

STANDARD CHARTERED BANK

TERMS AND CONDITIONS FOR COMMUNICATIONS WITH THE BANK VIA INSTANT MESSAGING APPLICATIONS

Important: Please read these Terms and Conditions carefully.

These Terms and Conditions apply where the Bank provides any of the Services via any Instant Messaging Application to You. These should be read in conjunction with, and form an integral part of, the Agreement. Capitalised terms used but not defined in these Terms and Conditions have the meanings set out in the Standard Terms.

It is agreed that:

1. **DEFINITIONS AND INTERPRETATIONS**

- 1.1 In these Terms and Conditions, unless the context otherwise requires:
 - 1.1.1 "Access Credentials" means, if applicable, any Instant Messaging Application's login identification credentials, passwords, software or other electronic device codes in order to enable You to access and/or use services via Instant Messaging Applications;
 - 1.1.2 "Authorised Person" means any person authorised to act on Your behalf in accordance with any mandate (or equivalent in writing) or otherwise, as acceptable to the Bank;
 - 1.1.3 "Communications" means all correspondence and communications, including but not limited to instructions (including Electronic Instructions), notices, demands, confirmations, advice, information, materials (including research materials), documents, recommendations and statements relating to the relevant Account, Services and/or transaction;
 - 1.1.4 "Electronic Instruction" means any Instruction, order or request transmitted through Instant Messaging Applications, as agreed by the Bank to be used for Communications of such Instructions;
 - 1.1.5 "**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;
 - 1.1.6 **"Instant Messaging Application**" means any instant messaging application, software or similar communication application, from time to time, authorised to be used by the Bank for exchanging Communications (including Electronic Instructions);
 - 1.1.7 **"Third Party Provider**" means any third-party provider of Instant Messaging Applications and/or related services that the Bank permits to be used to exchange Communications (including Electronic Instructions):

- 1.1.8 "Unauthorised Person" means all persons not being You, the Authorised Person or the User;
- 1.1.9 "**User**" means any person You designate to access and use any Channel (including Instant Messaging Applications); and
- 1.1.10 "You" and "Your" means the person identified in the relevant account statements or confirmations from the Bank as the client to whom the Bank is providing the relevant Service, and where applicable, include any Authorised Person and User.
- 1.2 Any reference in these Terms and Conditions to:
 - 1.2.1 a document includes any amendment, variation, supplement or its replacement;
 - 1.2.2 "person" includes any individual, company, corporation, unincorporated association or body (including a partnership, trust, joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality;
 - 1.2.3 a Party or a person includes its successors in title, permitted transferees and permitted assigns;
 - 1.2.4 "law" includes any law, regulation, rule, directive, order, request, guidelines, sanction, embargo and restriction of or agreement with any Authority and any interpretation, application or enforcement of such law;
 - 1.2.5 "including", "include", "in particular" and words of similar effect shall not be deemed to limit the general effect of the words that precede them;
 - 1.2.6 "writing" includes email, fax transmission or other electronic means of communication legibly received and "written" has the corresponding meaning; and
 - 1.2.7 the singular includes the plural and vice versa.
- 1.3 References to "**Channel**" under the Agreement shall include a reference to Instant Messaging Applications as defined under these Terms and Conditions.
- 1.4 In the event of any inconsistency:
 - 1.4.1 between these Terms and Conditions and any other part of the Agreement, (i) these Terms and Conditions shall prevail in so far as the inconsistency relates to Electronic Instructions, Communications, use of Instant Messaging Applications and/or in connection therewith; and (ii) the other part(s) of the Agreement shall prevail in so far as the inconsistency relates to any other Service in question; and
 - 1.4.2 between English version of these Terms and Conditions and any other version, the English version prevails, to the extent permitted by applicable law.

2. ELECTRONIC INSTRUCTIONS

- 2.1 Electronic Instructions may involve the use of stand-alone Instant Messaging Applications from Third Party Providers. In consideration of the Bank granting You the right to communicate with and instruct the Bank on using any Instant Messaging Application from Third Party Providers, You irrevocably and unconditionally agree to and acknowledge the following:
 - 2.1.1 Your use and/or access of any Instant Messaging Application may be subject to separate terms and conditions between the Third Party Provider and You. You agree and confirm that You are solely responsible to and will fully review, accept and comply with such terms and conditions of the Third Party Provider before using the relevant Instant Messaging Application. The Bank is not obliged to notify You of such terms and conditions of the Third Party Provider at any time.
 - 2.1.2 You agree and confirm that You will not use Instant Messaging Applications from Third Party Providers to communicate security-related information such as Access Credentials. If there is a requirement to exchange such information with the Bank, You shall utilise secured Channels to do so.
 - 2.1.3 The Bank cannot and does not make any representation, guarantee, warranty or agreement of any kind in respect of any third-party Instant Messaging Application, including in relation to its merchantability, function, quality, security and/or fitness.
 - 2.1.4 Notwithstanding the Bank's use of platform(s) operated and managed by Third Party Providers, the Bank may maintain records of any information and Communication (including but not limited to any Electronic Instruction) transmitted via Instant Messaging Applications.
 - 2.1.5 Communications (including any Electronic Instruction) sent by You via Instant Messaging Applications are exchanged between You and specified persons designated by the Bank and are not subject to any centralised, automated or straight-through processing.
- 2.2 The Bank may in its absolute discretion determine or specify from time to time the scope and features of any Instant Messaging Application to be made available. The Bank may also, in its absolute discretion, cancel, withdraw, suspend, vary, expand or reduce (in part or in full) any Service to be made available through any Instant Messaging Application at any time without giving any prior notice thereof or stating any reasons.
- 2.3 Notwithstanding the foregoing, the Bank may, in its absolute discretion and without stating any reasons, require You to provide any confirmation or information (whether in writing or otherwise), or otherwise comply with other Instructions from the Bank, before the Bank proceeds to act on such Electronic Instruction. You agree that You shall provide such information or comply with such Instructions in such form and manner as may be prescribed by the Bank,

- failing which the Bank is entitled not to act on such Electronic Instruction or rely on such information received via Instant Messaging Applications.
- 2.4 You unconditionally accept that all transactions executed pursuant to Electronic Instructions made or purportedly made by You and received by the Bank via Instant Messaging Applications are irrevocable, final and binding on You.
- 2.5 You hereby acknowledge and understand that the transmission of Electronic Instructions (including those transmitted through Instant Messaging Applications) to the Bank may not be received or completely, accurately or timely received by the Bank for reasons beyond the Bank's reasonable control including mechanical, software, computer, telecommunications, system, technical network or electronic failure or otherwise.
- 2.6 Without prejudice to Clause 2.5 above, where You instruct the Bank to cease the use of any Instant Messaging Application for the purposes of transmitting Electronic Instructions ("Cessation Instruction(s)"), You acknowledge and agree that:
 - 2.6.1 there may be a delay between the time such Cessation Instruction is provided and the time the Cessation Instruction is carried out by the Bank:
 - 2.6.2 unless and until the Bank has confirmed such Cessation Instruction to cease using the relevant Instant Messaging Application via such form or manner as the Bank deems appropriate in its absolute discretion, You shall not presume that such Cessation Instruction has or has not been received or effected:
 - 2.6.3 the Bank may, in its absolute discretion and without any obligation to give any reason, refuse to act on such Cessation Instruction. In the event the Bank decides to act on such Cessation Instruction, the Bank shall be allowed such amount of time to act and implement the Cessation Instruction as may be reasonable having regard to the systems and operations of the Bank and the other circumstances then prevailing;
 - 2.6.4 You shall not transmit any Electronic Instruction and/or information using the relevant Instant Messaging Application the Bank has been instructed to cease using the same. In the event that any Electronic Instruction and/or information is so transmitted, the Bank may in its absolute discretion decide whether to act on such Electronic Instruction or rely on such information;
 - 2.6.5 for the avoidance of doubt, notwithstanding the Bank's rights to decide in its absolute discretion whether to act on any Electronic Instruction, any Electronic Instruction transmitted, if acted upon by the Bank, shall be irrevocable, final and binding on You; and
 - 2.6.6 the Bank shall not be liable or responsible to You and/or any other person(s) for any delay or failure of transmission, or delay or failure in acting on any Cessation Instruction.

You acknowledge and agree that the Bank shall not be liable or responsible to You or any other persons in any way for any Loss of whatsoever nature and howsoever (whether direct or indirect) arising from or in connection with: (i) the Bank acting upon the Electronic Instruction; (ii) the transmission, failure of transmission, or incomplete, inaccurate or delayed transmission of Electronic Instructions to the Bank; (iii) any lack of confirmation of receipt of any Electronic Instruction by the Bank for whatever reason; and (iv) delay or failure of transmission, or delay or failure in acting on any Cessation Instruction. You agree to assume full responsibility for all consequences of and all Loss that may be suffered or incurred by You, the Bank and/or any other person(s) whatsoever as a result of or in connection with such Electronic Instruction or Cessation Instruction (as applicable), and the Bank shall under no circumstance be liable or responsible to any person for any action, inaction, omission and/or delay on the Bank's part.

3. **COMMUNICATIONS**

- 3.1 Where You have requested and/or authorised the Bank to deliver Communications electronically through any Instant Messaging Application, You acknowledge and agree that all Communications made by the Bank through such Instant Messaging Application pursuant to such request and/or authorisation shall be deemed to have been duly delivered to and received by You on the date the Communication is issued or the date stated on such Communication (whichever is earlier), notwithstanding that You do not access such Instant Messaging Application for any reason whatsoever or any lack of confirmation that You have received, accepted or read such Communications.
- 3.2 The Bank may, in its absolute discretion from time to time or as required by applicable laws, send Communications to inform You of such activities and/or instructions in respect of Your Account or Your access and/or use of Instant Messaging Applications. To receive such Communications, You must ensure that Your contact details in the Bank's records are updated and accurate.
- You shall bear full responsibility to read the content of all Communications 3.3 delivered (whether electronically through Instant Messaging Applications or otherwise) by the Bank in a timely manner and You agree that You shall not subsequently raise any argument that You were not duly notified or informed (whether orally or otherwise) by the Bank of any matter contained in any Communication (whether delivered electronically through Instant Messaging Applications or otherwise). You assume full responsibility for all consequences of and all Loss suffered or incurred by You, the Bank and/or any other person whatsoever arising from or in connection with the electronic delivery of Communications through Instant Messaging Applications. You agree to assume all risks associated with Communications delivered electronically through Instant Messaging Applications and any related action, inaction or omission by the Bank, including all and any Loss resulting from or in connection with any delay in Your actual receipt of such Communications and missed opportunities.
- 3.4 The use of Instant Messaging Applications may involve applications from a Third Party Provider. All communication content that is delivered through such

Instant Messaging Applications may be transmitted to and stored by the Bank and authorised third parties, which may include processing overseas.

4. OBLIGATION TO EXERCISE DUE DILIGENCE

- 4.1 The Bank shall not be obliged to exercise due diligence on or investigate the authority of the person effecting such Communication or verify the accuracy and completeness of such Communication made or purportedly made by You and received by the Bank via Instant Messaging Applications.
- 4.2 You hereby acknowledge and confirm that the Bank is authorised (but is not obliged) to rely on or act upon any Communication (including but not limited to Electronic Instruction) transmitted via Instant Messaging Applications and that You shall be bound by all Electronic Instructions and transactions resulting from any Electronic Instruction made on Instant Messaging Applications and which have been processed by the Bank.
- 4.3 You hereby agree that the Bank shall not be liable or responsible in contract, tort (including negligence or breach of statutory duty) or otherwise, for any Loss whatsoever (whether direct or indirect, or whether foreseeable or not) suffered or incurred by You, and You further agree to assume full responsibility for all consequences of and all Loss that may be suffered or incurred by You whatsoever, as a result of or in connection with any transaction resulting from any Electronic Instruction made or purportedly made by You via Instant Messaging Applications, including but not limited to any Loss resulting from or in connection with any Unauthorised Person misusing the Access Credentials.
- 4.4 For the purposes of this Clause 4, an Electronic Instruction shall be deemed as having been "processed" where the Bank has commenced carrying out the Electronic Instruction and it is no longer reasonably able to cancel or revoke the transaction without causing prejudice to the Bank as determined by the Bank in its absolute discretion.

5. RISKS OF ELECTRONIC INSTRUCTIONS; BANK'S LIMITATION OF LIABILITY

- 5.1 You shall be responsible for obtaining and using the relevant web browser, application and/or other equipment necessary to obtain access to Instant Messaging Applications at Your own risk and expense. If new or different versions of the web browser, application and/or other equipment necessary for the operation of Instant Messaging Applications or the giving of Electronic Instructions become available, the Bank reserves the right not to support any prior version of the web browser, application and/or other equipment. If You fail to upgrade the relevant Instant Messaging Applications and/or web browser, application and/or other equipment:
 - 5.1.1 the Bank may reject the Communications (including any Electronic Instruction);

- the Bank may not receive the Communications (including any Electronic Instruction) at all or may receive the same partially or inaccurately;
- 5.1.3 the Bank may process the Electronic Instructions incorrectly; and/or
- 5.1.4 You may not be able to obtain access to all features and/or services available on Instant Messaging Applications (including receiving Communications from the Bank).
- 5.2 Without prejudice to any other terms contained in these Terms and Conditions, and without limitation to any other risk inherent to or associated with the use of Instant Messaging Applications, You irrevocably and unconditionally acknowledge and accept the following risks:
 - insufficient technical knowledge and lack of safety precautions can make it easier for Unauthorised Persons to access the information technology systems. It is Your responsibility to take the necessary security precautions (for example, ensuring that Your anti-virus programs and firewalls are up to date);
 - 5.2.2 the possibility that a network provider, a Third Party Provider and/or other third parties may profile Your user characteristics or a third party (including a Third Party Provider) discovering the relationship between You and the Bank cannot be ruled out;
 - there is a latent danger that third parties could gain unnoticed and/or unauthorised access to Your information technology systems, devices or equipment during an Internet session. There is also the possibility that third parties may record Your Communications with the Bank resulting in unintended disclosures;
 - 5.2.4 information communicated via Instant Messaging Applications may be altered, mutilated, misrouted, corrupted, incomplete, delayed or deleted due to technical failures, interruptions or malfunctions during transmissions, and other risks include unintended disclosure of information, transmission of information in an unencrypted form, unauthorised interception of manipulation or illegal interventions or interference by third parties, errors in transmission, technical defects, data corruption, power failure, breakdown of telecommunication networks, fraud, forgery, misunderstanding, fraud or forgery of third parties (including any Third Party Provider) or any Force Majeure event. There is the danger of intrusion or attack by any person, hardware, software, virus, Trojan horse, worm, bot and/or macro or other harmful components that may interfere with Instant Messaging Applications, the web browser and/or the information technology system of the Bank, You, any Third Party Provider and/or the network provider;
 - 5.2.5 while individual data packets are often encrypted, the names of the sender and recipient are not. Third Party Providers may still retain the encryption keys. You should be aware that a third party (including a Third Party Provider, its affiliates and/or related entities) may be able to draw

- conclusions about existing bank accounts or business relationships or of those that are subsequently established;
- 5.2.6 it is important that You only download and use Instant Messaging Applications from reliable sources; and
- 5.2.7 in the event that there is any technical issue relating to the performance or operation of any Instant Messaging Application, or any arrangements with any of these third parties are terminated or discontinued, the Bank may not be able to use or have access to such Instant Messaging Application on a reliable or timely basis or on commercially acceptable terms, or at all. In these circumstances, the relevant Instant Messaging Application (in whole or in part) may be disrupted or become unavailable.
- 5.3 Unless expressly agreed to in writing by the Bank and without prejudice to the generality of the terms contained in other parts of the Agreement:
 - 5.3.1 the Bank does not represent or warrant that any content, information or data hosted, transmitted, distributed or otherwise made available via Instant Messaging Applications is accurate, complete and/or not misleading in any way. The Bank assumes no responsibility whatsoever for the accuracy, timeliness and completeness of any such content, information or data which it transmits:
 - 5.3.2 the Bank is not responsible or liable for any errors, omissions and/or other defects in, delays and/or interruptions in such content, information or data or for any action taken in reliance thereon; and
 - 5.3.3 all content, information and data are provided "**as is**" purely for informational purposes and shall not be regarded as or constitute an offer, solicitation, recommendation or investment advice from the Bank to You and shall not be relied upon by You as such.

Without limitation to the foregoing, information regarding Your Account and transactions (including balances and statements) made available on Instant Messaging Applications and generally available information such as stock market prices and foreign exchange rates are to be regarded as non-binding.

- 5.4 The Bank may from time to time without prior notice (whether oral or otherwise), but is not obliged to, perform system maintenance on, upgrade, suspend, modify and/or alter any aspect of Instant Messaging Applications at any time and in its absolute discretion. The Bank shall not be liable or responsible to You and/or any other person if the foregoing prevents You from fully accessing and/or using Services provided by the Bank via Instant Messaging Applications.
- 5.5 Subject always to applicable laws and except to the extent any such Loss arises directly from fraud, negligence or wilful misconduct on the part of the Bank or its employees, the Bank shall in no event be liable or responsible for any Loss suffered or incurred by You, arising from or in connection with (i) the risks inherent to or associated with the use of Instant Messaging Applications as specified in Clauses 5.1 and 5.2 above; and/or (ii) any system maintenance on,

- upgrade, suspension, modification and/or alteration of any aspect of Instant Messaging Applications by the Bank pursuant to Clause 5.4 above.
- 5.6 The Bank may include hyperlinks to other websites or content on the Internet that are owned or operated by third parties. Such linked websites or content are not under the Bank's control and the Bank is not liable or responsible for any errors, omissions, delays, defamation, libel, slander, falsehood, inaccuracy, pornography, profanity, obscenity or any other objectionable material contained in the contents of, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and You agree that access to or use of such linked websites or content is entirely at Your own risk.
- 5.7 In connection with the use of Instant Messaging Applications, You authorise the disclosure, release, transmission, processing and retention of any and all information whether relating to Your Account or otherwise, to or by such parties as the Bank in its absolute discretion deems necessary for the purpose of providing the Instant Messaging Application services.

6. OBTAINING ACCOUNT BALANCE AND TRANSACTION HISTORY

Oata or information relating to the Accounts (including the statements, balances and transactions) provided by the Bank through Instant Messaging Applications may not be conclusive as to the latest current balance as deposits, withdrawals, buy/sell orders may be made or items charged without the relevant entries having being made by the time when the data or information is provided. The data or information provided is therefore not binding or final.

7. BLOCKING, SUSPENSION, CANCELLATION, DISCONTINUANCE AND TERMINATION BY THE BANK

7.1 The Bank may in its absolute discretion at any time block, suspend, cancel, discontinue or terminate Your access to and/or use of services through Instant Messaging Applications by such means or methods and in such form and manner as the Bank may determine in its absolute discretion without stating reasons therefor and without prior notice to You. After such blocking, suspension, cancellation, discontinuance or termination, Your access to and/or use of any services through Instant Messaging Applications, may be reinstated by the Bank as the Bank may determine in its absolute discretion and in such manner and form and on such terms and conditions as determined by the Bank.

8. BLOCKING AND TERMINATION BY YOU

8.1 You may request to block, suspend or disable access to and/or the use by one or more of Your Authorised Person(s) or User(s) to any or all of the services through Instant Messaging Applications or by contacting the Bank or by such other means or methods as may be determined by the Bank in its absolute discretion from time to time. Your request shall be subject to the Bank's acceptance and the Bank may in its sole and absolute discretion accept or reject Your request without giving any reason whatsoever.

- 8.2 You shall immediately notify the Bank clearly in writing of Your revocation or termination of the appointment, powers and authority of any of Your Authorised Persons or Users. Upon receipt of such written notification, the Bank shall terminate the use of Instant Messaging Applications by such Authorised Persons or Users. For the avoidance of doubt, until actual receipt by the Bank from You of such written notice of the revocation or termination of the appointment, powers or authority of any Authorised Persons or Users, the Bank shall be entitled (but is not obliged) to act on the Instructions (including Electronic Instructions) of such Authorised Persons or Users.
- 8.3 For the avoidance of doubt, the term "**You**" in this Clause 8 excludes any reference to the Authorised Persons and the Users.

9. FOREIGN LEGAL PROVISIONS / RESTRICTIONS

- 9.1 You acknowledge and accept that due to the applicable laws of certain jurisdictions, You:
 - 9.1.1 may not be able to access or use any of the Instant Messaging Application services from such jurisdictions;
 - 9.1.2 may be infringing the applicable laws of such jurisdictions (including any import and export restrictions governing encryption algorithms) when accessing Instant Messaging Application services from such jurisdictions; or
 - 9.1.3 may be prevented by the Bank from accessing or using some or all of the services via Instant Messaging Applications in such jurisdictions as the Bank may determine in its absolute discretion from time to time.
- 9.2 You acknowledge and accept that it is Your responsibility and duty to ascertain whether Your access to or use of Instant Messaging Applications will result in the infringement of any applicable laws. Accordingly, You agree that You will not hold the Bank liable or responsible for any of the matters specified in Clause 9.1 above.

10. DATA RELATING TO ELECTRONIC INSTRUCTIONS

- 10.1 In connection with the use of Instant Messaging Applications, You agree that subject to any applicable laws and/or any arrangements to the contrary, the Bank may collect, use and/or disclose information for its own marketing purposes in accordance with the Agreement and the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) and the Code of Practice on Consumer Credit Data issued to You. You acknowledge and agree that Your information (whether or not subject to bank secrecy obligations) may be exchanged with the Bank and transmitted via any Instant Messaging Application.
- 10.2 Without prejudice to Clause 10.1 above:
 - 10.2.1 You agree and consent to any information being collected or used by, disclosed or transferred to, stored with and/or processed by (i) the Bank,

- its officers, its agents and Affiliates; (ii) any Third Party Provider, its agents and Affiliates and/or; (iii) any other person or entity participating directly or indirectly in the provision or performance of any Instant Messaging Application and/or services in connection therewith, for the purposes of the performance of Electronic Instructions or to otherwise facilitate Your use and/or access of any Instant Messaging Application for communicating with the Bank or to give Electronic Instructions; and
- 10.2.2 the Bank is not responsible for (i) any act or omission of any Third Party Provider, its Affiliates and/or related entities, and/or any other person or entity participating directly or indirectly in the provision or performance of any Instant Messaging Application and/or services in connection therewith, including how these third parties may collect, use, disclose, transfer or process any information; and (ii) any leakage of any information from the use of such Instant Messaging Applications.

11. **INDEMNITY**

- 11.1 Without prejudice to the generality of any other terms contained in these Terms and Conditions or the Agreement, You hereby agree to indemnify and to hold the Bank, its Affiliates and every director, officer, servant, employee, nominee or agent of any of the foregoing harmless from and against any and all Loss on a full indemnity basis and any and all other liabilities of whatsoever nature or description howsoever arising which the Bank may sustain or incur directly or indirectly by reason of or in connection with:
 - 11.1.1 the execution, performance or enforcement of these Terms and Conditions or any other terms contained in the Agreement, including the Bank taking, relying and acting upon any Instruction given or purported to be given by You regardless of the circumstances prevailing at the time of such Instruction or the nature of the transaction and notwithstanding any error, misunderstanding, fraud or lack of clarity in the giving and/or receipt of the contents of such Instruction;
 - 11.1.2 any and all breaches by You of any terms of these Terms and Conditions or any applicable laws; and
 - 11.1.3 any actions taken by any person (including any Third Party Provider) against the Bank in connection with the use and/or access of any Instant Messaging Application,

except to the extent any such Loss arises directly from fraud, negligence or wilful misconduct on the part of the Bank or its employees.

12. EVIDENCE AND RECORDS

12.1 You acknowledge and agree that the Bank's records of Communications (including any Electronic Instruction), operations or transactions made or performed, processed or effected through Instant Messaging Applications, any person purporting to be You or any person acting or purportedly acting on Your behalf (with or without Your consent), and any record of any transactions

maintained or by any relevant person authorised by the Bank relating to or connected with Instant Messaging Applications, shall be binding and conclusive on You for all purposes whatsoever and shall be conclusive evidence of the transaction and Your liability to the Bank. You hereby agree that all such records are admissible in evidence and that You shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waives any of Your rights (if any) to so object.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 You hereby acknowledge and accept that (i) any and all Instant Messaging Applications; (ii) the content (in whatsoever form) used in connection with, incorporated or contained in or presented to You through Instant Messaging Applications; and (iii) any material (including any software or computer code of any kind and user manuals) and/or information presented by You to the Bank for use with Instant Messaging Applications (collectively referred to as "Content") are the exclusive property of the Bank and/or the Third Party Providers.
- 13.2 You hereby acknowledge and agree that You are only permitted to use the Content as expressly authorised by the Bank. These Terms and Conditions do not transfer any right, title or interest in Instant Messaging Applications or the Content to You.
- 13.3 The trademarks, service marks, trade names and logos used and displayed on Instant Messaging Applications (the "**Trademarks**") are registered or unregistered trademarks of the Bank and other persons (as applicable). Nothing on Instant Messaging Applications should be construed as granting any licence or right for You to use any Trademarks without the prior written permission of the Bank or the applicable Trademarks owner.

14. ENQUIRIES OR COMPLAINTS

14.1 If You have any enquiries or complaints arising from or in connection with these Terms and Conditions, kindly contact Your relationship manager or other usual contact(s) at the Bank or such other email address as we may provide to you from time to time for this purpose.

15. **GOVERNING LAW**

15.1 These Terms and Conditions are governed by, and shall be construed in accordance with, the same governing law under the Agreement, and the Parties submit to the non-exclusive jurisdiction of the courts of the same jurisdiction.

渣打銀行

透過即時通訊應用程式與本行通訊的條款及細則

重要提示:請細閱本條款及細則。

本條款及細則適用於本行透過任何即時通訊應用程式向貴方提供任何服務的情況。本條款及細則應與協議一併閱讀,並構成協議不可分割的一部分。本條款及細則中所使用但未有界定的詞彙具有標準條款所載的涵義。

茲協定如下:

1. 釋義及詮釋

- 1.1 於本條款及細則中,除非文義另有所指,否則:
 - 1.1.1 「**存取憑證**」指(如適用)任何即時通訊應用程式的登入識別憑證、密碼、軟件或其他電子設備代碼,讓貴方能夠透過即時通訊應用程式存取及/或使用服務;
 - 1.1.2 「**被授權人**」指依本行認可的授權書(或其他相等的書面文件)或其他 方式而被授權代表貴方之任何人士:
 - 1.1.3 「**通訊**」指所有通信及通訊,包括但不限於與相關帳戶、服務及/或交易有關的指示(包括電子指示)、通知、要求、確認、意見、資料、材料(包括研究材料)、文件、推薦建議及聲明;
 - 1.1.4 「**電子指示**」指透過經本行同意用於此類指示通訊的即時通訊應用程式 而傳送的任何指示、命令或要求;
 - 1.1.5 「香港」指中華人民共和國香港特別行政區;
 - 1.1.6 「**即時通訊應用程式**」指不時獲本行授權可用於交換通訊(包括電子指示)的任何即時通訊應用程式、軟件或類似的通訊應用程式;
 - 1.1.7 「**第三方提供者**」指本行允許用於交換通訊(包括電子指示)的任何即 時通訊應用程式及/或相關服務之第三方提供者;
 - 1.1.8 「未被授權人」指除貴方、被授權人或用戶以外的所有人士;
 - 1.1.9 「**用戶**」指獲貴方指定存取及使用任何渠道(包括即時通訊應用程式) 的任何人士;及
 - 1.1.10 「**貴方**」及「**貴方的**」指本行提供的相關帳單或確認書載明屬本行提供 相關本行服務的客戶之人士及(如適用)包括任何被授權人及用戶。
- 1.2 本條款及細則中凡提述:

- 1.2.1 文件,包括其任何修訂版、變更版、補充版或其替代版;
- 1.2.2 「人士」包括任何個人、公司、法團、非法人組織或團體(包括合夥、 信託、合資或聯盟)、政府、國家、機關、組織或其他實體,不論是否 具有獨立的法人資格;
- 1.2.3 訂約方或人士包括其所有權繼承人、獲准許受讓人及獲准許承讓人;
- 1.2.4 「**法律**」包括任何法律、法規、規則、指令、命令、要求、指引、制裁、 禁運及任何主管機關的限制或與任何主管機關間的任何協議,以及該等 法律的任何解釋、應用或執行;
- 1.2.5 「**其中包括**」、「**包括**」、「**尤其是**」及具有類似作用的詞語,不應被 視作對在此等詞語之前的詞彙的一般性作出限制;
- 1.2.6 「**書面**」包括電子郵件、傳真或其他收到時為可閱讀的電子通訊方式, 而「**以書面**」一詞具有相應含義;及
- 1.2.7 單數名詞包括複數,反之亦然。
- **1.3** 協議項下對「**渠道**」的提述應包括提述本條款及細則項下所界定的即時通訊應 用程式。
- 1.4 若有任何不符之處:
 - 1.4.1 若本條款及細則與協議的任何其他部分之間的不符之處而 (i) 涉及電子指示、通訊、即時通訊應用程式的使用及/或與此有關,概以本條款及細則為準;及(ii) 若不符之處涉及任何其他相關服務,概以協議其他部分為準;及
 - 1.4.2 若本條款及細則的英文版與其他任何版本之間有任何不符之處,於適用 法律許可的範圍內以英文版為準。

2. 電子指示

- 2.1 電子指示可能涉及使用第三方提供者的獨立即時通訊應用程式。鑒於本行授權 貴方使用第三方提供者的任何即時通訊應用程式與本行溝通並向本行發出指示, 貴方不可撤銷及無條件地同意並承認以下事項:
 - 2.1.1 貴方使用及/或存取任何即時通訊應用程式可能受第三方提供者與貴方 之間另行訂立的條款及細則所規限。貴方同意並確認,在使用相關即時 通訊應用程式之前,貴方全權負責並將全面審閱、接納及遵守第三方提 供者的該等條款及細則。本行在任何時候均無義務告知貴方第三方提供 者的該等條款及細則。

- 2.1.2 貴方同意並確認,貴方不會使用第三方提供者的即時通訊應用程式傳遞 保安相關資料,例如存取憑證。若貴方被要求與本行交換此等資料,貴 方應使用安全的渠道。
- 2.1.3 本行不能且不會就任何第三方即時通訊應用程式(包括就其適銷性、功能、質素、安全性及/或適用性)作出任何形式的陳述、擔保、保證或協議。
- 2.1.4 儘管本行使用由第三方提供者營運及管理的平台,但本行可保留透過即時通訊應用程式傳輸的任何資料及通訊(包括但不限於任何電子指示)的記錄。
- 2.1.5 貴方透過即時通訊應用程式發送的通訊(包括任何電子指示)僅在貴方 與本行指定的特定人士之間交換,並不經過任何集中化、自動化或直通 式處理。
- 2.2 本行可行使其絕對酌情權不時指定或釐定可使用的即時通訊應用程式的範圍及功能。本行亦可行使其絕對酌情權,隨時取消、撤回、中止、變更、擴大或減少(部分或全部)透過任何即時通訊應用程式提供的任何服務,而無需就此發出任何事先通知或說明任何原因。
- 2.3 儘管有上述規定,在本行根據該等電子指示採取行動之前,本行可行使其絕對 酌情權,要求貴方提供任何確認或資料(無論以書面或其他形式),或另行遵 守本行作出的其他指示,而無需說明任何理由。貴方同意,貴方應按照本行可 能規定的形式及方式提供該等資料或遵守該等指示,否則,本行有權不按照該 等電子指示行事或不倚賴透過即時通訊應用程式接收的該等資料。
- 2.4 貴方無條件接受,所有根據本行透過即時通訊應用程式收到,由貴方作出或聲稱由貴方作出的電子指示執行的交易,均屬不可撤銷、最終且對貴方具約束力的交易。
- 2.5 貴方謹此承認並明白,由於超出本行合理控制範圍的原因(包括機械、軟件、電腦、電訊、系統、技術網絡或電子故障或其他原因),本行未必能收到或完整、準確或及時收到向本行傳輸的電子指示(包括透過即時通訊應用程式傳輸的電子指示)。
- **2.6** 在不影響上文第 2.5 條的前提下,若貴方指示本行停止使用任何即時通訊應用程式以傳輸電子指示(「**停用指示**」),貴方承認並同意:
 - 2.6.1 發出停用指示的時間與本行執行停用指示的時間之間可能會有延遲;
 - 2.6.2 除非及直至本行已按照其全權酌情認為合適的形式或方式,對停止使用 相關即時通訊應用程式的停用指示作出確認,否則貴方不應假設本行已 經或尚未收到或執行該停用指示;

- 2.6.3 本行可行使其絕對酌情權拒絕按照該停用指示行事,而無義務提供任何 理由。若本行決定按照該停用指示行事,則應根據本行的系統及營運以 及當時存在的其他情況,給予本行合理的時間採取行動及執行停用指示;
- 2.6.4 倘若本行已獲指示停止使用相關即時通訊應用程式,貴方不得使用該即時通訊應用程式傳送任何電子指示及/或資料。倘若任何電子指示及/或資料以上述方式傳送,本行可行使其絕對酌情權決定是否按照該電子指示行事或是否倚賴該資料;
- 2.6.5 為免生疑問,儘管本行有權行使其絕對酌情權決定是否按照任何電子指示行事,但任何已傳送的電子指示,一經本行執行,則屬不可撤銷、最終並對貴方具約束力;及
- 2.6.6 本行無需就任何傳送延遲或失敗,或延遲或未能按照任何停用指示行事, 對貴方及/或任何其他人士負責或承擔法律責任。
- 2.7 貴方承認並同意,本行無需以任何方式就因以下事件而產生或與此有關的任何性質的損失(不論直接或間接),對貴方或任何其他人士負責或承擔任何責任: (i) 本行按照電子指示行事;(ii)向本行傳送、傳送失敗或未能完整、準確或及時傳送電子指示;(iii)本行因任何原因未有確認收到任何電子指示;及(iv)延遲或未能傳送停用指示,或延遲或未能按照任何停用指示行事。貴方同意就貴方、本行及/或任何其他人士因該電子指示或停用指示(如適用)或就此而可能蒙受或招致的全部後果及所有損失承擔全部責任,且本行在任何情況下均不就本行的作為、不作為、疏忽及/或延誤而對任何人士負責或承擔法律責任。

3. 通訊

- 3.1 若貴方已要求及/或授權本行透過任何即時通訊應用程式以電子方式傳送通訊, 貴方承認並同意,本行透過該即時通訊應用程式根據該要求及/或授權作出的 所有通訊應視作已於發出通訊之日或通訊列明之日期(以較早者為準)妥為傳 送至貴方並由貴方收到,即使貴方因任何原因並無存取該即時通訊應用程式或 缺少貴方已收到、接受或閱讀該等通訊的確認亦然。
- 3.2 本行可不時行使其絕對酌情權或按適用法律規定,發送通訊通知貴方與貴方的帳戶或貴方存取及/或使用即時通訊應用程式有關的活動及/或指示。為收到該等通訊,貴方必須確保本行所記錄的貴方的聯絡資料屬最新及準確。
- 3.3 貴方須承擔全部責任及時閱讀由本行傳送(無論透過即時通訊應用程式以電子方式或以其他方式傳送)的所有通訊的內容,且貴方同意,貴方不得於其後提出任何爭議,認為本行未有妥為通知或告知(無論口頭或以其他方式)貴方任何通訊(無論透過即時通訊應用程式以電子方式或以其他方式傳送)當中所載的任何事宜。貴方須全權承擔貴方、本行及/或任何其他人士因透過即時通訊應用程式電子傳送通訊或就此而蒙受或招致的所有後果及所有損失。貴方同意承擔與透過即時通訊應用程式電子傳送通訊及本行任何相關作為、不作為或疏忽有關的所有風險,包括因貴方實際收到該等通訊的時間延遲及錯失機會而產生或與此有關的所有及任何損失。

3.4 即時通訊應用程式的使用可能涉及來自第三方提供者的應用程式。透過該等即時通訊應用程式傳送的所有通訊內容可傳送至本行及授權第三方並由其儲存,可能包括在海外處理。

4. 履行盡職調查的義務

- 4.1 本行並無義務對發出通訊的人士進行盡職審查或調查其權限,或核實由貴方發 出或聲稱由貴方透過即時通訊應用程式所發出並由本行收到的有關通訊的準確 性及完整性。
- 4.2 貴方謹此承認並確認,本行獲授權(但無義務)倚賴任何透過即時通訊應用程式傳送的通訊(包括但不限於電子指示)或據此採取行動,且貴方須受即時通訊應用程式上作出並已由本行處理的所有電子指示及任何電子指示產生的交易約束。
- 4.3 貴方謹此同意,本行無須就貴方蒙受或招致的任何損失(不論直接或間接,可預見或不可預見)而承擔合約、侵權行為(包括疏忽或違反法定義務)或其他責任,且貴方進一步同意,完全負責貴方因由貴方作出或聲稱由貴方透過即時通訊應用程式作出的任何電子指示而產生的任何交易或就此而可能蒙受或招致的所有後果及所有損失,包括但不限於因未被授權人不當使用存取憑證而產生或與此有關的任何損失。
- 4.4 就本第 4 條而言,若本行已開始執行電子指示,而本行無法再合理地取消或撤 銷該項交易而又不會對本行造成損害(由本行行使其絕對酌情權釐定),則該 電子指示應被視作已「處理」。
- 5. 電子指示的風險;本行的責任限制
- 5.1 貴方負責獲取及使用存取即時通訊應用程式所必需的相關網頁瀏覽器、應用程式及/或其他設備,相關風險及開支由貴方自行承擔。若即時通訊應用程式的運行或發出電子指示所需的網頁瀏覽器、應用程式及/或其他設備有新版本或不同版本可供使用,則本行保留不再支援任何先前版本的網頁瀏覽器、應用程式及/或其他設備的權利。若貴方未能升級相關即時通訊應用程式及/或網頁瀏覽器或使用改良版的即時通訊應用程式及/或網頁瀏覽器、應用程式及/或其他設備:
 - 5.1.1 本行可拒收通訊(包括任何電子指示);
 - 5.1.2 本行可能根本不會收到通訊(包括任何電子指示)或可能收到部分或不 準確的通訊;
 - 5.1.3 本行可能以不正確的方式處理電子指示;及/或
 - 5.1.4 貴方未必能夠存取即時通訊應用程式上可供使用的所有功能及/或服務 (包括收到來自本行的通訊)。

- 5.2 在不影響本條款及細則所載任何其他條款及不限於使用即時通訊應用程式所固 有或相關的任何其他風險的前提下,貴方不可撤銷及無條件地承認並接受以下 風險:
 - 5.2.1 欠缺技術知識及缺乏保安預防措施,可能會讓未被授權人更容易存取資 訊科技系統。貴方有責任採取必要的保安預防措施(例如,確保貴方的 防毒程式及防火牆為最新版本);
 - 5.2.2 無法排除網絡提供者、第三方提供者及/或其他第三方分析貴方的用戶 特徵,或第三方(包括第三方提供者)發現貴方與本行之間關係的可能 性;
 - 5.2.3 存在第三方可能在網絡連線期間在不被注意及/或未經授權的情況下存 取貴方的資訊科技系統、裝置或設備的潛在風險。第三方亦可能記錄貴 方與本行的通訊,導致意外披露;
 - 5.2.4 透過即時通訊應用程式傳遞的資料可能會因傳輸期間的技術故障、中斷或失靈而被更改、損毀、誤轉、損壞、變得不完整、延誤或刪除,其他風險包括意外披露資料、以未加密形式傳輸資料、第三方未經授權攔截或操縱或非法干預或干涉、傳輸錯誤、技術缺陷、數據損壞、電力故障、電訊網絡故障、欺詐、偽造、誤解、第三方(包括任何第三方提供者)欺詐或偽造,或任何不可抗力事件。或會受到任何人士、硬件、軟件、病毒、特洛伊木馬、蠕蟲、機器人程式及/或巨集或其他有害組件入侵或攻擊,從而可能對本行、貴方、任何第三方提供者及/或網絡提供者的即時通訊應用程式、網頁瀏覽器及/或資訊科技系統造成干擾;
 - 5.2.5 雖然個人數據包通常經過加密,但發件人及收件人的名稱通常未經加密。 第三方提供者仍可能保留加密密鑰。貴方應當注意,第三方(包括第三 方提供者、其聯屬公司及/或相關實體)可能會對現有銀行帳戶或業務 關係或其後建立的銀行帳戶或業務關係得出結論;
 - 5.2.6 貴方務必只從可靠來源下載及使用即時通訊應用程式;及
 - 5.2.7 若出現與任何即時通訊應用程式的性能或運行有關的技術問題,或與該等第三方訂立的任何安排被終止或中斷,本行可能無法可靠或及時或按商業上可接納的條款使用或存取,或根本無法使用或存取該即時通訊應用程式。在該等情況下,相關即時通訊應用程式可能全部或部分中斷或無法使用。
- **5.3** 除非經本行明確書面同意,且不損害協議其他部分所載條款的一般性的情況下, 否則:
 - 5.3.1 本行並無聲明或保證透過即時通訊應用程式寄存、傳輸、分發或以其他 方式提供的任何內容、資料或數據屬準確、完整及/或不以任何方式產 生誤導。本行對其傳輸的任何有關內容、資料或數據的準確性、及時性 及完整性概不負責;

- 5.3.2 對於該等內容、資料或數據的任何錯誤、遺漏及/或其他缺陷、延誤及/或中斷,或據此採取的任何行動,本行概不負責;及
- 5.3.3 所有內容、資料及數據均按「**現狀**」提供,純粹為了提供資訊,不應被 視作或構成本行向貴方作出的要約、招攬、推薦建議或投資建議,且貴 方不應就此加以倚賴。

在不限制前述規定的前提下,在即時通訊應用程式上提供的有關貴方帳戶及交易的資料(包括結餘及結單)及一般可得資料(例如股票市場價格及外匯匯率)將被視作不具約束力。

- 5.4 本行可以不時在不發出事先通知(不論口頭或以其他方式)的情況下,行使其絕對酌情權隨時對即時通訊應用程式的任何方面進行系統維護、升級、暫停、修改及/或更改,惟本行並無義務如此行事。若上述事件導致貴方無法透過即時通訊應用程式全面存取及/或使用本行提供的本行服務,本行無需對貴方及/或任何其他人十負責或承擔法律責任。
- 5.5 在始終遵守適用法律的前提下,除非有關損失直接由本行或其僱員的欺詐、疏忽或蓄意不當行為而引致,否則本行在任何情況下均無需對貴方因以下事項或就此所蒙受或招致的任何損失負責或承擔法律責任:(i)上文第 5.1 條及第 5.2 條所訂明使用即時通訊應用程式所固有或相關的風險;及/或(ii) 本行根據上文第 5.4 條對即時通訊應用程式的任何方面進行系統維護、升級、暫停、修改及/或 更改。
- 5.6 本行可以加入由第三方擁有或營運的其他網站或互聯網內容的超連結。該等連結的網站或內容不受本行控制,且本行不對任何連結網站的錯誤、遺漏、延誤、誹謗、中傷、詆毀、謊言、不準確、色情內容、褻瀆、淫穢或任何其他爭議性材料或存取該等網站的後果負責或承擔法律責任。任何連接至其他網站或內容的超連結並非對該等網站或內容的認可或驗證,且貴方同意存取或使用該等連結網站或內容的風險完全由貴方自行承擔。
- 5.7 就使用即時通訊應用程式而言,貴方授權本行依其絕對酌情權,向其認為就提供即時通訊應用程式的服務而言屬必要的第三方披露、發佈、傳輸或由該等第三方處理及保留任何及所有資料(不論是否與貴方的帳戶有關)。

6. 獲取帳戶結餘及交易記錄

- 6.1 本行透過即時通訊應用程式所提供有關帳戶的數據或資料(包括結單、結餘及 交易)未必能作為有關最新當前結餘的定論,因為在提供數據或資料時,可能 作出存款、提款、買賣指示或收費項目,而相關條目尚未入帳。因此,提供的 數據或資料不具約束力,亦非最終結論。
- 7. 由本行阻止、暫停、取消、中止及終止
- 7.1 本行可行使其絕對酌情權,隨時透過本行可能行使其絕對酌情權釐定的手段或 方法及形式及方式,阻止、暫停、取消、中止及終止貴方透過即時通訊應用程 式存取及/或使用服務,而無需說明其理由,亦無需向貴方發出事先通知。在

被阻止、暫停、取消、中止或終止後,本行可按照其釐定的方式及形式以及條款及條件,恢復貴方透過即時通訊應用程式存取及/或使用任何服務,是否恢復由本行行使其絕對酌情權釐定。

8. 由貴方阻止及終止

- 8.1 貴方可以透過即時通訊應用程式聯絡本行,或以本行可能行使其絕對酌情權而不時釐定的其他方式或方法,要求阻止、暫停或禁止貴方的一名或以上被授權人或用戶存取及/或使用任何或所有服務。貴方的要求須視乎本行接受與否,且本行可行使其唯一及絕對酌情權接受或拒絕貴方的要求,而無需提供任何理由。
- 8.2 至於撤銷或終止對任何被授權人或用戶的委任、權力及權限,貴方應立即以書面形式清楚通知本行。在收到該書面通知後,本行應終止該等被授權人或用戶對即時通訊應用程式的使用。為免生疑問,直至本行實際收到貴方有關撤銷或終止任何被授權人或用戶的委任、權力或權限之書面通知前,本行有權(而無義務)執行該等被授權人或用戶的指示(包括電子指示)。
- 8.3 為免生疑問,本第8條中的「貴方」一詞不包括對被授權人及用戶的提述。
- 9. 外國法律條文/限制
- 9.1 貴方承認並接受,基於若干司法管轄區的適用法律,貴方:
 - 9.1.1 未必能夠從該等司法管轄區存取或使用任何即時通訊應用程式的服務;
 - 9.1.2 從該等司法管轄區存取即時通訊應用程式的服務時,可能違反該等司法 管轄區的適用法律(包括規管加密算法的任何進口及出口限制);或
 - 9.1.3 可能被本行阻止在該等司法管轄區(由本行不時行使絕對酌情權釐定) 透過即時通訊應用程式存取或使用部分或全部服務。
- 9.2 貴方承認並接受,貴方有責任及義務確定貴方存取或使用即時通訊應用程式會 否違反任何適用法律。因此,貴方同意貴方將不會要求本行對上文第 9.1 條列明 的任何事項負責或承擔法律責任。

10. 與電子指示有關的數據

- 10.1 就即時通訊應用程式的使用而言,貴方同意,在任何適用法律及/或任何相反 安排的規限下,本行可以根據協議及向貴方發出的《關於個人資料(私隱)條例(香港法例第 486 章)致客戶及其他個別人士的通知》及《個人信貸資料實務守則》,收集、使用及/或披露資料作營銷用途。貴方承認並同意,貴方的資料(不論是否受銀行保密義務規限)可與本行進行交換及透過任何即時通訊 應用程式傳輸。
- 10.2 在不影響上文第 10.1 條的前提下:

- 10.2.1 貴方同意(i)本行、其高級職員、代理及聯屬公司;(ii)任何第三方提供者、代理及聯屬公司及/或;(iii)任何其他直接或間接參與提供或執行任何即時通訊應用程式及/或相關服務的人士或實體,收集或使用、披露或傳輸、儲存及/或處理任何資料,以用於執行電子指示或方便貴方使用及/或存取任何即時通訊應用程式,以便與本行進行通訊或發出電子指示;及
- 10.2.2 本行概不對以下各項負責:(i)任何第三方提供者、其聯屬公司及/或關聯實體的行為或疏忽,及/或任何其他直接或間接參與提供或執行任何即時通訊應用程式及/或相關服務的人士或實體的行為或疏忽,包括該等第三方實體如何收集、使用、披露、傳輸或處理任何資料;及(ii)使用該等即時通訊應用程式造成的任何資料洩露。

11. 彌償保證

- 11.1 在不影響本條款及細則或協議所載任何其他條款一般性的前提下,貴方謹此同意按悉數彌償基準,彌償並使本行、其聯屬公司及每位董事、高級職員、職員、僱員、任何前述人士的代名人或代理人免於承擔任何及所有損失,以及本行可能因以下各項或就此而直接或間接蒙受或招致任何性質或名義的任何及所有其他責任:
 - 11.1.1 執行、履行或強制執行本條款及細則或協議所載的任何其他條款,包括 本行接受、倚賴由貴方發出或聲稱由貴方發出的任何指示及按照有關指 示行事,而不論該指示發出時的情況或交易性質,儘管在發出及/或接 收該指示的內容時有任何錯誤、誤解、欺詐或表達不明晰;
 - 11.1.2 貴方違反本條款及細則或任何適用法律的任何及一切行為;及
 - 11.1.3 任何人士(包括任何第三方提供者)就任何即時通訊應用程式的使用及 /或存取而對本行採取的任何行動,

惟倘任何該等損失乃因本行或其僱員的欺詐、疏忽或蓄意不當行為而直接引致則除外。

12. 證據及記錄

12.1 貴方承認並同意,本行的通訊(包括任何電子指示)記錄、透過即時通訊應用程式作出或執行、處理或實行的操作或交易記錄、任何聲稱為貴方的人士或代表或聲稱代表貴方行事的人士(不論是否經貴方同意)的記錄,以及本行所保留或本行授權的任何相關人士所保留與即時通訊應用程式相關或有關連的交易記錄,應就所有目的對貴方具有約束力及屬於最終定論,並且應作為交易及貴方對本行所負責任的確鑿證據。貴方謹此同意,所有該等記錄均可被接納為證據,且貴方不得僅基於該等記錄以電子形式合併及/或列出,或由電腦系統生成或輸出,對該等記錄內容的可採納性、可靠性、準確性或真實性提出質疑或爭議,且貴方謹此放棄對此提出異議的權利(如有)。

13. 知識產權

- 13.1 貴方謹此承認並接受(i)任何及所有即時通訊應用程式;(ii)即時通訊應用程式使用、包含或含有或透過其向貴方呈現的內容(不論形式如何);及(iii)貴方使用即時通訊應用程式提交予本行使用的任何材料(包括任何種類的軟件或電腦代碼及用戶手冊)及/或資料(統稱「內容」)為本行及/或第三方提供者的專有財產。
- **13.2** 貴方謹此承認並同意,貴方僅獲准使用經本行明確授權的內容。本條款及細則並無將即時通訊應用程式或內容的任何權利、所有權或權益轉讓予貴方。
- **13.3** 即時通訊應用程式上使用及顯示的商標、服務標誌、商標名稱及徽標(「**商 標**」)為本行及其他人士(如適用)的註冊或未註冊商標。即時通訊應用程式上的任何內容均不應被詮釋為授予貴方任何許可或權利,以在未經本行或適用商標擁有人事先書面同意的情況下使用任何商標。

14. 查詢或投訴

14.1 倘貴方有因本條款及細則而產生或與此有關的查詢或投訴,敬請聯絡貴方的客戶經理或本行的其他常用聯絡人或我們可能不時為此而向貴方提供的其他電郵地址聯絡本行。

15. 適用法律

15.1 本條款及細則受協議項下相同適用法律規管,並應據此進行詮釋,且訂約方服 從相同司法管轄區法院的非專屬管轄權。

渣打银行

使用即时通讯应用程序与本行通信的条款和条件

重要提示:请仔细阅读本条款及条件。

本条款及条件适用于本行通过任何即时通讯应用程序向贵方提供的任何服务。本条款及条件应与协议一同阅读,并构成其不可分割的组成部分。本条款及条件中使用但未定义的大写术语具有标准条款中规定的含义。

兹约定如下:

- 1. 定义与释义
- 1.1 在本条款及条件中,除非上下文另有要求:
 - 1.1.1 "存取凭证"是指(在适用情况下)任何即时通讯应用程序的登录识别 凭证、密码、软件或其他电子设备代码,以使贵方能够通过即时通讯应 用程序存取和/或使用服务;
 - 1.1.2 "**被授权人**"指根据授权书(或其他相当书面文件)或以其他方式为本 行接受有权代表贵方的任何人:
 - 1.1.3 "**通信**"是指所有信函和通信,包括但不限于与相关账户、服务和/或交易相关的指示(包括电子指示)、通知、要求、确认、咨询、信息、材料(包括研究材料)、文件、建议和声明;
 - 1.1.4 "**电子指示**"是通过即时通讯应用程序(经本行同意可用于相关指示的 通讯)传输的任何指示、指令或请求;
 - 1.1.5 "香港"是指中华人民共和国香港特别行政区;
 - 1.1.6 **"即时通讯应用程序**"指本行不时授权使用的任何即时通讯应用程序、 软件或类似的通讯应用程序,用于交换通讯(包括电子指示);
 - 1.1.7 **"第三方提供者"**是指提供本行允许用于交换通信(包括电子指示)的 即时通讯应用程序和/或相关服务的任何第三方提供者;
 - 1.1.8 "未被授权人"是指除贵方、被授权人或用户之外的所有其他人;
 - 1.1.9 "**用户**"是指贵方指定的可存取和使用任何渠道(包括即时通讯应用程序)的任何人;及
 - 1.1.10 "**贵方**"和"**贵方的**"是指本行提供的相关账户对账单或确认书中载明的、本行向之提供相关服务的作为客户之人及(如适用)包括任何被授权人及用户。
- 1.2 在本条款及条件中:

- 1.2.1 凡提及文件,均包括对文件的任何修订、变更、补充或其替代;
- 1.2.2 凡提及"**人**",均包括任何个人、公司、法人、非法人组织或团体(包括合伙、信托、合资或联盟)、政府、国家、机关、组织或其他实体, 无论是否具有独立的法人格;
- 1.2.3 凡提及一方或一人,均包括其权利承继人、许可的受让人和许可的继受人;
- 1.2.4 凡提及"**法律**",均包括任何有权机关的任何法律、法规、规则、指令、 命令、要求、指导性要求、制裁、禁运及任何有权机关的限制性措施或 与任何有权机关间的协议,以及该等法律的任何解释、适用或执行;
- 1.2.5 凡提及"包括"、"包含"、"尤其"以及类似含义的词语,均不得视为限制该词语前序内容的一般含义。
- 1.2.6 凡提及"**书面**",均包括收到时清楚易读的电子邮件、传真或其他电子 通讯方式,"**以书面方式/形式**"一词具有相应含义,及
- 1.2.7 凡提及单数名词,均包括复数;反之亦然。
- **1.3** 协议项下凡提及"**渠道**",均包括本条款及条件中定义的即时通讯应用程序。
- 1.4 如果下列间有任何不符之处:
 - 1.4.1 本条款及条件与协议的任何其他部分之间,则(i)倘若不一致之处涉及电子指示、通信、即时通讯应用程序的使用和/或与之相关,则应以本条款及条件为准; (ii)倘若不一致之处涉及任何其他相关服务,则应以协议的其他部分为准; 以及
 - 1.4.2 本条款及条件的英文版与其他任何版本之间,在适用法律许可的范围内 以英文版为准。

2. 电子指示

- 2.1 电子指示可能涉及使用第三方提供者提供的独立即时通讯应用程序。鉴于本行授权贵方使用第三方提供者提供的任何即时通讯应用程序与本行通信并指示本行使用此类应用程序,贵方不可撤销且无条件地同意并确认:
 - 2.1.1 贵方对任何即时通讯应用程序的使用和/或存取可能受第三方提供者与贵方达成的单独条款及条件的约束。贵方同意并确认,在使用相关即时信息应用程序之前,贵方将全权负责并全面审查、接受和遵守第三方提供者的此类条款及条件。本行并无义务随时告知贵方第三方提供者的此类条款及条件。
 - 2.1.2 贵方同意并确认,贵方不会使用第三方提供者提供的即时通讯应用程序来传达与安全相关的信息(例如存取凭证)。如果需要与本行交流此类信息,贵方应使用安全渠道来交流。

- 2.1.3 本行不可能、也不会对任何第三方即时通讯应用程序作出或达成任何形式的陈述、保证、担保或协议,包括与其适销性、功能、质量、安全性和/或适用性相关的陈述、保证、担保或协议。
- 2.1.4 即使本行使用由第三方提供者运营和管理的平台,本行仍可保留对通过 即时通讯应用程序传输的任何信息和通信(包括但不限于任何电子指示) 的记录。
- 2.1.5 贵方通过即时通讯应用程序发送的通信(包括任何电子指示)是在贵方 与本行指定的特定人员之间交换的,不经任何集中、自动或直通式处理。
- 2.2 本行可随时全权酌情决定或指定任何将要提供的即时通讯应用程序的范围和功能。本行还可全权酌情决定随时(全部或部分)取消、撤销、暂停、变更、扩展或减少通过任何即时通讯应用程序提供的任何服务,无需事先发出任何通知或说明任何理由。
- 2.3 尽管有上述规定,本行可全权酌情决定在本行根据上述电子指示采取行动之前要求贵方进行或提供任何确认或信息(无论是书面形式还是其他形式)或者遵守本行的其他指示,无需说明任何理由。贵方同意,贵方应以本行规定的形式和方式提供上述信息或遵守上述指示,否则本行有权不根据上述电子指示采取行动,也不依赖通过即时通讯应用程序收到的上述信息。
- 2.4 贵方无条件同意,根据由贵方或据称由贵方发出并由本行通过即时通讯应用程序收到的电子指示进行的所有交易均是不可撤销、终局性的,并对贵方具有约束力。
- 2.5 贵方特此承认并理解,本行可能因超出本行合理控制范围的原因(包括机器、软件、计算机、电信、系统、技术网络故障或电子故障,或者其他原因)而无法收到或者不会完整、准确或及时地收到向本行发送的电子指示(包括通过即时通讯应用程序发送的电子指示)。
- **2.6** 在不影响上文第 **2.5** 条的前提下,如果贵方指示本行停止使用任何用于传输电子指示的即时通讯应用程序("**停用指示**"),贵方承认并同意:
 - 2.6.1 在从发出此类停用指示之时到本行执行此类停用指示之时期间,可能存在延迟;
 - 2.6.2 除非本行已通过本行全权酌情决定认为合适的形式或方式确认了停止使 用相关即时通讯应用程序的停用指示,否则贵方不得假定此类停用指示 是否已收到或执行;
 - 2.6.3 本行可全权酌情决定拒绝根据此类停用指示采取行动,无需提供任何理由。如果本行决定根据此类停用指示采取行动,则应为本行留出充分的时间来采取行动并执行停用指示,所述充分的时间为本行在考虑本行的系统和运营以及当时的其他情况后确定的充分时间:

- 2.6.4 如果贵方已指示本行停止使用任何相关即时通讯应用程序,则贵方不得使用此类应用程序传输任何电子指示和/或信息。如果贵方仍使用此类应用程序传输任何电子指示和/或信息,则本行可全权酌情决定是否根据此类电子指示采取行动或是否依赖此类信息;
- 2.6.5 为免生疑义,尽管本行可全权酌情决定是否根据任何电子指示采取行动,但如果本行根据任何所传输的电子指示采取行动,则此类传输的电子指示应是不可撤销、终局性的,并对贵方具有约束力;及
- 2.6.6 对于传输的任何延迟或失败,或者延迟或未能根据任何停用指示采取行动,本行不对贵方和/或任何其他人负责。
- 2.7 贵方承认并同意,对于以下原因造成的任何性质的任何损失(无论是如何造成的,无论是直接还是间接损失),本行无论如何不应对贵方或任何其他人负责: (i)本行根据电子指示采取行动; (ii)向本行传输电子指示、传输失败或者传输不完整、不准确或延迟; (iii)本行出于任何原因未确认收到任何电子指示; 及(iv)传输延迟或失败,或者延迟或未能根据任何停用指示采取行动。贵方同意对贵方、本行和/或任何其他人因上述电子指示或停用指示(视情况而定)而可能遭受或招致的所有后果及所有损失全权负责,而本行在任何情况下均不会就本行的任何作为、不作为、疏忽和/或延误而向任何人负责。

3. 通信

- 3.1 如果贵方已要求和/或授权本行通过任何即时通讯应用程序以电子方式发送通信, 贵方确认并同意,本行根据此类要求和/或授权通过此类即时通讯应用程序发送 的所有通信应视为已在这些通信发出之日或这些通信中注明的日期(以两者中 较早者为准)正式送达给贵方并由贵方正式接收,即使贵方出于任何原因未存 取此类即时通讯应用程序或者贵方未确认贵方已收到、接受或阅读此类通信。
- 3.2 本行可全权酌情决定不时或按照适用法律的要求向贵方告知与贵方的账户或贵方存取和/或使用即时通讯应用程序相关的活动和/或指示。如要接收此类通信,贵方必须确保贵方在本行记录中的联系信息是最新的且准确无误。
- 3.3 贵方应全权负责及时阅读本行发送的所有通信的内容(无论是通过即时通讯应用程序还是其他电子方式发送);并且贵方同意,之后贵方不得提出任何异议,声称本行未正式向贵方通知或告知(无论是口头还是其他方式)任何通信中包含的任何事项(无论通信是通过即时通讯应用程序还是其他电子方式发送)。对于贵方、本行和/或任何其他人因通过即时通讯应用程序以电子方式发送通信而导致的或与之相关的一切后果以及所遭受或招致的一切损失,贵方须承担全部责任。贵方同意承担因通过即时通讯应用程序以电子方式发送的通信以及本行的任何相关作为、不作为或疏忽而产生的所有风险,包括因贵方在实际中延迟收到此类通信和错失的机会而导致的或与之相关的所有和任何损失。
- 3.4 使用即时通讯应用程序可能涉及第三方提供者提供的应用程序。通过此类即时通讯应用程序发送的所有通信内容可传输至本行和授权第三方并由本行和授权第三方存储,其中可能包括在境外处理(此类内容)。

4. 尽职调查的义务

- 4.1 本行无义务对进行上述通信的人进行尽职调查或调查其权限,也无义务验证贵方通过即时通讯应用程序发出或声称发出并由本行接收的此类通信的准确性和完整性。
- 4.2 贵方特此承认并确认,本行有权(但无义务)依赖通过即时通讯应用程序传输的任何通信(包括但不限于电子指示)或根据此类通信采取行动,并且贵方应受因通过即时通讯应用程序发出并已由本行处理的任何电子指示而产生的所有电子指示和交易的约束。
- 4.3 贵方特此同意,对于贵方遭受或招致的任何损失(无论是直接的还是间接损失,也无论是否可预见),本行不承担合同、侵权(包括过失或违反法定义务)责任或其他方面的责任。贵方还同意,对因贵方通过即时通讯应用程序发出或声称发出的任何电子指示而产生的任何交易而导致的或与之相关的一切后果以及贵方可能遭受或招致的所有损失(包括但不限于因任何未被授权人滥用存取凭证而导致的或与之相关的任何损失)承担全部责任。
- 4.4 就本第 4 条而言,如果本行已开始执行电子指示,并且本行全权酌情决定,在 不损害本行利益的情况下,本行不再有合理能力取消或撤销交易,则电子指示 应被视为已得到"处理"。

5. 电子指示的风险: 本行责任限制

- 5.1 贵方应负责获取和使用存取即时通讯应用程序所需的相关网络浏览器、应用程序和/或其他设备,并自行承担相关风险和费用。如果运行即时通讯应用程序或发出电子指示所需的网络浏览器、应用程序和/或其他设备有新的或其他的版本,则本行有权不支持任何先前版本的网络浏览器、应用程序和/或其他设备。如果贵方未能升级相关即时通讯应用程序和/或网络浏览器,或者未能使用即时通讯应用程序及/或网络浏览器和/或其他设备的增强版,则:
 - 5.1.1 本行可拒绝通信(包括任何电子指示);
 - 5.1.2 本行可能根本收不到通信(包括任何电子指示),或者可能部分或错误接收通信;
 - 5.1.3 本行可能会错误处理电子指示;和/或
 - 5.1.4 贵方可能无法存取/使用即时通讯应用程序中提供的所有功能和/或服务 (包括从本行接收通信)。
- 5.2 在不影响本条款及条件中的任何其他条款的前提下,在不仅限于使用即时通讯 应用程序所固有的或与之相关的任何其他风险的情况下,贵方不可撤销且无条 件地承认并接受以下风险:

- 5.2.1 技术知识不足和缺乏安全预防措施可能导致未被授权人更易于存取信息 技术系统。贵方有责任采取必要的安全预防措施(例如,确保贵方的防 病毒程序和防火墙是最新的);
- 5.2.2 不能排除网络提供者、第三方提供者和/或其他第三方对贵方的用户特征 进行剖析或者第三方(包括第三方提供者)发现贵方与本行之间关系的 可能性:
- 5.2.3 存在这样一种潜在的危险:在互联网会话期间,第三方可能会在未被注意的和/或未经授权的情况下存取或使用贵方的信息技术系统、装置或设备。还存在这样一种可能:第三方可能会记录贵方与本行的通信,导致意外泄露;
- 5.2.4 通过即时通讯应用程序传达的信息可能因传输过程中的技术故障、中断或失灵而不完整或者被篡改、删改、错误路由、破坏、延迟或删除。其他风险包括信息的意外泄露、以未加密的形式传输信息、第三方未经授权的拦截操作或者非法干预或干扰、传输错误、技术缺陷、数据损坏、停电、电信网络故障、欺诈、伪造、误解、第三方(包括任何第三方提供者)的欺诈或伪造,或者任何不可抗力事件。存在任何人、硬件、软件、病毒、特洛伊木马、蠕虫、机器人和/或宏或者其他有害组件的入侵或攻击可能干扰本行、贵方、任何第三方提供者和/或网络提供者的即时通讯应用程序、网络浏览器和/或信息技术系统的危险:
- 5.2.5 虽然各个数据包通常是加密的,但发送方和接收方的姓名/名称却不是。 第三方提供者可能仍留着加密密钥。贵方应了解,第三方(包括第三方 提供者、其关联方和/或相关实体)可能能够得出与现有银行账户或业务 关系或者后续开立或建立的银行账户或业务关系相关的结论;
- 5.2.6 贵方必须仅从可靠来源下载和使用即时通讯应用程序:及
- 5.2.7 如果出现与任何即时通讯应用程序的性能或运行相关的任何技术问题, 或者与任何第三方的任何安排被终止或中止,本行可能无法可靠或及时 地使用或存取、或者在商业上合理的条件下使用或存取、或者根本无法 使用或存取此类即时通讯应用程序。在上述情况下,相关的即时通讯应 用程序可能(全部或部分)中断或无法使用。
- **5.3** 除非本行以书面形式明确同意,否则在不影响协议其他部分中条款的一般性的前提下:
 - 5.3.1 本行对通过即时通讯应用程序托管、传输、分发或提供的任何内容、信息或数据在任何方面均准确、完整和/或不具有误导性不做任何陈述或保证。本行对即时通讯应用程序传输的任何此类内容、信息或数据的准确性、及时性和完整性不承担任何责任;

- 5.3.2 对于此类内容、信息或数据中的任何错误、遗漏及/或其他缺陷、延迟及/或中断,或者依据此类内容、信息或数据采取的任何行动,本行概不负责;及
- 5.3.3 所有内容、信息和数据均按"**原样**"提供,仅供参考,不应视为或构成 本行向贵方提供的要约、招揽、推荐或投资建议,贵方也不应依赖此类 内容、信息和数据。

在不限制上述规定的情况下,即时通讯应用程序中提供的与贵方的账户和交易相关的信息(包括余额和对账单)以及诸如股票市场价格和外汇汇率之类的公开信息应视为不具有约束力。

- 5.4 本行可全权酌情决定随时(但无义务)对即时通讯应用程序的任何方面进行系统维护、升级、暂停、修改和/或更改,无需事先通知(无论是口头通知还是其他通知)。如果上述情况导致贵方无法完全存取和/或使用本行通过即时通讯应用程序提供的服务,本行对贵方和/或任何其他人不负有任何责任。
- 5.5 在适用法律的约束下,本行在任何情况下均不对贵方出于以下原因而遭受或招致的任何损失负责,除非此类损失是直接因本行或本行员工的欺诈、过失或故意不当行为而导致的: (i)按照上文第 5.1 和 5.2 条的规定使用即时通讯应用程序固有的或与之相关的风险;和/或(ii)本行根据上文第 5.4 条对即时通讯应用程序的任何方面进行的系统维护、升级、暂停、修改和/或更改。
- 5.6 本行可加入指向互联网上由第三方拥有或运营的其他网站或内容的超链接。按上文所述链接的网站或内容不受本行控制。对于任何所链接的网站的内容中的任何错误、遗漏、延误、诽谤、中伤、诋毁、虚假、不准确、色情、亵渎、淫秽或任何其他不良材料,或者存取任何此类网站的后果,本行概不负责。指向任何其他网站或内容的任何超链接并不是对此类网站或内容的认可或验证,贵方同意,存取或使用此类所链接的网站或内容的风险完全由贵方自行承担。
- 5.7 对于即时通讯应用程序的使用,贵方授权向或由本行全权酌情决定认为提供即时通讯应用程序服务所必需的各方披露、发布、传输、处理和保留任何和所有信息,无论此类信息是否与贵方的账户有关。

6. 获取账户余额和交易历史记录

6.1 本行通过即时通讯应用程序提供的与账户相关数据或信息(包括对账单、余额和交易)可能无法准确反映当时最新余额,因为在提供此类数据或信息时,可能有存取款、买卖订单或其他收费项目,但相关的记录条目尚未完成更新。因此,所提供的数据或信息不具有约束力或不是终局性的。

7. 本行阻止、暂停、取消、中止和终止

7.1 本行可随时全权酌情决定按照本行自行确定的方式或方法和形式,阻止、暂停、 取消、中止或终止贵方通过即时通讯应用程序存取和/或使用服务,无需说明理 由,也无需事先通知贵方。在此类阻止、暂停、取消、中止或终止之后,贵方 通过即时通讯应用程序对任何服务的存取和/或使用,可由本行全权酌情决定按照本行自行确定的方式和形式以及条款及条件予以恢复。

8. 贵方阻止和终止

- 8.1 贵方可通过即时通讯应用程序、联系本行或者银行不时全权酌情决定的其他方式或方法,要求阻止、暂停或禁止贵方的一个或多个被授权人或用户存取和/或使用任何或所有服务。贵方的要求应以本行接受此类要求为前提,本行可全权酌情决定接受或拒绝贵方的要求,无需提供任何理由。
- 8.2 如果贵方撤销或终止对任何被授权人或用户的授权、权力和权限,则贵方应立即以清晰明确的方式书面通知本行。在收到此类书面通知后,本行将终止此类被授权人或用户对即时通讯应用程序的使用。为免生疑义,在本行实际收到贵方关于撤销或终止任何被授权人或用户的授权、权力或权限的书面通知之前,本行有权(但无义务)根据此类被授权人或用户的指示(包括电子指示)采取行动。
- 8.3 为免生疑义,本第 8 条中的术语"贵方"不包括对被授权人和用户的任何指称。

9. 外国法律规定/限制

- 9.1 贵方承认并同意,由于某些司法管辖区的适用法律:
 - 9.1.1 贵方可能无法存取或使用在这些司法管辖区提供的任何即时通讯应用程序服务;
 - 9.1.2 贵方在存取/使用在这些司法管辖区提供的即时通讯应用程序服务时可能会违反这些司法管辖区的适用法律(包括适用于加密算法的任何进出口限制):或
 - 9.1.3 本行可能会阻止贵方在本行不时全权酌情决定的司法管辖区内通过即时 通讯应用程序存取或使用部分或全部服务。
- 9.2 贵方承认并同意,贵方有责任和义务确定贵方存取或使用即时通讯应用程序是 否会导致违反任何适用法律。因此,贵方同意,贵方不会追究本行对上文第 9.1 条规定的任何事项的责任。

10. 与电子指示相关的数据

- 10.1 对于即时通讯应用程序的使用,贵方同意,在任何适用法律和/或任何相反安排的约束下,本行可根据发给贵方的协议、《关于〈个人资料(私隐)条例〉(香港法例第 486 章)致客户的声明》以及《个人信贷资料实务守则》,出于本行自身的目的收集、使用和或披露信息。贵方承认并同意,贵方的信息(无论是否受银行保密义务的约束)可通过任何即时通讯应用程序传输以及与本行交流。
- 10.2 在不影响上文第 10.1 条的前提下:

- 10.2.1 贵方同意: (i)本行、本行的高管、代理人和关联方; (ii)任何第三方提供者、其代理人和关联方; 和/或(iii)任何其他直接或间接参与提供或执行任何即时通讯应用程序和/或与之相关的服务的人或实体,可出于以下目的而收集或使用、披露或传输或者存储任何信息: 执行电子指示,或者协助贵方使用和/或存取任何即时通讯应用程序来与本行通信或发出电子指示; 及
- 10.2.2 本行不对以下各项负责: (i)任何第三方提供者、其关联方和/或相关实体,以及/或者任何其他直接或间接参与提供或执行任何即时通讯应用程序和/或与之相关的服务的人或实体的任何作为或不作为,包括此类第三方收集、使用、披露、传输或处理任何信息的方式;及(ii)因使用此类即时通讯应用程序而导致的任何信息泄露。

11. 赔偿

- 11.1 在不影响本条款及条件或协议中的任何其他条款的一般性的前提下,贵方特此同意赔偿并保护本行、本行的关联方以及它们的每一名董事、高管、雇员、员工、代名人或代理人,使其免受本行直接或间接因以下原因而可能遭受或招致的任何和所有全额赔偿的损失以及任何和所有其他损失,无论此类损失的性质或名称为何,也无论此类损失是如何造成的:
 - 11.1.1 执行或履行本条款及条件或协议中的任何其他条款,包括本行接受、依赖贵方发出或声称发出的任何指示以及根据此类指示采取行动,无论发出此类指示时的情况或交易的性质如何,也无论在发出和/或接收此类指示的内容时是否存在任何错误、误解、欺诈或不明确;
 - 11.1.2 贵方违反本条款及条件中的任何条款或任何适用法律的任何和所有行为; 及
 - 11.1.3 任何人(包括任何第三方提供者)在使用和/或存取任何即时通讯应用程 序时对本行采取的任何行动,

除非任何此类损失是直接因本行或本行员工的欺诈、过失或故意不当行为而造成的。

12. 证据和记录

12.1 贵方承认并同意,本行对通信(包括任何电子指示)、通过即时通讯应用程序进行、处理或达成的操作或交易,及任何声称是贵方或者代表或声称代表贵方行事的人(无论是否得到贵方的同意)的记录,以及由本行或本行授权的任何相关人员对即时通讯应用程序所做的任何相关记录,就所有目的而言均应对贵方具有约束力并且是决定性的,并且应构成交易和贵方对本行负有的责任的决定性证据。贵方特此同意,所有此类记录均可采纳为证据,并且贵方不得仅以此类记录是以电子形式纳入和/或列出的、或者是通过计算机系统生成或输出的为由,对此类记录的内容的可采纳性、可靠性、准确性或真实性提出异议或争议,并特此放弃贵方提出异议的任何权利(如有)。

13. 知识产权

- 13.1 贵方特此承认并同意: (i)任何和所有即时通讯应用程序; (ii)即时通讯应用程序中使用的、纳入的或包含的,或者通过即时通讯应用程序提供给贵方的内容 (无论采用何种形式);及(iii)贵方向本行提供的用于即时通讯应用程序的任何 材料(包括任何类型的软件或计算机代码和用户手册)和/或信息(统称为"内容")均为本行和/或第三方提供者的专有财产。
- **13.2** 贵方特此承认并同意,贵方只能在本行明确授权的情况下使用内容。本条款及 条件不会将即时通讯应用程序或内容中的任何权利、所有权或权益转让给贵方。
- **13.3** 即时通讯应用程序中使用和显示的商标、服务标志、商品名称和徽标("**商 标**")是本行和其他人(视情况而定)的注册或未注册商标。未经本行或相关商标所有人事先书面许可,即时通讯应用程序中的任何内容均不得被解释为向贵方授予使用任何商标的任何许可或权利。

14. 疑问或投诉

14.1 如果贵方因本条款及条件或对本条款及条件有任何疑问或投诉,请联系贵方的客户经理或本行其他通常的联系人,或者通过我们为此目的不时向贵方提供的其他电子邮箱地址联系我们。

15. 管辖法律

15.1 本条款及条件受与协议项下管辖法律相同的法律的管辖并据其解释。双方服从(与协议项下司法管辖区)相同的司法管辖区法院的非专属管辖权管辖。