



Standard Chartered Bank Instant Messaging Terms and Conditions

1. These Standard Chartered Bank Instant Messaging terms and conditions (“**Terms**”) govern your access to and use of the communication channel through an instant messaging application (e.g. WhatsApp, WeChat, etc.) (“**Application**”) with the relevant entity of the Standard Chartered group you have a banking relationship with (the “**Bank**”, “**we**”, “**us**” or “**our**”) (“**IM Channel**”).
2. To access the IM Channel, please follow the instructions provided by your relationship manager to connect with our official instant messaging account on the relevant Application (“**Bank IM Account**”).
3. By connecting with the Bank IM Account and your use of the IM Channel, you consent and agree to be bound by these Terms, as supplemented by and to be read in conjunction with the rest of our banking agreement, including the:
 - a. Client Terms;
 - b. Privacy Notice; and
 - c. Any other terms and/or documents forming part of our banking agreement
 (“collectively the “**Other Terms**”).
4. In the event of any conflict or inconsistency between these Terms and the Other Terms, these Terms shall prevail over the Other Terms in relation to any matter concerning the IM Channel.

Use of the IM Channel

5. You acknowledge that you will need to connect to the Bank IM Account and perform the necessary procedures to register, verify, activate and link your account to enable you to access and use the IM Channel.
6. Once you have successfully linked your account with the Bank IM Account, we are entitled to assume that we are interacting with you through the Application. We are not liable in the event of any fraud and/or impersonation incidents through the IM Channel.
7. In accessing the IM Channel, you shall at all times communicate with us only through the Bank IM Account as notified to you by us from time to time.
8. You acknowledge and consent to the monitoring and recording of all communications made between you and us through the IM Channel (including any documents shared, annotated and exchanged). We will keep records of such communications in accordance with applicable legal and regulatory obligations and our internal policies. We may use the recorded communications in any dispute as admissible evidence, and you agree not to challenge their validity, admissibility, enforceability, reliability, accuracy or authenticity on the basis that they are in electronic form. You agree that the recorded communications remain our property.
9. You can stop using the IM Channel at any time by delinking from the Bank IM Account. We also have the right to suspend and terminate the IM Channel or your access to the IM Channel at our sole and absolute discretion and at any time without prior notice to you. For example, we may not provide you with continued access to the IM Channel if you are located in countries or territories



that are subject to sanctions or other restrictions. In such cases, you will not be able to access the IM Channel.

10. We will send communications and documents to you through the Application, including communications for marketing purposes subject to and in accordance with the consent you have provided for the Bank to do so. You shall not construe any communications and documents we provide to you through the IM Channel as legal, tax or financial advice and you shall consult your own independent analysis and be fully responsible for any decisions you may make in relation to your account(s) with the Bank.
11. You agree that the type of communication or information (including any document) permitted to be transmitted through the IM channel will be determined by us in our sole and absolute discretion, and you may not be able to send certain content to us through the IM Channel, which may be notified to you by us from time to time.
12. You understand that for the purposes of submitting and/or providing instructions to us, you should use your usual channels with us, such as the myRM application. Any instructions provided to your relationship manager through the IM Channel shall not be deemed accepted and/or binding on us.
13. You acknowledge that the IM Channel relies on an Application which is provided on an “as is” and “as available” basis through an independent third-party that is unaffiliated with the Bank, and we do not have any control over the Application. We do not make any express or implied representation, guarantee, warranty or agreement of any kind in relation to the Application or any of its contents, including its security, reliability or functionality, that the Application is or will remain free of viruses and/or will be accessible at all times.
14. You also acknowledge that your use of the Application remains subject to all applicable terms and policies as prescribed by the independent third-party from time to time, and any agreement shall be made solely between you and such independent third-party. We will not be obliged to notify you of such terms and policies and it remains your responsibility to comply with the same.
15. You acknowledge that the IM Channel does not guarantee that you will have access to your relationship manager at all times. If you are unable to reach your relationship manager, you may leave offline messages through the IM Channel and your relationship manager will respond as soon as possible within business hours.
16. You acknowledge and accept the risks of communicating with us by electronic means, including the risk of communications being intercepted, and delay or failure to receive communications. You further acknowledge and accept that any communications between you and us may not be encrypted, and we will not be responsible or liable to you for any possible release, loss or interception of such information due to circumstances beyond our reasonable control.

Your responsibilities

17. You are responsible for the security of your electronic equipment, mobile device, security code, and the confidentiality of your information. You must inform us as soon as possible of any changes in



your contact information and/or if you lose your electronic equipment or mobile device or if you are aware of anyone using it without your permission. You acknowledge that anyone with whom you share your electronic equipment, devices, login credentials may be able to see all messages that you have exchanged with us through the Application, including your conversation history.

18. You must take all reasonably practicable measures to ensure that any electronic equipment or mobile device from which you access the IM Channel is free of and adequately protected against any computer virus or other malicious software.
19. You may not access or use the IM Channel on any electronic equipment or mobile device that you know or have reason to believe has had its security or integrity compromised (for example, where the device has been “jail broken” or “rooted”). You will be solely liable for any losses incurred as a result of such access or usage.
20. You are also responsible for downloading the latest version of the Application, checking for any updates from time to time and supporting the software, hardware and/or operating systems required for the continued access to and use of the IM Channel.
21. You undertake that you shall be responsible for compliance with applicable laws and regulations (including any geographical local restrictions on the use of the Application and/or the IM Channel) and that you shall not use the IM Channel for any commercial or improper purposes. We shall not be responsible for any improper or unauthorised use of the IM Channel by you or any other person.

General

22. To the fullest extent permitted by applicable law, you agree that we (including our parent, affiliates and subsidiaries) shall not be held liable for any claim, liability, cost, damage, loss or expense of any kind howsoever arising, whether direct, indirect, consequential, special, punitive, exemplary or economic, from or in connection with your access or use of the IM Channel, the availability or non-availability of the IM Channel, your access or use of the Application, any fault, system down-time, delays or functionality error of the Application, failure in or loss of access to the Application, any refusal to accept or process your instruction(s) submitted through the IM Channel, any transmission of information between you and us through the Application, any act or omission of third party service providers or any third parties, or due to factors beyond our reasonable control.
23. You agree to indemnify us against any and all claims, actions, demands, loss, damages and liabilities arising from, and any costs, charges and expenses arising directly or indirectly out of or incurred in connection with your improper use of the IM Channel, any incorrect or misleading representation or warranty given by you, or any failure by you to comply with these Terms.
24. These Terms do not create or confer any rights or benefit enforceable by any person not a party to it except members of the Standard Chartered Group, or our successor or assignee of the rights and benefits of these Terms.
25. These Terms may be made available to you in both English and another language. The English version shall prevail in the event of any discrepancy between the two versions.



26. These Terms are governed by the laws of the jurisdiction of the relevant entity of the Standard Chartered group you have a banking relationship with.
27. We may amend these Terms from time to time in our sole and absolute discretion in accordance with applicable law. By continuing to use the IM Channel following any new amendment, you will be deemed to have accepted the amended Terms.



渣打銀行即時通訊條款和條件

1. 下列渣打銀行即時通訊條款及細則（“條款及細則”）用以管轄閣下通過即時通訊應用程式（例如 WhatsApp、微信等）（“應用程式”）溝通平台與閣下有銀行業務關係的渣打集團相關實體（“銀行”、“我們”或“我們的”）（“即時通訊平台”）進行溝通。
2. 接連及使用即時通訊平台，請按照閣下的客戶經理提供的指示，連接到我們在相關應用程式上的官方即時通訊賬戶（“銀行即時通訊賬戶”）。
3. 通過連接銀行即時通訊賬戶並使用即時通訊平台，閣下同意並接受受這些條款及細則的約束，並且這些條款及細則應與我們的銀行協議的其餘部分一併閱讀，包括：a. 客戶條款；b. 隱私聲明；以及 c. 構成我們銀行協議一部分的任何其他條款和/或文件（統稱為“其他條款”）。
4. 如果這些條款及細則與其他條款之間存在任何衝突或不一致，以這些條款及細則為準，但僅限於與即時通訊平台相關的事項。

即時通訊平台的使用

5. 閣下確認閣下需要連接到銀行即時通訊賬戶並執行必要的程序註冊、驗證、激活和鏈接閣下的賬戶，以便閣下能夠接連及使用即時通訊平台。
6. 一旦閣下成功將賬戶與銀行即時通訊賬戶鏈接，我們有權假定我們正在通過應用程式與閣下互動。如果通過即時通訊平台發生任何欺詐和/或冒充事件，我們不承擔責任。
7. 在接連即時通訊平台時，閣下應僅通過我們不時通知閣下的銀行即時通訊賬戶與我們溝通。
8. 閣下確認並同意我們對通過即時通訊平台進行的所有通信（包括任何共享、註釋和交換的文件）進行監控和記錄。我們將根據適用的法律和監管義務以及我們的內部政策保留這些通信記錄。我們可能會在任何爭議中使用記錄的通信作為可接受的證據，閣下同意不以它們是電子形式為理由挑戰其有效性、可接受性、可執行性、可靠性、準確性或真實性。閣下同意記錄的通信乃屬我們的財產。
9. 閣下可以隨時通過取消鏈接銀行即時通訊賬戶停止使用即時通訊平台。我們也有權在任何時候自行決定暫停和終止即時通訊平台或閣下對即時通訊平台的接連，且無需事先通知閣下。例如，如果閣下位於受制裁或其他限制的國家或地區，我們可能不會繼續為閣下提供即時通訊平台的接連權限。在這種情況下，閣下將無法接連即時通訊平台。
10. 我們將通過應用程式向閣下發送通信和文件，包括在閣下同意的情況下用於營銷目的的通信。閣下不應將我們通過即時通訊平台提供的任何通信和文件視為法律、稅務或財務建議，閣下應自行進行獨立分析並對閣下可能在與銀行賬戶相關的任何決策負全責。
11. 閣下同意我們將全權決定允許通過即時通訊平台傳輸的通信或信息類型（包括任何文件），閣下可能無法通過即時通訊平台向我們發送某些內容，這些限制可能會不時通知閣下。
12. 閣下理解，為了向我們提交和/或提供指示，閣下應使用與我們的常規平台，例如myRM應用程式。通過即時通訊平台向閣下的客戶經理提供的任何指示均不應視為已被我們接受和/或對我們具有約束力。
13. 閣下確認，即時通訊平台依賴於由與銀行無關的獨立第三方提供的應用程式，該應用程式是“按現狀”和“按可用”基礎提供的，我們對應用程式沒有任何控制權。我們不對應用程式或其任何內容，包括其安全性、可靠性或功能性，或應用程式是否或將保持無病毒和/或始終可接連，作出任何明示或暗示的陳述、保證、擔保或協議。
14. 閣下還確認，閣下使用應用程式仍需遵守獨立第三方不時規定的所有適用條款和政策，任何協議應僅在閣下與該獨立第三方之間達成。我們無義務通知閣下此類條款和政策，並且閣下有責任遵守這些條款和政策。
15. 閣下確認，即時通訊平台不保證閣下能夠隨時聯繫到閣下的客戶經理。如果閣下無法聯繫到閣下的客戶經理，閣下可以通過即時通訊平台留下離線消息，閣下的客戶經理將在工作時間內盡快回應。
16. 閣下確認並接受通過電子方式與我們通信的風險，包括通信被攔截以及通信延遲或未能接收的風險。閣下進一步確認並接受，閣下與我們之間的任何通信可能未經加密，對於由於超出



我們合理控制範圍的情況導致的此類信息的可能洩露、丟失或攔截，我們不承擔任何責任或義務。

閣下的責任

17. 閣下負責閣下的電子設備、移動設備、安全代碼的安全以及閣下信息的保密性。如果閣下的聯絡信息有任何變更，或者閣下丟失了電子設備或移動設備，或者閣下知道有人在未經閣下許可的情況下使用它，閣下必須儘快通知我們。閣下確認，任何與閣下共享電子設備、設備或登錄憑證的人都可能看到閣下通過應用程式與我們交換的所有消息，包括閣下的對話記錄。
18. 閣下必須採取所有合理可行的措施，以確保閣下用於接連即時通訊平台的任何電子設備或移動設備沒有病毒或其他惡意軟件，並且得到充分保護。
19. 閣下不得在閣下知道或有理由相信其安全性或完整性已被破壞的電子設備或移動設備上接連或使用即時通訊平台（例如，設備已被“越獄”或“root”）。由此類接連或使用造成的任何損失將由閣下自行承擔。
20. 閣下還負責下載應用程式的最新版本，並不時檢查是否有任何更新，以及支持繼續接連和使用即時通訊平台所需的軟件、硬件和/或操作系統。
21. 閣下承諾閣下將負責遵守適用的法律和法規（包括對應用程式和/或即時通訊平台使用的任何地理區域限制），並且閣下不得將即時通訊平台用於任何商業或不當目的。對於閣下或任何其他人士對即時通訊平台的任何不當或未經授權的使用，我們不承擔任何責任。

一般條款

22. 在適用法律允許的最大範圍內，閣下同意我們（包括我們的母公司、附屬公司和子公司）不對任何因或與閣下接連或使用即時通訊平台、即時通訊平台的可用性或不可用性、閣下接連或使用應用程式、應用程式的任何故障、系統停機、延遲或功能錯誤、應用程式的接連失敗或丟失、拒絕接受或處理閣下通過即時通訊平台提交的指示、閣下與我們之間通過應用程式傳輸的任何信息、第三方服務提供商或任何第三方的任何行為或遺漏，或因超出我們合理控制範圍的因素所引起的任何索賠、責任、成本、損害、損失或費用（無論是直接的、間接的、後果性的、特殊的、懲罰性的、示範性的或經濟性的）負責。
23. 閣下同意賠償我們因閣下不當使用即時通訊平台、閣下提供的任何不正確或誤導性的陳述或保證、或閣下未能遵守這些條款及細則而引起的任何和所有索賠、訴訟、要求、損失、損害和責任，以及任何直接或間接產生的或與之相關的成本、費用和開支。
24. 這些條款及細則不創設或賦予任何非條款一方任何可強制執行的權利或利益，除非是渣打集團的成員，或其繼承人或這些條款的權利和利益的受讓人。
25. 這些條款及細則可能會以英文和另一種語言提供給閣下。如果兩個版本之間存在任何不一致，以英文版本為準。
26. 如有任何爭議，本行的決定即為最終決定，並具約束力。
27. 這些條款及細則受閣下與其有銀行業務關係的渣打集團相關實體所在司法管轄區的法律管轄。
28. 我們可能會根據適用法律全權酌情不時修改這些條款及細則。繼續使用即時通訊平台即表示閣下被視為已接受修改後的條款及細則。