



### Terms and Conditions Governing Communications Over WeCom (Terms)

**PLEASE READ THESE TERMS CAREFULLY BEFORE INITIATING COMMUNICATIONS WITH THE BANK. IF YOU ACCESS, USE IN ANY WAY OR ARCHIVE THE COMMUNICATIONS, YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS.**

For the purposes of these Terms, “**Communication**” means any chat communication between you and the Bank conducted over WeCom, including any orders, attachments and personal information.

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

1. **You confirm that** you are communicating with Us (as defined in clause 2) in your capacity as a representative of a company that is established and registered outside China<sup>1</sup> (**Client**). If you are a representative of a company that is established and registered in China (**Client Invitee**), you confirm that you are invited by the Client to participate in the Communication through your WeCom account for a purpose other than obtaining products, services or transactions on behalf of the Client Invitee.
2. **You confirm that** you are authorised to accept these Terms and communicate (including, if relevant, to enter into transactions) with Standard Chartered Bank and/or any of its affiliates, branches and representative offices (other than those in China (**China Entities**)) (collectively, **Bank or Us**) on behalf of the Client or the Client Invitee (as the case may be) through WeCom.
3. Any Communication is between you as a representative of the Client/Client Invitee and the staff of the Bank in respect of products, services and transactions provided or to be provided by the Bank to the Client. Such products, services and transactions are not related to and are not being offered out of any of the China Entities.
4. Communications are recorded and will be transferred to servers deployed by the Bank for processing. By communicating with Us through your WeCom account, you agree to the cross-border data transfer arrangement of the Bank.
5. **Role of Standard Chartered Global Business Services Co., Ltd. (GBS China).** GBS China provides technical support to the Bank and is not licenced to provide financial products, services or transactions. GBS China is not acting as, nor is it, an agent of the Bank. Notwithstanding that the Bank uses the WeCom account registered in GBS China's name, you are not communicating or contracting with GBS China or its staff nor are the Bank's staff communicating or contracting on behalf of GBS China.
6. **Suspension, Restrictions and Limitations.** The Bank may, at any time and for any reason, restrict or suspend your access to or use of, in whole or in part, the WeCom chat group created by the Bank, with or without prior notice. You are responsible for complying with (a) any usage restrictions imposed on you/your WeCom account and (b) all laws, rules, regulations and policies (**Law**) that apply to you/the Client in relation to your use of WeCom, and must not act in breach of them. You will stop your use of WeCom to communicate with the Bank if any Law so requires.
7. **You confirm that** you have read and agreed to: (a) the Bank's regulatory disclosures and compliance information as updated from time to time (available at [sc.com/en/rcs](https://sc.com/en/rcs)) that governs the Communications, and (b) the Bank's relevant Privacy Notice (available at [sc.com/en/privacy-policy](https://sc.com/en/privacy-policy)).
8. Communications from the Bank are not offers, recommendations or investment advice. The Bank does not verify any Communication and makes no representation or warranty as to the accuracy of such Communication.
9. The Bank provides no assurances as to the confidentiality of Communications. If you are not the intended recipient, or have received a Communication in error, promptly delete it and inform Us.
10. You are responsible for keeping your device and connection secure and shall ensure any Communication sent by you does not contain, and you do not otherwise introduce, any viruses including, but not limited to, malware or Trojans (**Harmful Code**) into the Bank's systems. If such Harmful Code is so introduced by you, you must promptly notify the Bank upon becoming aware.
11. The Bank may retain copies of Communications to comply with, and as permitted by, Law.
12. **Liability.** Subject to applicable laws and except if a loss arises directly from the Bank's fraud, negligence or wilful misconduct, the Bank is not liable for any loss incurred by you in connection with your use of WeCom or any independent software provider to access WeCom, and related risks including, but not limited to, delays, interruptions, or disruptions to Communications.
13. **Indemnity.** You agree to indemnify and to hold harmless the Bank, its affiliates and every director, officer, staff or agent of any of the foregoing from and against any loss howsoever arising which the Bank may incur directly or indirectly in connection with the use, access to and/or archive of any Communication, except to the extent any such loss arises directly from the fraud, negligence or wilful misconduct of the Bank or any of its affiliates.
14. **Severability.** If any of these Terms is invalid, unenforceable or illegal in a jurisdiction, only that term is severed for that jurisdiction.
15. **No Third Party Rights.** These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms.
16. **Governing Law and Arbitration.** These Terms and any non-contractual obligations in connection with them shall be governed by and construed in accordance with English law. Any dispute, controversy or claim arising out of or in connection with these Terms, including any question regarding its existence, validity, breach or termination and any dispute relating to any non-contractual obligations arising out of or in connection with it, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. Each party shall nominate an arbitrator and the third arbitrator, who shall be the presiding arbitrator, shall be selected and appointed by the LCIA Court. The seat of arbitration shall be London. The arbitral proceedings shall be in English. This arbitration agreement is governed by and shall be construed in accordance with English law.
17. **Hong Kong.** For Clients established or registered in Hong Kong, please see the HK Terms available at [sc.com/en/rcs](https://sc.com/en/rcs).

<sup>1</sup> For the purposes of these Terms, China excludes Hong Kong, Macau, and Taiwan.