



Terms and Conditions Governing Communications Over WeCom for Hong Kong (HK Terms)

These HK Terms apply to Clients established or registered in Hong Kong and supplement and form part of the Terms. Capitalised terms used that are not defined herein shall have the meanings set out in the Terms.

By engaging in any Communication with Us, you acknowledge and agree to the following:

1. Your use of any third party applications to access your WeCom account may be subject to separate terms and conditions between the third party provider and you. It is your responsibility to review, accept and comply with those terms before using the application provided by the third party provider to engage in Communications with Us. The Bank makes no representation, guarantee or warranty of any kind in respect of any application provided by such third party provider. It is your responsibility to also ensure you only download and use such third party application from a reliable source.
2. You must not include any passwords, login details, other security credentials or personal details in any Communication that you send to Us.
3. Any Communication that you send to Us is handled by the Bank's staff, and is not processed through any centralised, automated or straight-through processing systems.
4. **You confirm** the Bank is authorised to rely on and act upon any Communication received from you. The Bank is not required to verify the identity, authority, accuracy or completeness of any Communication received from you. A Communication is considered "processed" once the Bank has started acting on it.
5. **Orders.** Notwithstanding any other provision in these HK Terms or the Terms, the Bank may, without giving reasons, require you to provide confirmation or information (in writing or otherwise), or otherwise comply with further instructions from the Bank before the Bank will act on any instruction from you contained in a Communication (**Order**). If you do not do so, the Bank may choose not to act on your Order. An Order received by the Bank is irrevocable, final and binding on you.
6. Any Communication sent by the Bank to you will be considered delivered to and received by you on the date that it is sent, even if you do not access or read the Communication, and even if the Bank has not received any confirmation of receipt.
7. You are responsible for reading all Communications sent to you and cannot claim non-receipt on the basis that you were not notified of such Communication, you did not read the Communication, or were otherwise unaware of the Communication.
8. Account information such as balances, transactions or statements provided in a Communication from the Bank may not reflect the most current position as the information may still be processing. Such information is therefore neither binding nor final.
9. If you fail to upgrade the relevant applications that enable your access to the WeCom chat, the Bank may be unable to receive/process your Communications, or may reject them altogether.
10. Communications may contain hyperlinks to third party websites or content. The Bank does not control or endorse such sites/content. You access such sites/content at your own risk.
11. You understand that there are risks in using a third party software provider to access WeCom or the use of your WeCom account in engaging in Communications, including, but not limited to, system delays, errors, phishing, malware, account theft and impersonation, transmission issues, unauthorised access, and potential exposure to harmful viruses. Third parties may also identify your relationship with the Bank, or intercept your Communications with the Bank resulting in unintended disclosures. You agree to take reasonable steps to protect your own systems and data when using such third party software or applications when engaging in Communications with Us.
12. The Bank may perform any system maintenance at any time and the Bank shall not be liable to you if such system maintenance interferes with your ability to communicate with Us over WeCom.
13. If you wish to stop communicating with Us over WeCom or terminate the appointment/authority of any of your authorised persons, you must inform the Bank in writing (**Request to Stop**). Until the Bank confirms your Request to Stop, you should not assume your Request to Stop has been received or implemented by the Bank. You must not send any Communication to the Bank once you have sent a Request to Stop and the Bank has absolute discretion to decide whether to act in accordance with such Communication after receiving the Request to Stop.
14. Records of Communications may be used by the Bank as conclusive and admissible evidence. You agree not to challenge or dispute the admissibility, reliability, accuracy or authenticity of such records on the basis of their being in electronic form.
15. **Intellectual Property Rights.** Any content sent to you by the Bank via WeCom is the exclusive property of the Bank. Our trademarks, service marks and logos displayed in our Communications to you (**Trademarks**) are registered or unregistered trademarks of the Bank. Nothing in our Communications should be construed as granting a licence or right to you to use the content or Trademarks without the Bank's prior written consent.
16. **Governing Law and Jurisdiction.** These HK Terms and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with Hong Kong law, and parties submit to the non-exclusive jurisdiction of the Hong Kong courts.
17. **Inconsistency.** In the event of any inconsistency between: (a) these HK Terms, the Terms and any other agreements, these HK Terms shall prevail; and (b) the English version of these HK Terms and any other version, the English version prevails to the extent permitted by applicable law.

If you have any enquiries or complaints arising from or in connection with these HK Terms, please contact your relationship manager or other usual contact at the Bank.