



Terms and Conditions for HSBC MPF WeChat Official Account Service

These Terms and Conditions for HSBC MPF WeChat Official Account Service (the “**Terms and Conditions**”) shall apply in connection with the use of the HSBC MPF WeChat Official Account Service.

These Terms and Conditions are in addition to and supplemental to, but do not replace, any other terms and conditions applicable to the Customer or HSBC MPF’s service. The Customer is advised to re-read such terms and conditions in conjunction with these Terms and Conditions before using or continuing to use the HSBC MPF WeChat Official Account Service.

By using or continuing to use the HSBC MPF WeChat Official Account Service, the Customer shall be deemed to have accepted and will be bound by these Terms and Conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions:

“**HSBC MPF WeChat Official Account Service**” means the service provided by HSBC MPF using WeChat as a channel from time to time subject to these Terms and Conditions;

“**Customer**” means the HSBC MPF WeChat Official Account follower which uses or requests for using the HSBC MPF WeChat Official Account Service or customer of HSBC MPF which agrees to be bound by these Terms and Conditions;

“**Electronic Device**” means the device of the Customer or its representative (including mobile telephone and computer) for receiving or delivering any communication from or to HSBC MPF under the HSBC MPF WeChat Official Account Service;

“**Electronic Message**” means any message sent by HSBC MPF to the Customer under the Notification Service of the HSBC MPF WeChat Official Account Service in respect of HSBC MPF WeChat Official Account Services;

“**Follow**” means subscribe to the Official Account in respect of the WeChat service, and “**Followed**” shall be construed accordingly;

“**Notification Service**” means the notification service provided by HSBC MPF under the HSBC MPF WeChat Official Account Service;

“**Enquiry Service**” means the enquiry service provided by HSBC MPF under the HSBC MPF WeChat Official Account Service;

“**Virtual Assistant**” means the services with Artificial Intelligence to answer MPF enquiries by HSBC MPF under the HSBC MPF WeChat Official Account Services

“**Official Account**” means the official account of HSBC MPF maintained by HSBC MPF with WeChat in respect of the WeChat service;

“**Service Provider**” means any entity that provides the WeChat service;

1.2 Unless contrary indication appears:

- (a) any reference to these Terms and Conditions to words importing the singular include the plural and vice versa and words denoting any gender includes all genders; and
- (b) any reference to these Terms and Conditions to “including” or “includes” means including or includes without limitation.

2. HSBC MPF WeChat Official Account Service

- 2.1 HSBC MPF has the right to determine from time to time the scope and features of the HSBC MPF WeChat Official Account Service to be made available (including the type and scope of transaction for which HSBC MPF will provide service, and the timing and frequency of providing the service) and HSBC MPF may cancel, withdraw, suspend, vary, expand, or reduce the HSBC MPF WeChat Official Account Service at any time without giving notice or reason.
- 2.2 Browsing and using this HSBC MPF WeChat Official Account Services are subject to all applicable terms and policies prescribed by WeChat from time to time. Those terms and policies are the agreement between customer and WeChat. HSBC MPF does not have any control over WeChat. We do not assume any responsibility for any act or omission of WeChat (including but not limited to the collection, retention, use, transfer or processing of customer personal information, message or content by WeChat, and the access and/or use of customer relevant equipment by WeChat).

Notification Service

- 2.3 HSBC MPF may provide Notification Service to the Customer under which the Customer may from time to time receive an Electronic Message from HSBC MPF.
- 2.4 Any Electronic Message sent by HSBC MPF via the HSBC MPF WeChat Official Account Service shall be deemed to be delivered to the Customer at the time when the Electronic Message was sent by HSBC MPF.
- 2.5 The Customer acknowledges that any information in any Electronic Message is for the Customer's reference only, and shall not be relied upon nor be taken as conclusive evidence of the matter to which it relates by the Customer or any other person.
- 2.6 Unless HSBC MPF otherwise agrees or provides, any Electronic Message sent by HSBC MPF to the Customer is one-way communication and the Customer and its representative should not reply to such Electronic Message. If the Customer receives any Electronic Message which purports to request for any reply or any account or security details such as passwords, the Customer shall report to HSBC MPF immediately.
- 2.7 The Customer acknowledges that all Electronic Messages will be displayed in such language(s) which HSBC MPF may provide from time to time at HSBC MPF's absolute discretion.
- 2.8 Unless HSBC MPF otherwise agrees or provides, any Electronic Message will be sent to the Customer once only. The Customer shall check the relevant HSCB MPF WeChat Official Account regularly for any Electronic Message.

Enquiry Service

- 2.9 The Customer acknowledges that any information provided by HSBC MPF under the Enquiry Service is for the Customer's reference only and shall not be relied upon nor be taken as conclusive evidence of the matter to which it relates by the Customer or any other person.
- 2.10 The virtual assistant is an automated service, and information provided for general enquiries is for reference only. The Customer shall not provide personal information to virtual assistant. The information provided does not constitute any offer for any products or services and is not intended to provide professional investment or other advice.

Security

- 3.1 The Customer agrees that the HSBC MPF WeChat Official Account Service is for the Customer's sole and exclusive use and the Customer shall not allow any unauthorized person to access or use the HSBC MPF WeChat Official Account Service.
- 3.2 It is the Customer's responsibility to take appropriate measures to monitor and control the use of the HSBC MPF WeChat Official Account Service by the Customer and its representative, and to adopt proper safeguards against improper use by unauthorized persons or for unauthorized purposes.
- 3.3 The Customer is responsible for the security of the Electronic Device and HSBC MPF WeChat Official Account and must take all reasonable precautions to prevent any unauthorized person from accessing or using the HSBC MPF WeChat Official Account Service.
- 3.4 The Customer shall ensure that the Electronic Device is not tampered with (e.g. rooted, hacked, jail-broken, etc.).

4. Other Acknowledgements, Warranties and Undertaking

- 4.1 The Customer shall, at HSBC MPF's request, execute such documents, provide such information and perform such acts as HSBC MPF may consider necessary or expedient in connection with the provision of the HSBC MPF WeChat Official Account Service to the Customer.
- 4.2 The Customer acknowledges that the Service Provider and any third parties who support the HSBC MPF WeChat Official Account Service are neither HSBC MPF's agencies nor representing HSBC MPF. There is no partnership or joint venture between any of them with HSBC MPF.
- 4.3 The Customer acknowledges and agrees that the Service Provider or any third parties which support the HSBC MPF WeChat Official Account Service may be able to have access to the information communicated under the HSBC MPF WeChat Official Account Service.
- 4.4 The Customer acknowledges and agrees to be solely responsible and bound by any terms and conditions imposed by the Service Provider or any third parties which support the HSBC MPF WeChat Official Account Service and HSBC MPF shall not be liable for any breaches of any such terms and conditions committed by the Customer or its representative.
- 4.5 The Customer acknowledges that the Electronic Device should be properly installed with HSBC MPF's approved App of WeChat with the Official Account Followed and have proper internet connection before the Electronic Device may receive or deliver any communication under the HSBC MPF WeChat Official Account Service.

5. Fees

- 5.1 HSBC MPF reserves the right to revise any existing charging structure and/or make additional charges from time to time by notice to the Customer in relation to the provision of the HSBC MPF WeChat Official Account Service.
- 5.2 The Customer shall bear any fees, charges or expenses which may be imposed by the Service Provider or any third parties in relation to the relevant WeChat Account or the Electronic Device (including data usage) in connection with the provision of the HSBC MPF WeChat Official Account Service.

6. Restriction of Liabilities

- 6.1 If HSBC MPF can show that an Electronic Message was sent to the Service Provider, HSBC MPF has no liability to the Customer if the Customer suffers losses due to such Electronic Message not being received accurately or at all.

- 6.2 HSBC MPF will not be liable for any disclosure of confidential information not herein authorized where the Customer or its representative has not complied with any provision of these Terms and Conditions.
- 6.3 HSBC MPF does not assume any liability or responsibility (unless the following is caused solely and directly by HSBC MPF's gross negligence or wilful default) to the Customer or any other person for the consequences arising from or in connection with:
- (a) any interruption, suspension, delay, loss, mutilation or other failure in providing the HSBC MPF WeChat Official Account Service howsoever caused;
 - (b) any mechanical failure, power failure, malfunction, or installation in connection with the HSBC MPF WeChat Official Account Service; or
 - (c) any losses caused by the Service Provider or any third parties in connection with the HSBC MPF WeChat Official Account Service.
- 6.4 Without prejudice to Clause 6.3 above, HSBC MPF will not assume any liability or responsibility for any failure or delay in transmitting information to the Customer or any error or failure in such information. In particular, HSBC MPF shall not assume any liability or responsibility for the consequences arising from any cause beyond HSBC MPF's reasonable control including without limitation: failure of the Electronic Device to receive information for whatever reason, suspension or termination of any of the WeChat services, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or inaccuracy of equipment or installation. For the avoidance of doubt, HSBC MPF assumes no liability that results from any act or omission of the Service Provider.
- 6.5 HSBC MPF will not be responsible for any losses or damages caused to the Customer's data, software, Electronic Device, telecommunications equipment or other equipment as a result of the Customer's use of the HSBC MPF WeChat Official Account Service unless such loss or damage is caused solely and directly by HSBC MPF's gross negligence or wilful default.
- 6.6 The Customer undertakes to indemnify HSBC MPF against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which HSBC MPF may sustain, suffer or incur as a result of HSBC MPF's agreeing to provide the HSBC MPF WeChat Official Account Service to the Customer.
- 6.7 It is the Customer's sole responsibility to verify any information received under the HSBC MPF WeChat Official Account Service. HSBC MPF does not assume any liability (whether in tort, contract or otherwise) for any reliance on any such information by the Customer or any other person.

7. Variation of Terms

These Terms and Conditions may, at HSBC MPF's sole discretion, be changed from time to time upon giving the Customer prior notice by way of display in HSBC MPF's premises or in HSBC MPF's statement to the Customer or by such other method as HSBC MPF may decide.

8. Assignment

HSBC MPF may at any time assign or transfer any or all of HSBC MPF's rights and obligations hereunder to any person without the Customer's agreement. The Customer is not allowed to assign or transfer any of the Customer's rights or obligations hereunder to any person unless with the HSBC MPF's prior written agreement.

9. Severability and inconsistency

- 9.1 If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:
- (a) the validity or enforceability in that jurisdiction of any other provision of these Terms and Conditions; or
 - (b) the validity or enforceability in other jurisdictions of that or any other provision of these Terms and Conditions.
- 9.2 If these Terms and Conditions contradict other applicable terms and conditions, these Terms and Conditions will (in relation to the Customer's use of the HSBC MPF WeChat Official Account Service) prevail to the extent that there is a contradiction.

10. Third Party Rights

No person other than HSBC MPF and the Customer will have any right under the Contracts (Rights of Third Party) Ordinance to enforce or enjoy the benefit of any provision of these Terms and Conditions.

11. Governing Law and Jurisdictions

These Terms and Conditions are governed by and will be construed in accordance with the laws of Hong Kong and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

12. Chinese version

The Chinese version of these Terms and Conditions is for reference purpose only. In case of discrepancies between the English and Chinese versions, the English version shall prevail unless otherwise provided herein.