

Chat with Live Agent Terms & Conditions

1. These terms and conditions ("Terms") govern your use of Chat with Live Agent ("Application") provided by Standard Chartered Bank (Hong Kong) Limited (the "Bank" or "We", which includes our successors and assigns). Chat with Live Agent is provided as part of the Bank's *electronic banking services*, which enables you to access one or more *electronic banking services* and connect with the Bank's live agents ("Live Agents"), and accordingly:

- a) These Terms are in addition to and shall be read in conjunction with, as applicable, the Client Terms or the General Account Terms, the Important Legal Notice as set out at <https://www.sc.com/hk/terms-and-conditions/disclaimer/> and any other documents forming part of our banking agreement (and any reference to the terms and conditions of the Client Terms or General Account Terms shall include reference to these Terms) (collectively, the "Relevant Terms").
- b) The meaning of key words printed like *this* is explained in the Client Terms and the General Account Terms (as applicable) unless otherwise defined in these Terms. The Client Terms and the General Account Terms may be accessed at <https://www.sc.com/hk/help/customer-terms-and-conditions/>.

In the event of any conflict or inconsistency, these Terms shall prevail over the Relevant Terms to the extent of such conflict or inconsistency.

BY CLICKING "Chat with Live Agent" and USING THE APPLICATION, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS. You also accept and agree to be bound by the Relevant Terms.

2. We may amend these Terms and the Relevant Terms (as applicable) from time to time at our sole discretion. By continuing to use the Application following any new amendment, you will be deemed as accepting the amended Terms.
3. Without prejudice to the other forms of notices and communications that you have authorised us to use under our banking agreement, you are deemed, by using the Application, to have also authorised us to send notices, communications and documents to you in connection with our banking agreement via the Application. If you do not wish to receive push notifications from the Application, you can use your phone privacy settings to adjust your preference.
4. We use cookies to monitor, analyse, promote and improve functionality of the Application. For details, please read our Cookie Policy at <https://www.sc.com/en/cookie-policy/>.
5. You must take all reasonably practical measures to ensure that any *electronic equipment* from which you access the Application is free of and adequately protected against any computer virus or other malicious software. We will not be responsible for any loss or damage suffered by you as a result of any computer viruses, Trojan horses, worms, software bombs, malware or similar processes arising from your use of the Application on affected *electronic equipment*.
6. By uploading, submitting, posting or transmitting data material or information, you agree to grant the Bank a worldwide perpetual irrevocable non-exclusive royalty free and sub-licensable license to use, copy, reproduce, process, adapt, publish, create derivative work from translate, transmit, host and disseminate your content in any media, technology, or form. We reserve the right (but in no way an obligation) to remove, pre-screen, review, flag, filter, modify or refuse any of your content at our sole discretion.
7. You acknowledge and consent to the recording of all communications via the Application (including any documents or files shared, annotated and exchanged). We will also keep records of such communications in line with applicable legal and regulatory obligations and our internal policies. We may use the recorded communications (or transcripts of any voice

conversations made over the Application) in any dispute and you agree not to challenge their validity, admissibility or enforceability on the basis that they are in electronic form. You agree that the recorded communications remain our property, and may be used for training, quality control and dispute handling purposes.

8. You can stop using the Application at any time and the Bank also has the right to suspend and terminate your use of the Application at any time at our sole discretion without notice to you.
9. You agree that any of your personal data collected by the Bank from this Application at any time may be used for such purposes and disclosed to such persons as may be in accordance with the Bank's personal information collection and privacy policies set out in statements published by the Bank from time to time. A copy of the Bank's current Data Protection and Privacy Policy may be accessed by clicking here [Please insert <https://www.sc.com/en/privacy-policy/>].
10. You may instruct Live Agents via the Application to perform account enquiries and certain types of transactions. Live Agents may request personal information from you. Live Agents may access, and you authorize the Bank and Live Agents to access and provide your information in response to your requests or for the purpose of providing banking services to you. You acknowledge that the types and scope of banking services that Live Agents can perform for you via the Application are limited.
11. You further accept and acknowledge that any communications with Live Agents and received by you pertaining to your enquiries/instructions may not be encrypted and may contain personal information and information pertaining to your accounts, and we shall not be responsible or liable to you for any possible release, loss or interception of such personal information and/or information.
12. You are responsible for the security of your *electronic equipment*, mobile device, *security code*, and the confidentiality of your information. You acknowledge that anyone with whom you share your *electronic equipment*, devices or login credentials may be able to see all messages that you have exchanged with Live Agents via the Application and your information, including your conversation history.
13. The Application is provided by the Bank on an "as is" and "as available" basis. The Bank does not make any express or implied representation or warranty in relation to the Application or any content of it, including its security, reliability or functionality, or that Application is free of viruses and can be accessed in an uninterrupted manner.
14. You shall be solely responsible for any breach of your obligations under these Terms or for your actions or omissions, and the Bank has no responsibility to you or any other persons because of your breach, actions or omissions. You agree to use the Application in accordance with these Terms and not to use the Application in any way that is unlawful or in breach of any applicable laws or promotes illegal activities, or that contravenes or infringes any rights of the Bank or any other persons. Any access and use of the Application shall be at your own risk. You shall indemnify us from all loss and damage which we may incur in connection with any of your improper use of the Application.
15. To the fullest extent permitted by applicable law, you agree that the Bank shall not be held liable for any claim, damage or loss howsoever arising from or in connection with making available to you the Application, any access or use of the Application, system down-time, delays or functionality error of the Application, or any transmission of information between you and the Bank via the Application.
16. Should there be any inconsistency or conflict between the English and Chinese version of these Terms, the English version shall prevail.
17. These Terms are governed by the laws of Hong Kong, and you agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.