

TERMS AND CONDITIONS FOR RM CHAT SERVICE

1. GENERAL

1.1 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.

1.2 By clicking the “Agree” button hereunder and accessing the chat room, you accept and agree to be bound by these Terms and the Applicable Terms. We may amend these Terms and/or the Applicable Terms from time to time at our sole discretion. If you continue to use the RM Chat service following the amendments of these Terms, you will be deemed to have agreed to such amendments.

1.3 These Terms are governed by the laws of Hong Kong and you agree to submit to the non-exclusive jurisdiction of the Hong Kong courts. If you use the RM Chat service outside Hong Kong, you must observe relevant restrictions in relevant jurisdictions.

1.4 These Terms are available in English and Chinese versions. The English version shall prevail in the event of any inconsistency between the two versions.

2. DEFINITIONS

2.1 In these Terms:

- (a) “**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China;
- (b) “**We**”, “**us**” and “**our**” means Bank of China (Hong Kong) Limited and our successors in title and assigns.
- (c) “**BOCHK Mobile Banking App**” means the mobile application designed for the personal customers and owned by us that can be downloaded to certain mobile devices which run an operating system supported by us, through which you can access some of our internet banking services;
- (d) “**Services**” means any services provided by us via the RM Chat service, including but not limited to text messaging, video call, image, hyperlink, document sharing and appointment making with us, the application for banking products or services and the Investment by Video Call Service;
- (e) “**Investment by Video Call Service**” means the video call service with your relationship manager 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; and

- (f) “**Service Team**” means the relationship manager, relationship manager assistant, customer service representatives and investment portfolio consultant as designated to you by us from time to time.

3. SCOPE OF SERVICE – GENERAL

3.1 We provide the RM Chat service for the purpose of interacting with you, by enabling you to connect with your Service Team, while you have logged in to BOCHK Mobile Banking App. Except as otherwise agreed by us, you are not allowed to delegate the use of the RM Chat service to any other person.

3.2 After accessing the chat room of the RM Chat service, you may request your Service Team for relevant Services in the chat room. You acknowledge and agree that the ranges and nature of the Services are limited and will be determined by us from time to time. You may leave the chat room at any time.

3.3 You acknowledge and agree that each member of the Service 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 Service 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.

3.4 According to your needs and willingness, investment portfolio consultant can enter to the chat room or video call to provide you market analysis and general market information, etc. At the same time, they are also able to provide respond on specific investment product and to initiate an individual chat room with you to provide follow up service upon your request.

3.5 You may check the availability of your relationship manager in the chat room. If your relationship manager is 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 Service 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).

3.6 Without prejudice to any forms of notices and communications that you have authorised us to use under the Applicable Terms, you are deemed to have also authorised us to send notices, communications and documents to you in connection with any matters arising from our banking relationship via the RM Chat service.

3.7 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.

3.8 You can share documents in the chat room. You acknowledge that the document types for uploading may be limited and will be determined by us from time to time. You shall avoid sharing any document which contains your personal data or account information. By uploading the documents to the chat room, you agree to grant us a non-exclusive, royalty-free, transferrable, sublicensable, perpetual license to use, copy and process any of such documents in Hong Kong. We have the right to remove any of such documents from the chat room at our sole discretion.

3A. SCOPE OF SERVICE - INVESTMENT BY VIDEO CALL SERVICE

3A.1 Without prejudice to the generality of Clause 3, this Clause 3A shall additionally apply to the Investment by Video Call Service.

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 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.

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.

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.

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.

3A.6 Investment involves risks. Relevant terms of the product and/or services shall apply. For details and relevant investment risk factors, please contact the staff of BOCHK.

4. PRIVACY AND PERSONAL DATA

4.1 Except as it may be necessary when you use the Investment by Video Call Service : (a) your Service 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, Service Team will contact you through other means to safeguard the confidentiality of such information.

4.2 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. 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**”)).

4.3 We may use “cookies” to monitor, analyse and improve the RM Chat service to enhance the customer experience. Our collection and use of such technology are set out in the Privacy Notices.

5. RECORDS

5.1 Except as otherwise provided in the Applicable Terms, all communications between your Service 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 communication with relationship manager and relationship manager assistant took place or such other time period which we shall at our absolute discretion determine. If you wish to request for chat record, please reach out your relationship manager.

5.2 All communication records kept by us shall be final and conclusive. You agree that such records remain in our property and may be used by us for training, quality control and complaint handling purposes. You also agree that we may use such records as evidence in any dispute with you.

5.3 If the communication record contains your personal data, you may refer to our Privacy Notices for requests for access to data or correction of data or for information regarding policies and practices and kinds of data held.

5.4 For a joint account, each joint account holder will access a separate chat room with the Service Team. Each of such chat rooms will not be accessible by and the communication records of each of such chat rooms will not be disclosed to other joint account holder(s).

6. SECURITY

6.1 You should read the “Security Information” section of the terms and conditions of BOCHK Mobile Banking App (<https://www.bochk.com/dam/document/mbs/tce2014.html>) carefully for using the RM Chat service. You shall be responsible for the security of your mobile device, password and the confidentiality of your information. 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.

6.2 All communications between your Service Team and you in the chat room will be encrypted. However, we will not be liable to you for any loss or interception of any content of the communication records unless it is directly caused by our default or negligence.

7. LIABILITY

7.1 You should read the “Disclaimer” section of the terms and conditions of BOCHK Mobile Banking App (<https://www.bochk.com/dam/document/mbs/tce2014.html>) carefully before using the RM Chat service.

7.2 RM Chat service is provided on an “as is” and “as available” basis. We do not guarantee that you will have access to the chat room at all times. We exclude all implied representations, conditions and warranties, whether statutory or otherwise, with respect to the RM Chat service or any content of it, to the extent permitted by applicable law.

7.3 Except for the Investment by Video Call Service, information provided by any member of the Service 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.

7.4 We will take reasonable care to ensure that any information provided to you through the RM Chat service is an accurate reflection of the information contained in our computer systems or, where the information is provided by a third party, accurately reflects the information which we receive from such third party. However, we do not warrant that such information is accurate or error-free and you should have sole responsibility for verifying any such information. We will not have any liability (whether in tort or contract or otherwise) for any reliance by you on any information provided through the RM Chat service.

7.5 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. 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.

7.6 All rights, title, interests, logos or marks of the RM Chat service are exclusively owned by us. You acknowledge and agree that you have no right to use any of them for any purpose.

7.7 You shall not use or attempt to use the RM Chat service to: (a) damage or interfere with any software, mobile application or information technology systems, (b) send any offensive, defamatory, fraudulent or otherwise unlawful information or documents, (c) promote or engage any illegal activities, or (d) cause annoyance or inconvenience to any of the Service Team members.

7.8 You acknowledge and agree that we can terminate your use of the RM Chat service if we reasonably believe that you have breached any provision in these Terms or the Applicable Terms. You shall indemnify us from all loss and damage which we may incur in connection with your breach or improper use of the RM Chat service.

7.9 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 Conditions 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.