



渣打銀行即時通訊平台約定條款

1. 本即時通訊平台約定條款（以下稱「**本條款**」），係規範您透過即時通訊應用程式（例如 LINE 等）（以下稱「**應用程式**」），與您具有銀行往來關係之渣打集團相關成員（以下稱「**本行**」或「**我們**」）進行通訊之管道（以下稱「**即時通訊管道**」）之存取及使用事宜。
2. 為使用即時通訊管道，請依您的客戶關係經理所提供之指示，連結至本行於相關應用程式上之官方即時通訊帳號（以下稱「**本行即時通訊帳號**」）。
3. 當您連結本行即時通訊帳號並使用即時通訊管道時，即表示您已閱讀、瞭解並同意受本條款拘束，且本條款應與本行其他銀行契約文件一併適用，包括但不限於：
 - A. 開戶總約定書；
 - B. 隱私權聲明；及
 - C. 其他構成您與本行間銀行契約之一切條款及文件（以下合稱「**其他條款**」）。
4. 如本條款與其他條款就即時通訊管道有任何牴觸或不一致之處，應以本條款為準。

即時通訊平台之使用

5. 您確認並同意，須先完成連結本行即時通訊帳號及相關註冊、驗證、啟用與帳戶連結程序，始得使用即時通訊管道。
6. 一經成功連結後，本行有權認定透過該應用程式互動的對象為您本人。對於任何透過即時通訊管道所生之詐騙或冒用情事，本行概不負責。
7. 您僅得透過本行之即時通訊帳號與本行聯繫，如帳號有變更本行將另行通知。
8. 您知悉並同意，本行得依法令規定及內部政策，對您與本行透過即時通訊管道進行之一切通訊內容（包括但不限於文件之傳送、標註及往來）進行監控及留存紀錄。該等紀錄於爭議發生時，得作為具證據能力之證據使用，您並同意不得以其為電子形式為由爭執其效力、可呈堂性、可執行性、真實性、或完整性。您同意該等通訊紀錄之所有權屬本行所有。
9. 您得隨時透過解除連結本行即時通訊帳號方式停止使用即時通訊管道。本行亦得基於自主裁量權，隨時暫停或終止即時通訊管道或您之使用權限，且無須事前通知（例如：您位於受制裁或其他限制之國家或地區時）。在這個情形下，您將無法使用即時通訊管道。
10. 本行得透過即時通訊管道向您傳送訊息或文件，包括本行經您同意可提供之行銷資訊。惟前述訊息或文件均不構成法律、稅務或財務建議，就您於本行之帳戶，您應自行獨立分析判斷，並就您的決定負完全責任。
11. 即時通訊管道可傳遞之訊息或資訊種類（包含任何文件），悉由本行依自主裁量決定，本行另得不時通知您，本行得限制特定內容之傳送。
12. 您瞭解，任何涉及提交或提供指示予本行之事項，您應透過既有正式管道（例如 myRM 應用程式）辦理。透過即時通訊管道向客戶關係經理所為之指示，均不視為本行已受理或對本行具拘束力。



13. 您確認，即時通訊管道係倚賴由第三方所提供、與本行無關聯之應用程式，其係依「現狀」及「可得性」提供。本行不就該應用程式之安全性、穩定性、功能性、無病毒或持續可用性作任何明示或默示之擔保或保證。
14. 您使用應用程式仍應遵守該第三方不時所訂之相關條款及政策，其法律關係僅存在於您與該第三方間，本行無義務另行提醒您遵守該條款及政策。
15. 即時通訊管道並不保證您得隨時聯繫客戶關係經理；如無法即時聯繫，您可留存離線訊息，客戶關係經理將於營業時間內儘速回覆。
16. 您瞭解並接受電子通訊所伴隨之風險，包括資訊遭攔截、延遲或無法送達，且部分通訊可能未經加密。本行就非可歸責於本行之資訊外洩、遺失或攔截不負任何責任。

您的義務與責任

17. 您應自行負責電子設備、行動裝置及安全碼之保管與資訊之保密，並應即時通知本行任何聯絡資訊變更、設備遺失或遭未經授權使用之情事。您亦理解，共用電子裝置、設備、登入資訊之任何他人均可能查閱您與本行於通訊軟體上之所有訊息，包含對話紀錄。
18. 您應採取一切合理可行之措施，以確保用以存取即時通訊管道之任何電子設備或行動裝置，均未受任何電腦病毒或其他惡意軟體之感染，並已具備充分且適當之防護措施。
19. 如您的設備已遭「越獄 (jail break)」或「破解 (root)」等安全性破壞，您不得使用即時通訊管道，否則因此所生之一切損失概由您自行負責。
20. 您並應自行下載並更新至最新版本之應用程式，並確保使用即時通訊管道必要之軟硬體及作業系統環境。
21. 您應遵守所有適用之法律及法規（包括應用程式及 / 或即時通訊管道地區性使用限制），不得將即時通訊管道用於商業或不當用途；本行就您或任何第三人任何不當或未經授權之使用不負任何責任。

一般條款

22. 於法律容許之最大範圍內，您同意本行及其母公司、關係企業及子公司，對於因使用或無法使用即時通訊管道或應用程式所生之一切直接或間接損害，概不負任何責任。於法律容許之最大範圍內，您同意本行（包括其母公司、關係企業及子公司）對於因或與您存取或使用即時通訊管道、即時通訊管道之可用與否、您對應用程式之存取或使用、應用程式之任何故障、系統中斷、延遲或功能錯誤、無法或喪失存取應用程式之情形、本行拒絕受理或處理您透過即時通訊管道提交之任何指示、您與本行透過應用程式進行之任何資訊傳輸、第三方服務提供者或任何第三人之任何作為或不作為，或因任何非本行合理控制範圍內之因素所生或相關之一切請求、責任、費用、損害、損失或支出（無論係直接、間接、附隨、特別、懲罰性、示範性或經濟性損害），概不負任何責任。
23. 您同意就因您直接或間接不當使用即時通訊管道、提供不實聲明，或違反本條款所致之一切請求、損害、損失、費用或責任，對本行負賠償責任。
24. 除渣打集團成員或其權利繼受人或受讓人外，本條款不對第三人產生可執行之權利或利益。



25. 本條款如以英文及其他語言併列公布，如有歧異，應以英文版本為準。
26. 本條款之準據法，為您與本行具有銀行往來關係之渣打集團成員所在地之法律。
27. 本行得依法令規定隨時修改本條款，您於修訂後繼續使用即時通訊管道者，視為已同意修訂後之條款內容。



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. LINE, 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. General Agreement for Account Opening;
 - 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.