

These Terms and Conditions are in addition to and shall be read in conjunction with the General Terms & Conditions, Terms & Conditions for inMotion, Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data, and Privacy Policy Statement ("**Relevant Terms and Conditions**"). I/We may from time to time use Live Chat provided by China CITIC Bank International Limited (the "**Bank**") and agree that Live Chat will be subject to these **Relevant Terms and Conditions**, and such other terms as may be agreed between me/us and the Bank in relation thereto.

## 1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following words and expressions shall have the following meanings:

"**Live Chat**" means an interactive text messaging service for customers of the Bank and other individual users to interact with our automated chatbot or customer service representative of the Bank for the purpose of general enquiry about the Bank's services and products through its website or inMotion application.

1.2 Unless contrary indication appears, any reference in these Terms and Conditions to:

- (a) words importing the singular include the plural and vice versa and words denoting any gender includes all genders; and
- (b) "**including**" or "**includes**" means including or includes without limitation.

## 2. Scope and Use of Live Chat

2.1 Live Chat aims to provide general information on the Bank's service and product only upon my/our enquiry request. Any information (including rates, prices and other information) provided through Live Chat is for reference only. Such information is not binding and does not constitute any offer, solicitation, recommendation, comment or any guarantee to the purchase or sales of any investment products or service. I/We acknowledge that the information provided under Live Chat is for information only and shall not be relied upon by me/us or any other person nor be taken as conclusive evidence of the matter to which it relates.

2.2 For the avoidance of doubt, the Bank will not accept trading or dealing instruction through Live Chat and it will not provide any financial services including but not limited to advisory, personal or account enquiries as well as other financial instruction.

2.3 Any enquiries received by the Bank through Live Chat is deemed to have been properly written and authorized by me/us. Some enquiries may take time to process and some enquiries may be processed only during the normal Hong Kong office service hours, even if Live Chat is accessible outside such hours.

- 2.4 All services, products and offers mentioned in the information provided through Live Chat are subject to the relevant terms and conditions.
- 2.5 The Bank will terminate my/our use of Live Chat if the Bank reasonably believes that I/we have used or attempted to use Live Chat to:
- (a) adversely affect the reputation of the Bank;
  - (b) damage or interfere with any data, software, website or information technology systems of the Bank;
  - (c) send any offensive, inflammatory, defamatory, fraudulent or otherwise unlawful information; or
  - (d) cause annoyance or inconvenience to the Bank.

### 3. Security Duties

- 3.1 To preserve the confidentiality, the Bank will not disclose or ask me/us to disclose any personal information (including sensitive information) or account information via Live Chat for general enquiries about the Bank's products or services. However, I/we may be asked to provide my/our name(s), email address(es), contact phone number(s), account number(s) and/or transaction details if necessary for processing my/our requests or responding to my/our enquiries which :
- (a) require information transfer via email address(es) and/or contact phone number(s); or
  - (b) require disclosure of more detailed personal or account information so as to assist me/us with my/our enquiry.

My/our information will be recorded in the transcripts only. I/We should avoid disclosing any personal or account information that is not necessary for my/our request or enquiries.

- 3.2 I/We undertake to observe all rules, regulations and guidelines (as updated from time to time) including but not limited to the security recommendations and any other notices circulated by the Bank from time to time on the utilization of Live Chat.

### 4. Transcripts and records

The Bank will retain a transcript of all communications with me/us via Live Chat for the purposes of training (for both automated chatbot and customer service representatives), quality monitoring, disputes handling, etc and for compliance with the legal, regulatory and accounting requirements from time to time.

### 5. Obligations

- 5.1 I/We shall be fully liable for all claims, losses and consequences arising out of or in connection with the use of Live Chat if I/we have acted negligently, dishonestly and/or fraudulently.
- 5.2 I/We shall bear all losses or damages howsoever arising therefrom if I/we fail to comply with any of the requirements in these Terms and Conditions.
- 5.3 I/We shall indemnify and keep the Bank harmless from and against any and all claims, demands, liabilities, losses, damages, costs and expenses which may at any time be suffered or incurred by the Bank arising from or connected with my/our use of Live Chat or indirect or consequential loss or 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 my/our use of Live Chat.
- 5.4 It is my/our sole responsibility to verify any information received under Live Chat. The Bank does not assume any liability (whether in tort, contract or otherwise) for any reliance on any commentaries, confirmations, information or data by me/us or any other person.

## **6. Disclaimer of Warranties and Limitation of Liability**

- 6.1 Under no circumstances, the Bank does not assume any liability or responsibility (unless the following is resulted from the Bank's gross negligence or wilful default) to me/us in connection with:
- (a) Any interruption, suspension, delaying, loss, mutilation or other failure in providing Live Chat howsoever caused;
  - (b) Any mechanical failure, power failure, malfunction, or installation in connection with Live Chat;
  - (c) Any losses caused by the service provider or any third parties in connection with the Bank's providing Live Chat;
- 6.2 The Bank will not be responsible for any losses or damages caused to my/our data, device, telecommunications equipment as a result of my/our use of Live Chat unless such loss or damage is caused by the Bank's wilful default or gross negligence.
- 6.3 The Bank shall not be liable to my/our and/or any third party for any modification, non-availability, malfunctioning, suspension or discontinuance of Live Chat, whether within or outside the Bank's control.

## **7. Suspension and Termination**

The Bank reserves the right to suspend or terminate Live Chat or its use temporarily or permanently at any time, without prior notice, for any reason where the Bank considers necessary or advisable to do so, including but not limited to, when there is a suspected breach of security, or when the Bank has reasonable grounds to suspect that the information I/we provided to the Bank is untrue, inaccurate, not current or incomplete.

## **8. Amendments**

The Bank shall have the right and may at any time delete, replace, add or change any term of these Terms and Conditions applicable to Live Chat by giving prior notice to me/us in accordance with the requirements of applicable codes or guidelines in Hong Kong.

## **9. Severability**

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.

## **10. Third Party Right**

Except as otherwise expressly stated in these Terms and Conditions, no one other than a party to these Terms and Conditions may enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance, Cap. 623 of the Laws of Hong Kong. Where any clause of these Terms and Conditions entitles any third party to enforce any term of these Terms and Conditions under the Contracts (Right of Third Parties) Ordinance, the parties reserve the right to vary that term or any other term of these Terms and Conditions without the consent of the third party.

## **11. Governing Law and Jurisdiction**

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

## **12. Version**

The Chinese version of these Terms and Conditions is for reference purposes only. If there is any conflict between the English and Chinese versions of these Terms and Conditions, the English version shall prevail for all purposes.