

16 July 2022

BOC RM Chat Service and Notice of Amendments to the “Terms and Conditions for RM Chat Service”

Thank you for using the banking services of Bank of China (Hong Kong) Limited (the “Bank”).

Please be informed that BOC RM Chat Service will be enhanced by the addition of the Investment by Video Call Service, and that the Bank’s “Terms and Conditions for RM Chat Service” (the “Terms and Conditions”) have been amended and the relevant amendments will be effective from 31 July 2022 (the “Effective Date”). Please find below details of the relevant amendments. Part A below sets out a summary of the amendments. In Part B, details of the amendments are provided for your ease of reference.

Part A. Summary of Amendments

	Part B - Item No.
• For clarity’s sake, Condition 1.1 has been amended	1
• Regarding the addition of the Investment by Video Call Service, Condition 2.1(c) has been added	2
• Regarding the addition of the Investment by Video Call Service, Condition 2.1(e) has been amended	3
• For clarity’s sake, the heading of Condition 3 has been amended	4
• To clarify the service scope of the RM Chat service, Condition 3.1 has been amended	5
• To clarify the service scope of the RM Chat service, Condition 3.3 has been amended	6
• For the reformatting of words, Condition 3.4 has been amended	7
• To clarify the service scope of the RM Chat service, Condition 3.6 has been amended	8
• Regarding the addition of the Investment by Video Call Service, Condition 3A has been added	9

• Regarding the addition of the Investment by Video Call Service, Condition 4.1 has been amended	10
• Regarding the addition of the Investment by Video Call Service, and to clarify the details of PRIVACY AND PERSONAL DATA section, Condition 4.2 has been amended	11
• For clarity's sake, Condition 5.1 has been amended	12
• For clarity's sake, Condition 6.1 has been amended	13
• For clarity's sake, Condition 7.3 has been amended	14
• For clarity's sake, Condition 7.5 has been amended	15
• Regarding the addition of the Investment by Video Call Service, Condition 7.9 has been added	16

Part B: Details of Amendments

Item	Amendments
1	<p>– Amend Condition 1.1 as follows: “You must read these Terms and Conditions for RM Chat Service (these “Terms”) carefully. These Terms shall apply to your access to and the use of our RM Chat service. These Terms are in addition to and shall be read in conjunction with: (a) our Conditions for Services (https://www.bochk.com/en/conditionsforservices.html), (b) the terms and conditions of BOCHK Mobile Banking App (https://www.bochk.com/dam/document/mbs/tce2014.html), and (c) any other rules, terms, conditions or documents governing or forming part of the banking relationship between you and us in whatever form from time to time (collectively, the “Applicable Terms”). In the event of any inconsistency between these Terms and the Applicable Terms, these Terms shall prevail.”</p>
2	<p>– Add Condition 2.1(c) as follows: “ “Investment by Video Call Service” means the video call service with your RM Team provided by us via the RM Chat service, including but not limited to the application for investment products or services, as determined by us from time to time;”</p> <p>[All subsequent paragraphs under Condition 2.1 have been renumbered.]</p>
3	<p>– Amend Condition 2.1(e) (formerly Condition 2.1(d)) as follows: “ “Services” means any services provided by us via the RM Chat service, including but not limited to making appointment with us, the application for banking products or services and the Investment by Video Call Service; and”</p>
4	<p>– Amend the heading of Condition 3 as follows: “SCOPE OF SERVICE – GENERAL”</p>
5	<p>– Amend Condition 3.1 as follows: “We provide the RM Chat service for the purpose of interacting with you, by enabling you to connect with your RM Team, while you have logged in to BOCHK Mobile Banking App. Except as otherwise agreed</p>

	by us, you are not allowed to delegate the use of the RM Chat service to any other person.”
6	<p>– Amend Condition 3.3 as follows: <u>“You acknowledge and agree that each member of the RM Team is RESTRICTED from accepting or acting on any of your instructions to conduct transactions (except for the Investment by Video Call Service), applying for or terminating any accounts / services or amending personal information on your behalf. Your RM Team may prepare the relevant materials in accordance with your instructions. You shall have the responsibility to complete and/or verify all information in such materials and to submit such materials or execute the transactions.”</u></p>
7	<p>– Amend Condition 3.4 as follows: “ You may check the availability of each member of your RM Team in the chat room. If all members of your RM Team are not available, we will provide you with other communication channels such as the “Online Chat Services” or hotline(s) for our banking services. At present, you may access the chat room and leave a message at any time, and your RM Team will provide the relevant Services normally from Monday to Friday from 9:00 a.m. to 6:00 p.m. and Saturday from 9:00 a.m. to 1:00 p.m. (except public holiday).”</p>
8	<p>– Amend Condition 3.6 as follows: “RM Chat service is part of our banking and investment services under BOCHK Mobile Banking App. If you do not wish to receive push notifications from the RM Chat service, you can either turn off RM Chat notifications in the Settings page of BOCHK Mobile Banking App or use your phone privacy settings to adjust your preference for BOCHK Mobile Banking App.”</p>
9	<p>– Add Condition 3A as follows: “3A. SCOPE OF SERVICE - INVESTMENT BY VIDEO CALL SERVICE</p> <p>3A.1 Without prejudice to the generality of Clause 3, this Clause 3A shall additionally apply to the Investment by Video Call Service.</p> <p>3A.2 We have authentication measures in place to authenticate instructions given or purportedly given by you via the Investment by Video Call Service or to verify the identity of any person giving such</p>



	<p>instructions. Notwithstanding the foregoing, you understand and are fully aware of the risks in giving instructions via the Investment by Video Call Service, including the risk of any instruction being unauthorized or given by an unauthorized person.</p> <p>3A.3 Subject to Clause 7.9, all instructions given or purportedly given by you with respect to the Investment by Video Call Service are binding on you.</p> <p>3A.4 Where there are more than one account holder(s) signing jointly, we may, in our discretion, accept and act on instructions given via the Investment by Video Call Service by any one of such account holder(s) singly, and such instructions are binding on all other customer(s) in all respects notwithstanding any arrangement otherwise specified by the customer(s) to us.</p> <p>3A.5 We may, in our discretion, refuse to act upon any instructions given or purportedly given by you via the Investment by Video Call Service without any reason and without being responsible for any loss or damage suffered by you thereby arising and may require your confirmation before acting on such instructions. Unless caused by our negligence or wilful misconduct, we shall not be liable for any losses, damage, costs or expenses that you may suffer or incur resulting from the exercise of such discretion by us by reason of any cause beyond our control, including (without limitation) any breakdown or failure of transmission or recording facilities or whatsoever reason, or breakdown of or delay or error in transmission for any other reason.</p> <p>3A.6 Investment involves risks. Terms apply. For details and relevant investment risk factors, please contact the staff of BOCHK.”</p>
10	<p>– Amend Condition 4.1 as follows: “Except as it may be necessary when you use the Investment by Video Call Service : (a) your RM Team will not ask you to disclose any personal data, account information, username(s) or password(s) while you interact with any of them via the RM Chat service; and (b) if the disclosure of personal data or account information is required to assist you with your enquiry, RM Team will contact you through other means to safeguard the confidentiality of such information.”</p>

11	<p>– Amend Condition 4.2 as follows: <u>“Except as it may be necessary when you use the Investment by Video Call Service, you shall avoid disclosing your personal data or account information when using the RM Chat service.</u> In the event that you have disclosed your personal data in the chat room and/or video call, you agree that we may collect, use, store and disclose such data in accordance with our “Important Notice and Privacy Policy Statement” (https://www.bochk.com/en/importantnotice.html) (including the “Collection of Information” section and our Privacy Policy Statement and Data Policy Notice (collectively, the “Privacy Notices”).”</p>
12	<p>– Amend Condition 5.1 as follows: “Except as otherwise provided in the Applicable Terms, all communications between your RM Team and you in the chat room (including but not limited to any video calls/ voice/text messages or documents shared and exchanged, any undelivered or deleted messaging records and all your submission records) will be recorded by us. The records of such communications will be stored by us in Hong Kong in accordance with our internal policies (including the Privacy Notices) and the applicable laws. The communication records (except for video calls) will also generally be available for review in the chat room for 30 calendar days from the day upon which the RM Chat communication took place or such other time period which we shall at our absolute discretion determine.”</p>
13	<p>– Amend Condition 6.1 as follow: <u>“You should read the “Security Information” section of the terms and conditions of BOCHK Mobile Banking App</u> (https://www.bochk.com/dam/document/mbs/tce2014.html) <u>carefully for using the RM Chat service.</u> <u>You shall be responsible for the security of your mobile device, password and the confidentiality of your information.</u> We will not be liable for any loss or damage suffered by you arising from or connected with your use of RM Chat service due to the failure of your mobile device or your negligence or omission to take the security measures.”</p>
14	<p>– Amend Condition 7.3 as follows: “Except for the Investment by Video Call Service, information provided</p>

	by any member of the RM Team through the RM Chat service shall not constitute and shall not be construed as any professional advice, or any offer, solicitation or recommendation to the purchase or sale of any investment products or services, and is for reference only and may be valid for a limited time.”
15	– Amend Condition 7.5 as follows: “With respect to the documents available for downloading in the chat room, we do not represent or warrant that there will be no delays, failures, errors or omissions or loss of transmitted documents, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device. <u>You are solely responsible for adequate protection and backup of the mobile device and for undertaking reasonable and appropriate precautions to scan for viruses or other destructive properties.</u> ”
16	– Add Condition 7.9 as follows: <u>“You will be liable for all losses if you have acted fraudulently or with gross negligence, or allowed any third party to use your designated mobile device, or failed to comply with your obligations to take security measures under these Terms or the Applicable Terms, or failed to take the security measures which we advise you to take as communicated to you from time to time by any channel including the measures set out in the security information available on our website and other relevant information as provided by us from time to time. You would not otherwise be responsible for any direct loss suffered by you as a result of unauthorised transactions conducted through the RM Chat service. Subject to the foregoing, you shall keep us indemnified on demand against all actions, proceedings, claims, losses, damage, costs and expenses reasonably incurred by us which may be brought against us or suffered or incurred by us arising directly or indirectly in connection with our accepting and/or relying on or acting on any instructions given by you via the RM Chat service, unless due to our negligence or wilful default.”</u>

Please note that your continuous use of RM Chat Service on or after the Effective Date constitutes your agreement and acceptance of the amendments on the Terms

and Conditions which shall be binding on you. The Bank may not be able to continue to provide relevant applicable services to you if you do not accept the amendments on the Terms and Conditions. Should you have any enquiry/response, please contact the Bank's staff or call our *Private Wealth* Service Hotline at (852) 3988 2188.

The new version of the English and Chinese versions of the "Terms and Conditions for RM Chat Service" will be uploaded onto the Bank's website (www.bochk.com) and Mobile Banking RM Chat Service chatroom from the Effective Date. Should there be any discrepancy between the English and Chinese versions of this notice, the English version shall prevail.

Bank of China (Hong Kong) Limited