapid stage of development, in which case you are recommended to instead use other logon credentials (such as your password) for authentication; and
  - (C) do not disable any function provided by your mobile device that would otherwise compromise the security of the use of your biometric credentials for authentication purposes (eg disabling “attention-aware” for facial recognition); and
- (vi) we do not represent or warrant that the biometric authentication function of the App will be accessible at all times, or be compatible with any electronic equipment, software, infrastructure or other services that we may offer from time to time.

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## 6 User acknowledgements

You acknowledge that:

- (a) **(Purpose of the App)**
  - (i) the App is intended for general health and wellness purposes only, and is not intended for use in detection, diagnosis, monitoring, mitigation, management, treatment, cure or prevention of any health or medical condition, disease, or vital physiological process, or for transmission of time-sensitive health information; and
  - (ii) you rely on the App and engage in any Services or related activities solely at your own risk;

- (b) **(Jurisdiction)** the App is intended for individuals who access it from within Hong Kong, and is not intended for download or use by persons in any jurisdiction where such download or use would be contrary to any law or regulation of such jurisdiction or where the Bank is not licensed or authorised to provide the App and/or any of the Services. The Bank does not represent or warrant that the App and/or the Services are appropriate or permitted or available for use outside Hong Kong. Please do not use the App and/or the Services if you are outside Hong Kong. If you access the App and/or the Services outside Hong Kong, you are responsible for observing all applicable laws and regulations of the relevant jurisdiction. Your continued use of the App and/or the Services will be deemed as your confirmation that you are accessing the App from within Hong Kong and your acceptance of this Agreement.
- (c) **(Tax compliance)** you are solely responsible for understanding and complying with your tax obligations or liabilities (if any) (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations or liabilities may arise and relating to your use of the App and the Services and the offers and tiered discounts made available to you via the App. Neither we nor any other member of the Hang Seng Bank Group have responsibility in respect of your tax obligations or liabilities in any jurisdiction which they may arise including any that may relate specifically to your use of the App and the Services and the offers and tiered discounts made available to you via the App.
- (d) **(Health Information)**
- (i) any Health Information provided on or accessible via the App are solely provided and published by the Health Partners as principal. We solely perform the role of information dissemination and redirection platform, and are not involved or do not act as the Health Partner's agent in the provision of any such information;
  - (ii) any Health Information found, acquired, or accessed through the App is made available for general guidance only and does not take into account your particular circumstances. We do not warrant or represent the completeness and accuracy of such information in any circumstances and especially in relation to your symptoms or conditions. You should consult a registered medical practitioner before acting on any information available on or accessed through the App; and
  - (iii) if you have any health or medical conditions, or are unfit, you should consult a registered medical practitioner. If it is an emergency, you must contact the emergency services immediately. You shall not rely on the information on the App as any form of alteration or alternative to medical advice from any registered medical practitioner, nor shall you use such information as a reason to disregard any medical advice or not to contact the emergency services;
- (e) **(Wearable pairing, tracking and dashboard)**
- (i) the App intends to provide a means for you to (A) track and monitor your physical activity and health, (B) store such data, and (C) interact with other Users in this regard. It is not intended to be a medical or scientific device, and the accuracy and reliability of any data collected and stored in the App will not be sufficient for medical purposes. We do not warrant or represent that any Service may achieve any results, or is suitable for any particular purpose or for your needs;
  - (ii) we are not responsible for any health or medical conditions that may result from your use of any fitness wearable, health tracking app or mobile device paired with the App for participating in any Health Challenge and/or setting and pursuing any exercise or diet programmes, results, targets or ranks. If you

experience any health or medical conditions, you must stop using relevant functions of the App and consult a registered medical practitioner immediately; and

- (iii) your physical activities and health data tracked, measured or recorded by your fitness wearable, health tracking app or device and displayed on the App is for your reference only. We do not warrant or represent the accuracy, reliability and availability of such information;
- (f) **(Offers and tiered discounts)** any offers and tiered discounts in connection with the Partner Health Services or Financial Services made available via the App do not constitute our offer, solicitation, approval, endorsement or recommendation of such services, nor our representation that such services are suitable for any particular purpose or for your needs. You should consult a registered medical practitioner before redeeming any offers and tiered discounts or using any Partner Health Services redeemed;
- (g) **(Partner Health Services)**
  - (i) any Partner Health Services displayed on or accessible via the App are solely provided by the Health Partners as principal. We solely perform the role of information dissemination and redirection platform, and are not involved in nor act as the Health Partner's agent in the provision of any such services;
  - (ii) we are not engaged in the practice of medicine or healthcare profession, and do not recommend the use of the App for any medical purposes. Only registered medical practitioners can provide diagnosis and prescribe medical treatment on your symptoms or conditions, or any other individual's symptoms or conditions; and
  - (iii) any Partner Health Services are provided by the Health Partners either online on their own Partner Platforms or offline in a clinic, hospital or other physical location, and are subject to availability. Fees and charges may apply to such services. Our provision of in-app access and/or redirection for you to make appointment for or remotely receive such services cannot be regarded as our admission of any liability arising out of your use of such services. We shall have no obligations or liabilities in relation to any Partner Health Services provided by the Health Partners (including, without limitation, their quality and supply);
- (h) **(Partner Platforms)**
  - (i) the Health Partners are solely responsible for operating and maintaining their Partner Platforms for Users to (i) purchase Partner Health Services via the Health Partners' own payment gateway(s); (ii) schedule appointments for Partner Health Services; (iii) remotely access the Partner Health Services (where available); and (iv) attend health virtual workshops; and
  - (ii) we are not involved or do not act as the Health Partner's agent in the operation and maintenance of the Partner Platform (including but not limited to any booking systems, payment gateway services and video conferencing systems), and do not assume any liability arising from or relating to the Partner Platform; and
- (i) **(Remuneration)** to the extent permitted by applicable laws and regulations, we may receive for our own benefit certain remuneration, rebate, benefit, allowance, brokerage or commission and any other payment or advantage directly or indirectly from the Health Partners in connection with the Services provided through the App.

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## 7 User undertakings

You undertake:

- (a) to only use the App and the Services for purposes that are permitted by this Agreement;
- (b) to provide us with such information as we may reasonably request from time to time for the purposes of verifying your identity and providing the Services on the App;
- (c) to use your genuine identity when using the Services on the App (including registering for a User Account);
- (d) to use the App or the Services as principal and not as anyone's agent;
- (e) to ensure that all the information provided by you in connection to the Services on the App is, and shall remain, true, accurate, correct and complete;
- (f) to the extent permitted by applicable laws and regulations, to keep all information obtained through the Services on the App secure and confidential;
- (g) not to use the App or the Services in any way that is illegal or in breach of any applicable laws or regulations (including money lending, anti-money laundering and gambling laws and regulations);
- (h) not to use the App or the Services in a way that is fraudulent, malicious, abusive, libellous, obscene, threatening, inappropriate or in contravention of any agreement with us;
- (i) not to use the App or the Services in any way that contravenes or infringes upon our rights or the rights of any third party (including intellectual property rights or proprietary rights); and
- (j) not to engage in any activity that interferes with the Services on the App or disrupts the use of the Services on the App by other Users.

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## 8 Reward Points program

- (a) **(Objective)** The Reward Points program is a loyalty program operated and managed by the Bank to allow Users to (i) earn reward points in the form of Reward Points by performing certain activities on the App and (ii) use such points to redeem rewards specified by us from time to time.
- (b) **(Applicable terms)** Your participation in the Reward Points program is governed by the Reward Points Terms.
- (c) **(Eligibility for Reward Points)**
  - (i) By performing the activities eligible for earning Reward Points prescribed under "My Points", you may be rewarded certain Reward Points. In respect of the same eligible activity, the amount of Reward Points rewarded may vary across different Membership Tiers.
  - (ii) By earning and accumulating a certain number of Reward Points, we may (at our discretion) upgrade or extend your Membership Tier status in accordance with the Reward Points Terms. We may also (at our discretion) grant you an instant upgrade or extension of your Membership Tier status upon your completion of certain eligible activities.

- (iii) The reward of the Reward Points may be subject to certain validation procedures prescribed by the relevant supplier and/or the Bank.
  - (iv) We may not reward Reward Points:
    - (A) if we believe that an activity on the App has been initiated for an improper purpose. For example, initiating and cancelling certain activities with the intent to earn Reward Points is an improper purpose; or
    - (B) for any other reason we deem appropriate.
  - (v) We will determine, in our sole and absolute discretion, the eligibility of Reward Points based on records held by us. In case of any discrepancy, our records will be final and conclusive.
  - (vi) The list of activities eligible for earning Reward Points and the amount of Reward Points corresponding to each eligible activity may change from time to time. We have no obligation to clarify which activities are ineligible for Reward Points before you undertake an activity on the App, and are not liable to you for any change of ineligible activities or amount of Reward Points rewarded for each eligible activity.
- (d) **(Accumulation and Redemption of Reward Points)**
- (i) Reward Points will be accumulated for a period during which they may be redeemed in accordance with the Reward Points Terms. We may from time to time prescribe the expiry date of such period upon which any unredeemed Reward Points will expire and be reset to zero.
  - (ii) Reward Points may be redeemed for rewards as prescribed under "Membership Tier". We will from time to time update the list of rewards and/or suppliers (which may or may not include Health Partners) and the relevant redemption details and conditions.
  - (iii) Reward Points accumulated and redeemed will be shown under "Membership Tier".
- (e) **(Acknowledgements)** You acknowledge and agree that:
- (i) in addition to the Reward Points Terms, the redemption and/or use of the rewards may be subject to additional terms and conditions specified by us from time to time;
  - (ii) the Reward Points cannot be transferred or redeemed for cash;
  - (iii) any reward is subject to availability;
  - (iv) our records of your accumulation of Reward Points are final, conclusive and binding on you save for manifest error;
  - (v) we may change, modify, suspend or terminate the Reward Points program at any time at our sole and absolute discretion without prior notice. This includes, but is not limited to, the applicable earning and redemption rates of Reward Points, the activities eligible for earning Reward Points, and the list of rewards available for redemption;
  - (vi) if any dispute arises in relation to the Reward Points program (such as the records of Reward Point accumulation and redemption), our decision is final and conclusive;

- (vii) any redeemed rewards offered by a supplier are directly supplied to you by the relevant supplier who is solely responsible for the obligations and liabilities arising from the provision of such services, offers or discounts; and
- (viii) we will not be responsible in any way for any redeemed rewards. You shall resolve any claims, disputes or complaints with the relevant supplier directly and no claims by you against the supplier may be the subject of set-off or counter-claims against us or any other member of the Hang Seng Bank Group.

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## 9 Social sharing

- (a) We may, at our discretion, allow you to enable social sharing functions on the App. If you elect to enable such functions, your profile and status (including your nickname) showing you as a User of the App (collectively the “**Status**”), together with any message, image, photo, and/or other information (collectively the “**Content**”), may be posted, shared and viewable by other Users of the App. In using the App, you are solely responsible for the consequences of uploading, posting, dispatching, transmitting, sharing or otherwise making available the Content, whether in whole or in part, on the App.
- (b) We are not responsible for the confidentiality of the Content. By submitting or making the Content available on the App, you warrant that you have the authority to, grant us a non-exclusive, perpetual, worldwide, royalty free, transferrable licence to use, reproduce, distribute and make available the Content in any and all media and manner. You also grant each User of the App to access the Content.
- (c) In connection with your use of the App, or in the course of your interactions with any User, you must not post or share any Content that is or is likely to be:
  - (i) infringing any rights, title, interest or intellectual property rights of any third party;
  - (ii) illegal, obscene, defamatory, offensive or threatening;
  - (iii) containing hostile, discriminatory, or disturbing content; inappropriate or insulting to any User or any third party; or
  - (iv) disclosing personal data or information of another User or any third party unless you receive such User’s or third party’s prior express consent to do so.
- (d) If any of the Content is or is likely to, in our view, fall under any of the above categories, in addition to other remedies available to us, we may remove any of the Content and/or to terminate your use of the App immediately without prior notice or explanation at our sole and absolute discretion.

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## 10 User Referral Program

- (a) **(Objective)** The User Referral Program is a brand promotional campaign offered by us to increase the awareness of the general public about our brand and the Wellness Ecosystem.
- (b) **(Eligibility)** To be eligible to participate in the User Referral Program:
  - (i) a referrer must be an existing User of the App (“**Referrer**”); and
  - (ii) a referee must be a new User who (in our sole opinion) has not successfully registered for a User Account on both the WeChat Mini-program and the App (“**Referee**”).

- (c) **(Applicable terms)** Your participation in the User Referral Program is governed by the User Referral Terms (as amended and supplemented from time to time).
- (d) **(Referral)** To make a successful referral:
- (i) the Referrer must generate a unique Referral Code on the App, and share the Referral Code with the Referee through such channel(s) as prescribed by us from time to time; and
  - (ii) the Referee must download the App and complete the registration process (in accordance with clause 4) using the Referral Code received from the Referrer.
- (e) **(Referral reward)** When a successful referral is made, each of the Referrer and Referee will be given a Referral Reward in accordance with the Reward Points Terms.
- (f) **(Acknowledgement)** Each Referrer and Referee acknowledges and agrees that:
- (i) the Referrer and the Referee cannot be the same person;
  - (ii) each Referee in a successful referral can only be referred once by one Referrer and cannot be repeatedly referred by other Referrer(s);
  - (iii) if two or more Referrers claim to have referred the same Referee, the Referrer whose Referral Code is used by the Referee to register for a User Account will be entitled to receive the Referral Reward;
  - (iv) we are not the sender of the Referral Code to any Referee, and will not assume any responsibility for any referral made by a Referrer (including any improper, unlicensed or unlawful conduct) under the User Referral Program;
  - (v) a Referrer or Referee who is found or suspected by us to have breached the User Referral Terms will be disqualified from the User Referral Program and will not be entitled to any Referral Reward (whether rewarded or accrued to the Referrer or Referee or not);
  - (vi) the Referrer's and the Referee's eligibility for participation in the User Referral Program and/or any Referral Reward is to be determined by us at our sole and absolute discretion, based on our latest records;
  - (vii) the use or redemption of the Referral Reward is subject to the terms and conditions of the relevant Referral Reward, as notified to the Users by the Bank from time to time;
  - (viii) the Referral Reward cannot be transferred, returned, exchanged, or redeemed for cash; and
  - (ix) we reserve the right to modify or terminate the User Referral Program and/or substitute the Referral Reward with any alternative rewards without prior notice.
- (g) **(Undertaking)**
- (i) Each Referrer and Referee undertakes:
    - (A) to comply with all applicable laws and regulations at all times;
    - (B) not to offer, promise, give or receive any bribe of any kind (including without limitation any facilitation payment), in relation to the User Referral Program, whether that bribe is of a financial nature or otherwise, and shall not procure or encourage another person to do

so; and

- (C) to indemnify and hold us and our officers and employees harmless from and against any and all losses or liabilities which we may suffer or incur, and any claims by any third party against us, arising from or relating to:
  - (aa) any fraud, wilful misconduct, gross negligence by the Referrer or Referee (or its agents) in participating the User Referral Program;
  - (ab) any breach of the User Referral Terms by the Referrer or Referee; or
  - (ac) any breach of any applicable laws and regulations by the Referrer or Referee in participating the User Referral Program.
- (ii) The Referrer further undertakes:
  - (A) not to hold himself/herself out as our agent or that he/she is otherwise associated, connected or authorised by us to act on our behalf for making a referral under the User Referral Program;
  - (B) not to purport or attempt to offer to sell, counsel or recommend any banking, investment, insurance, medical or health products and/or services to the Referee, and instead only promote our brand and the Wellness Ecosystem (to the extent required to make a successful referral) in accordance with the User Referral Terms;
  - (C) to disclose to each Referee that he/she will receive certain Referral Reward from us by making a successful referral under the User Referral Program;
  - (D) to ensure that the Referee welcomes the User Referral Program before sharing with him/her the Referral Code; and
  - (E) not to engage in any false, misleading, improper or deceptive conduct (such as unsolicited Referral Code, telephone calls or correspondence) towards any potential Referee.

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## **11 Data charges**

Data charges (including roaming charges) imposed by your mobile service provider may apply. You are responsible for these charges.

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## **12 Usage of App on devices**

You must not use the App on any mobile device or operating system that has been modified outside the mobile device or operating system vendor-supported or vendor-warranted configurations. This includes mobile devices that have been “jail-broken” or “rooted”. For the purpose of this Agreement, a jail-broken or rooted mobile device means one that has been freed from the limitations imposed on it by your mobile service provider and the mobile device manufacturer without their approval.

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## **13 Licensed rights and restrictions**

- (a) In consideration of you agreeing to abide by the terms of this Agreement, we grant you a non-transferable, non-exclusive license to download and use the App on your mobile device for your personal purposes only.
- (b) You may not use the App for any purpose which is unlawful, abusive, libellous, obscene, threatening or inappropriate in any other way.

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#### **14 Trade marks and copyright**

- (a) All trade marks, logos and service marks in the App (including but not limited to “HANG SENG”, “HANG SENG HEALTH”, “HANG SENG OLIVE”, “恒生”, “恒生健康” and “恒生 OLIVE” trade marks) are owned by the Bank and other trade mark owners and you are prohibited from using them without our prior written consent.
- (b) Android, Google Play and the Google Play logo are trademarks of Google LLC.
- (c) Apple, the Apple logo, and iPhone are trademarks of Apple Inc., registered in the US and other countries. App Store is a service mark of Apple Inc.
- (d) All contents in the App (including any text, graphics, links and sounds) are protected by copyright. You are prohibited from modifying, reproducing, storing in a retrieval system, transmitting (in any form or by any means), copying, distributing, re-using, re-posting, reverse-engineering, decompiling, using for creating derivative works or in any other way for commercial or public purposes any part of such contents and related materials without our prior written consent.

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#### **15 Privacy and personal data**

- (a) We will handle your personal data collected via the App in accordance with our Privacy Policy Statement, which may be amended or replaced from time to time.
- (b) On your mobile device, we may ask you to switch on certain functions, such as the camera function and location services, and to share your contacts list with us. This will allow you to enjoy certain functions on the App. If you agree to turn on these functions, we may for example, track your geolocation and IP address.
- (c) Please read our Privacy Notice carefully before providing any personal data via the App. By using the App, you acknowledge that you have read and understood our Privacy Notice and consent to our handling of your personal data (including sensitive personal data and direct marketing) in accordance with our Privacy Notice.

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#### **16 System requirements**

- (a) We may update the App from time to time. You should:
  - (i) keep the App up-to-date, or you may not have access to the App, or the Services provided through the App; and
  - (ii) keep the operating system of your mobile device up-to-date, or our App may stop supporting an older version of the operating system.
- (b) The App may be temporarily unavailable when we are conducting maintenance or system updates. The availability of the App is dependent on the reliability and availability of third-party service providers including software, network and other service providers that enable your access to the App.
- (c) You must:

- (i) follow all security precautions prescribed by the manufacturer of your mobile device operating system;
- (ii) not decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with the App, the Services, or any software comprised in them;
- (iii) not take any action that would enable you to gain access to or to tamper with or use any of our systems or networks, or any third party systems or networks;
- (iv) not deliberately introduce, or risk introducing any viruses or other harmful software, not take any action to circumvent any anti-virus precaution, or to damage the App in any way; and
- (v) download the App and its updates only from our official sources.

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## 17 Disclaimer

(a) **“As is” basis**

- (i) The Health Information, Partner Health Services and other materials are provided to or accessible by you via the App on an “as is” or “as available” basis. We do not give any warranty or representation of any kind, whether express or implied, non-infringement, security, availability, accuracy, reliability, timeliness, correctness, completeness, suitability, fitness for a particular purpose or freedom from Disabling Codes in relation to the App or any of such information, services and materials contained in the App.
- (ii) You are solely responsible for:
  - (A) preventing, safeguarding and ensuring that no Disabling Code is uploaded, transmitted or installed onto or via the App; and
  - (B) ensuring adequate protection and back up of data and/or equipment for your mobile device, including taking reasonable and appropriate precautions.

We are not responsible for any loss, damage or expenses of any kind which you may incur or suffer as a result of or in connection with any of the matters set out in this clause 17(a).

- (b) **(Software and hardware functionality)** We do not represent or warrant the accuracy, functionality or performance of any software or hardware provided by us or third parties that may be used in connection with the use of the App, or the appropriateness of such software or hardware for any particular system. You should familiarise yourself with the terms of service applicable to any third-party software or hardware that may be used in connection with the use of the App.

(c) **(Electronic transmission)**

- (i) Information (including your logon credentials) sent over the Internet cannot be guaranteed to be completely secure. We are not responsible for any loss, damage or expenses of any kind which you may incur or suffer as a result of or in connection with any delay, loss, diversion, interception, alteration or corruption of any message sent to or received from us at your request, over the Internet. We are not responsible in any manner for any direct, indirect, special or consequential damages which you may incur or suffer arising from or in connection with the use of the App.

- (ii) Communication over the Internet may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet or any other reason.

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## 18 Third party websites, mobile applications or services

- (a) Your use of the Services may be subject to separate agreements you may enter into with third parties. These third parties may include your mobile device operating system provider, mobile device manufacturer, mobile service carrier, and any third-party platform or social media platform that you access or use in connection with the Services. You agree to comply with all applicable third-party terms and agreements when using the Services. We are not a party to those agreements. We are not responsible for the third parties and the products and services provided by any third parties.
- (b) The App may offer access to Health Information, information about Third Party Services, and other materials prepared and/or issued by persons other than the Bank (together, “**Third Party Information**”) and may provide contents compiled from such Third Party Information in any form, medium or means. The Third Party Information and/or Third Party Services may be provided in the App or accessible via hyperlinks or APIs in the App to Third Party Platforms. The Bank:
  - (i) does not investigate, verify, monitor, or endorse the contents, accuracy, completeness, timeliness, opinions or views expressed, and other links provided via the Third Party Information or at these Third Party Platforms;
  - (ii) is not a party to any contractual arrangements entered into between the User and the third party providers of the Third Party Services, and shall not be deemed to endorse, recommend, guarantee or introduce such Third Party Services; and
  - (iii) expressly disclaims all liability and responsibility for any loss or liabilities arising from or relating to any defect, error, omission, imperfection, fault, mistake, unavailability, inaccuracy, failure to perform actions, violation of laws and regulations, or unlicensed or illegal activities in connection with the Third Party Information and/or the Third Party Services found on the App or any of the Third Party Platforms that link to or from the App.
- (c) You are solely responsible for making all enquiries, investigation and independent judgement before proceeding with any online or offline access or dealing with any person through the Third Party Platforms (which includes, without limitation, the Health Partner Platforms). You understand and accept that all activities conducted by you via or in the App are at your own risk. Your rights and obligations when using the Third Party Platforms are governed by the terms and policies of such platforms. We do not warrant the security of any information that you may forward or provide to any person via the Third Party Platforms. 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 Platforms via the App.
- (d) Hyperlinks or APIs to other Group Websites and Applications may be included in the App 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.

- (e) Disclosure of health information:
  - (i) Any information provided by you for use in the App is on a voluntary basis.
  - (ii) The App supports third party apps/ devices such as Huawei Health, Google Fit and iOS Health app, participants can grant the right to the App to access the health data in such third party apps/ devices. For any mobile device without Huawei Health app or Google Fit app, we will utilize the built-in Android Mobile Step Counter inside the App.
  - (iii) The App will access, use and store your health and wellness data, for example “Activity” data in accordance with the Privacy Notice.
  - (iv) We are not responsible for any errors, omissions or inaccuracies in the data received from such third party apps/devices.

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## **19 User liabilities and indemnities**

You are fully liable for, and will indemnify, hold harmless and defend us against all losses, claims, damages, liabilities, fees, charges, costs and expenses of any kind arising from or in connection with:

- (a) your access to and use of the App;
- (b) our reliance on the information provided by you (including information relating to your existing user profile on a mobile application or platform specified by us which we may access for the purpose of creating your User Account pursuant to clause 4(a)(i)(B));
- (c) any breach by you of this Agreement, any intellectual property or other right of ours or any other person;
- (d) your failure to take adequate security measures for safeguarding any information, software and systems required for your access to and use of the App; and
- (e) access to or use of the App by any other person using your User Account (including but not limited to the breach of this Agreement by that person).

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## **20 Suspension and termination**

- (a) We have the right to suspend or terminate your access to the App or any Service at any time at our sole and absolute discretion without giving you notice or reason if:
  - (i) you have seriously or persistently breached any of the terms of this Agreement;
  - (ii) we know or reasonably suspect that:
    - (A) your use of the App or any Service breaches any applicable laws or regulations; or
    - (B) you have committed or are about to commit fraud or any other illegal or improper act in connection with your use of the App or any Service;
  - (iii) you are not eligible or entitled to download the App or use any Service for any reason; or
  - (iv) the App is withdrawn by Apple or, Google Inc. for any reason.
- (b) You may terminate your access to the App at any time by closing your User Account

through contacting our Customer Contact Centre Hotline at (852) 2596 6262.

- (c) If we terminate your access to the App or any Service pursuant to clauses 20(a)(i) and (ii), you will not be able to register a new User Account using the same mobile number.
- (d) If you terminate your access to the App pursuant to clause 20(b), we may (at our sole discretion) allow you to subsequently register a new User Account using the same mobile number, but all records of past activities on your old User Account will not be retrievable upon your termination and will not be transferred to any new User Account created by you.

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## 21 Variation

We have the right to vary the provisions of this Agreement from time to time and notify you of the variations when you next launch the App. You are required to read and accept the variations before continuing your use of the App. If you do not accept the variations, you should cease to use the App.

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## 22 General provisions

- (a) **(Waiver)** No failure or delay on the part of the Bank in exercising any right or remedy under this Agreement shall operate as a waiver of, or impair, any such right or remedy.
- (b) **(Assignment)** This Agreement is for the benefit of the Bank and its successors and assigns. The Bank may assign or transfer any of its rights under this Agreement. The Bank may also delegate or subcontract the performance of any obligation under this Agreement.
- (c) **(Governing law)** This Agreement is governed by and shall be construed in accordance with the laws of the Hong Kong.
- (d) **(Jurisdiction)** You submit to the non-exclusive jurisdiction of the courts of the Hong Kong but this Agreement may be enforced in the courts of any competent jurisdiction.
- (e) **(Severability)** The illegality, invalidity or unenforceability of any provisions of this Agreement shall not affect the legality, validity or enforceability of any other provisions.
- (f) **(Language)** The English version of this Agreement shall prevail to the extent of any inconsistency between the English version and the Chinese version.
- (g) **(Electronic signature)** Your indication of agreement to any terms (including this Agreement) via the App or such other electronic means prescribed by us from time to time constitutes your electronic signature for the purposes of the Electronic Transaction Ordinance (Cap. 553 of the Laws of Hong Kong).
- (h) **(No third party rights)** No person other than the Bank and the User will have any right to enforce or enjoy the benefit of any of its provisions under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).

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## 23 Contact us

If you have any questions regarding this Agreement, please contact us at:

**Customer Contact Centre Hotline:** (852) 2596 6262

Effective Date: 28<sup>th</sup> February, 2021 (Updated in January 2023)