

Terms of Use for Live Chat Service

1. Live chat service is provided by OCBC Wing Hang Bank Limited (the “**Bank**” or “**We**”, including our successors and assigns) enabling you to connect with the Bank’s customer service representatives (“**Agents**”) through instant messaging. These terms of use for live chat service (“**Terms**”) govern your use of the live chat service and shall be read in conjunction with the disclaimers set out at <https://www.ocbcwhhk.com/webpages/en-us/html/disclaimer/disclaimer.html> (“**Disclaimers**”), which also apply to such use. If you are already our customer, your use of the live chat service is also subject to the OCBC Wing Hang Bank Limited Terms & Conditions for all Accounts and Related Services (“**All Accounts T&C**”) and any other documents forming part of our banking agreement (and any reference to the terms and conditions of the All Accounts T&C shall include reference to these Terms) (collectively, “**Relevant Terms**”). If there is inconsistency between these Terms and the Disclaimers and the Relevant Terms, these Terms will prevail to the extent of such inconsistency. Your clicking of the “CONTINUE” button and your use of the live chat service constitute your acceptance and agreement to be bound by these Terms, Disclaimers and Relevant Terms.
2. You may inform the Agents through instant messaging in the live chat service during the service hours to perform designated banking services as determined by the Bank from time to time at its sole and absolute discretion without prior notice or consent. Further, you acknowledge that the types and scopes of banking services that Agents can provide through the live chat service are limited to instant messaging and only in relation to provision of general information or referral within the Bank, and the eligibility for and availability of particular information or materials and/or each product or service is subject to the final and absolute determination and acceptance by the Bank and/or the relevant member(s) of its group of companies.
3. For general banking enquiry, you are not required to provide any personal information (including personal data or sensitive information) when communicating with our Agents. However, for certain dedicated banking services, we may ask you to provide us with your contact information, personal information and/or the relevant transaction information, including but not limited to your personal data, for verification and follow-up purposes. The information provided to the Bank may be used for purposes in accordance with the [Privacy Policy & Personal Information Collection Statement](#) (“**Privacy Policy**”). By using the live chat service, you agree and acknowledge that you have read, understood, and agreed to such usage and the Privacy Policy.
4. Unless otherwise specified, we may amend, revise, supplement or replace the Terms, Disclaimers, Relevant Terms and Privacy Policy from time to time and at any time at our sole and absolute discretion without prior notice. By continuing to use

the live chat service following any such amendment, revision, supplement and/or replacement, you will be deemed to have accepted the same.

5. Your conversation via the live chat service with our Agents may be recorded for quality control and dispute handling purposes. You acknowledge and consent to the recording of such conversation and the said usage, and agree that the recorded communications remain our property. You also agree that you will not challenge the validity, admissibility or enforceability of the recorded conversations on the basis that they are in electronic form.
6. You may stop using the live chat service at any time and the Bank also has the right to suspend and/or terminate your use of the live chat service at any time at the Bank's sole and absolute discretion without prior consent or notice.
7. You are responsible for the security of your electronic equipment and the confidentiality of your information. You acknowledge that anyone with whom you share your electronic equipment may be able to see all messages that you have exchanged with our Agents via the live chat service and your information.
8. You accept and acknowledge that any communications with our Agents and received by you pertaining to your instructions may contain personal information and/or information pertaining to your accounts, including personal data, and we shall not be responsible or liable to you for any possible release, loss or interception of such personal information and/or information.
9. The live chat service 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 live chat service or any content of it, including its security, reliability or functionality, or that the live chat service is free of viruses and can be accessed in an uninterrupted manner.
10. 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 live chat service in accordance with these Terms and not to use the live chat service to:
 - a. Adversely affect the reputation of the Bank;
 - b. Damage or interfere with the data, software, website or information technology systems in relation to the live chat service;
 - c. Send any offensive, inflammatory, defamatory, fraudulent or otherwise unlawful information;

- d. Cause annoyance or inconvenience to the Bank; or
- e. Act in any way that is unlawful or in breach of any applicable laws or regulations or that promotes illegal activities.

Any access and use of the live chat service 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 live chat service.

11. To the fullest extent permitted by applicable laws and regulations, 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 live chat service, any access or use of the live chat service, system down-time, delays or functionality error of the live chat service, or any transmission of information between you and the Bank via the live chat service.

12. These Terms are governed by the laws of Hong Kong Special Administrative Region ("**Hong Kong**") and you agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

13. The English version of these Terms shall prevail if there is any inconsistency between the English version and the Chinese version.