

NCB WhatsApp Business Official Account: Terms and Conditions, Privacy Notice and Security Information

Part I. Terms and Conditions

These terms and conditions (these “Terms and Conditions”) describe what you agree to by using the Nanyang Commercial Bank WhatsApp Business Official Account (“NCB WhatsApp”) to communicate with Nanyang Commercial Bank, Limited (“we”, “us” or the “Bank”). These Terms and Conditions shall be read together with the Bank’s Conditions for Services, [*] and [*] (collectively, the “Existing Terms”). Unless otherwise specified, in the event of any conflict between these Terms and Conditions and the Existing Terms, these Terms and Conditions shall prevail.

1. NCB WhatsApp only provides general public information about the Bank's products and services. The same information can be obtained from the Bank’s website, branches and hotlines. NCB WhatsApp does not provide any account login, account inquiry, transaction and other services.
2. Notwithstanding the Privacy Notice below, you agree not to share any personal data or confidential information (including but not limited to identification document number, account number and password) with us when using NCB WhatsApp. To the extent permitted by law, the Bank is not responsible for any legal risks or leakage risks arising from your use of NCB WhatsApp.
3. We can only accept text, pictures and attachments on NCB WhatsApp. Please do not send us any sound files or videos unless we confirm that we can receive them. To ensure service quality, our conversations with you will be recorded.
4. We cannot guarantee that NCB WhatsApp is timely, secure, error-free or virus-free. We make no representations or warranties about the accuracy, relevance, quality, completeness, timeliness, adequacy, security, reliability or validity of NCB WhatsApp or any of its content.
5. To the extent permitted by law, we are not responsible for any loss, liability, data leakage or use of information caused by the operator of the relevant instant messaging application or by any errors, omissions or causes beyond our reasonable control.
6. You agree to use the relevant instant messaging application in accordance with the purposes described by WhatsApp Inc. and these Terms and Conditions.
7. You agree not to transmit any offensive, inflammatory, defamatory, fraudulent or other illegal information to us or our third-party service providers through NCB WhatsApp.
8. Your usage of the instant messaging application are governed by separate direct agreements with the platform. You are responsible for complying with those separate direct agreements and checking them regularly for the relevant updates to their terms and conditions, policies, service statements, business rules, announcement guidelines, etc. You can decide at your own discretion whether to continue accepting the terms of the aforesaid separate direct agreements.
9. We may suspend or terminate all or any part of NCB WhatsApp at any time. We may also change the scope of services we provide to you through NCB WhatsApp at any time. We will notify you of the changes in advance where possible.
10. The Bank may from time to time amend these Terms and Conditions at its sole discretion. If you continue to use NCB WhatsApp, you will be deemed to have accepted the relevant revisions and agree to be

bound by the revised terms and conditions. If you do not accept the amendments, you should stop using NCB WhatsApp.

11. The contents and information provided by the Bank to you through NCB WhatsApp are for reference only and do not constitute an offer, solicitation, inducement, suggestion or recommendation for any products and services, nor is it intended to provide professional investment or other advice. We shall not be considered to be communicating any invitation, inducement, offer or solicitation to engage in banking, investment or insurance activities in any jurisdiction where such communication would be against the law or regulations. You should not consider or treat our communications as such either. If you are a non-Hong Kong resident or you are located outside Hong Kong, the products and services provided to you through NCB WhatsApp may not be registered or authorized by the central bank, government department or regulatory authority of your place of residence or location. Therefore, for such products and services, you may not be protected by securities laws, banking laws, insurance laws or other relevant laws and regulations of your place of residence or location.

12. If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable, the other provisions will remain in full force and effect and shall not be affected by such illegality, invalidity or unenforceability.

13. Our failure or delay in exercising any right, power or remedy will not constitute a waiver of our right, power or remedy. Any waiver by the Bank of any provision of these Terms and Conditions must be made in writing and will only be limited to the waiver of any such provision expressly provided in the Bank's written notice.

14. You may not transfer the rights or responsibilities arising from any provision of these Terms and Conditions without the written consent of the Bank. We may transfer our rights or obligations to any other person without your consent.

15. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of China ("Hong Kong"). The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

16. No other person other than you and the Bank has any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy any provision of these Terms and Conditions.

17. The Chinese version of these terms and conditions is for reference only. If there is any discrepancy between the Chinese and English versions, the English version shall prevail.

Part II. Privacy Notice

1. We will collect, store, use and disclose your personal data in accordance with our Data Policy Notice. For details, please refer to <https://www.ncb.com.hk>.

2. Your use of NCB WhatsApp means that you agree and confirm that you have read, understood and agreed to our Data Policy Notice, and agree and confirm that we can (but are not obligated to) use your registered WhatsApp phone number to contact you at any time, to follow up on product application inquiries and/or other inquiries (if any) you have made to us. If we do not receive your reply within a reasonable time, we have the right to end the conversation. You can contact us at any time to start a new conversation.

3. We may record and monitor all communications with you for the purposes listed in our Data Policy Notice.
4. You communicate with us through the instant messaging application provided by WhatsApp Inc., which may collect, store, use and disclose your personal data in accordance with their own privacy policies.
5. After you have communicated with us through NCB WhatsApp, we may disclose the message contents and your other information to the third party(ies) in order to facilitate, maintain and support these communication channels.

Part III. Security Information

1. Please make sure you download the WhatsApp apps, software and updates from the official app store. You should continue to update your apps and software to the latest versions.
2. Please refer to the “Security Information” on our website <https://www.ncb.com.hk> for suggestions on online security, mobile device security and safer online banking. You can also visit the relevant website(s) of WhatsApp Inc. for further security information.