

Terms and Conditions for Live Chat

Live Chat Service ("Live Chat" or the "Service") is a facility established by The Bank of East Asia, Limited ("BEA" or the "Bank"). By using Live Chat provided by BEA, you hereby agree to be bound by the following terms and conditions (as amended from time to time by the Bank) (the "Terms")

1. Use of Live Chat

1.1 Live Chat aims to assist you by providing answers to general enquiries via automated chatbot and live BEA agents in call centres, where applicable. The Bank has the sole and absolute discretion to revise the scope of service of Live Chat from time to time without prior notice.

1.2 BEA staff will neither provide you with any advice or recommendation, nor act upon any instruction given by you or on your behalf to execute any transactions through Live Chat.

1.3 You must only use Live Chat for purposes described in the Terms. BEA has the right to terminate your Live Chat at any time without prior notice if you use or attempt to use Live Chat to (a) adversely affect the Bank's reputation; (b) deliver any message or information which is offensive, inflammatory, insulting, unlawful, defamatory, deceitful or otherwise unlawful; (c) cause annoyance or inconvenience to the Bank; or (d) cause any loss, damage or interference to the software, data or information system of Live Chat.

1.4 Live Chat will not involve any selling process, nor any financial or non-financial transactions.

2. Personal Information

2.1 You are not required to log in to use Live Chat, and may start a conversation using an anonymous identity.

2.2 You are not required to and should not provide any personal information (including your identification document number, account number, phone number, or any sensitive information) while using Live Chat except for the circumstances where the Bank may ask you during the Live Chat, to provide personal information for follow-up purpose before the Bank can respond to your enquiries about your account, transaction or application or request for follow-up actions (if any).

2.3 To preserve the confidentiality, the Bank will not disclose or ask you to disclose any sensitive personal or account information while the Bank interacts with you via Live Chat.

Please avoid disclosing any personal or account information when using Live Chat unless you are making certain enquiries about your account, transaction or application or requests for follow-up and you are being asked by the Bank to provide information for follow-up purpose.

The Bank will contact you via other means, such as over the telephone to assist you with your enquiry or upon your request for follow-up action (if any) subsequent to the Live Chat.

2.4 You agree that the Bank may collect, use, store and disclose the contents of the Live Chat communication (including any personal information you provide us when using Live Chat) to ensure smooth running of the Service and in accordance with "Privacy Policy Statement" and "Personal Information Collection (Customers) Statement" of the Bank (<https://www.hkbea.com/html/en/bea-priacy-statement.html>) (collectively referred to as the "Privacy Statement"). If you wish to request for access to or correction of your personal

information, please refer to the Privacy Statement for the contact of the Group Data Protection Officer of the Bank.

3. Record of Live Chat Communication

You agree that the Bank may retain record of contents of your Live Chat communication for the purposes which are directly related to the Bank's functions or activities and to ensure smooth running of the Service and in accordance with "Privacy Policy Statement" and "Personal Information Collection (Customers) Statement" of the Bank. The records will be kept for a period of seven (7) years or such other period as prescribed by applicable laws and regulations after closure of account or termination of service.

4. Disclaimer

To the extent permitted by law, the Bank excludes all implied representations, conditions and warranties whether statutory or otherwise. Under no circumstances shall the Bank be liable to you or any party for any losses, claims, demands, actions, proceedings or damages suffered by you arising from or connected with your use of Live Chat or indirect or consequential loss of for loss or corruption of data, loss of revenue or loss of profits, whether in contract, tort or under statute or otherwise arising from or connected with your use of Live Chat.

5. Amendment

BEA may revise any provisions contained in the Terms and/or introduce additional provisions at any time and from time to time without prior notice. In the event of any dispute, the decision of BEA shall be final and conclusive against you.

6. Governing Law and Jurisdiction

The Terms shall be governed by and construed in all respects in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China and the courts of this place shall have non-exclusive jurisdiction to settle any dispute which may arise out of or in relation to the Terms.

7. Governing Version

The English version of the Terms shall prevail whenever there is discrepancy between the English and the Chinese versions.