

Terms and conditions for HSBC Global Private Banking – Medical Concierge Service

HSBC Global Private Banking Medical Concierge Service Terms and Conditions

1. These terms and conditions (“**these Terms**”) contain information relating to the Medical Concierge Service (“**the Services**”) offered to HSBC Personal Banking customers with Global Private Banking Status of The HongKong and Shanghai Banking Corporation Limited in Hong Kong Special Administrative Region (“**HSBC**” or “**the Bank**”) (“**Eligible Customer(s)**”) by HSBC Life (International) Limited, incorporated in Bermuda with limited liability (“**HSBC Life**”) and HSBC acting as the group insurance policyholder for the complementary death benefit coverage.
2. The following Services are offered to Eligible Customers (except those who have opted out from the Services):
 - 2.1. Medical Concierge hotline, subject to clause 4 of these Terms;
 - 2.2. Services supported by HealthyLife, subject to clause 5 of these Terms; and
 - 2.3. A Life Protection of Death Benefit of HKD10,000, subject to clause 6 of these Terms.
3. **Collection, Use and Sharing of Personal Data**
 - 3.1. In order to provide the Services to Eligible Customers and subject to Eligible Customers’ consent where necessary, Eligible Customers’ HSBC Global Private Banking identification number and personal data may be transferred from HSBC to HSBC Life for the purpose of providing, processing and handling the Services (if applicable), upon which Eligible Customers’ personal data may be used by HSBC Life in accordance with its own Privacy Notice (applicable to Medical Concierge Hotline and Death Benefit) or the HealthyLife Privacy Notice (applicable to HealthyLife Services upon signing up the application).
 - 3.2. If Eligible Customers do not agree to clause 3.1 above, HSBC and/or HSBC Life (as the case may be) may not be able to provide the Services to Eligible Customers.
 - 3.3. If Eligible Customers decide to opt out from the Services, Eligible Customers’ personal data would no longer be used for the purpose of the Services within 6 weeks after the request is made.
4. **Medical Concierge Hotline**

To use the Medical Concierge hotline, Eligible Customers have to provide their HSBC Global Private Banking Client number to the Medical Concierge Consultant for identification verification upon connecting to the hotline.

Eligible Customers who need emergency service or are in critical or serious condition should not use the Medical Concierge hotline. HSBC and HSBC Life accept no liability for any consequences caused by such misuse of the Medical Concierge hotline.

In this clause, “**Business Day**” refers to Mondays to Fridays, excluding Hong Kong Public Holidays; “**Office Hours**” refers to 9am to 6pm HKT on Mondays to Fridays, excluding Hong Kong Public Holidays.

4.1. Medical Appointment/ Health Check Appointment Booking Service

- 4.1.1. Medical Concierge Consultant will assist the Eligible Customer to make medical appointment/ health check appointment bookings at no cost with any of such medical providers in Hong Kong, based on the Eligible Customer’s preferred date and time, and subject to the relevant doctor and/or hospital’s availability (provided that the medical provider may change or cancel such appointment).
- 4.1.2. All medical or health check services provided by the medical providers will be at the Eligible Customer’s own expenses.
- 4.1.3. The medical appointment/ health check appointment booking service is available during Office Hours. During non-Office Hours, the hotline will be answered by external third party service provider Raffles Medical Group (or such other service provider as HSBC and HSBC Life think fit) and Eligible Customers may (1) leave a message which will be passed to the Medical Concierge Consultant so that the Medical Concierge Consultant can contact them during Office Hours to serve them; or (2) (where Raffles Medical Group is the service provider answering the call) ask Raffles Medical Group to book appointments at any Raffles owned clinics. HSBC and/or HSBC Life has the right to appoint another entity to take calls on behalf of the Medical Concierge Consultants during non-Office Hours without prior notice to the Eligible Customers.
- 4.1.4. Medical appointments should be booked at least 1 Business Day in advance. Health check appointments should be booked at least 2 weeks in advance. Eligible Customer’s full name and mobile telephone number may be shared with the medical provider for the purpose of booking the appointment.

4.2. 24/7 Medical Hotline

- 4.2.1. By calling the Medical Concierge hotline, Eligible Customers may request to be connected to the 24/7 Medical Hotline. On the 24/7 Medical Hotline, the Eligible Customers will be assisted by on-call registered nurses and doctors for answering general health or medical-related enquiries and/or providing general health information at no cost. Any subsequent medical services will be at Eligible Customer’s own expenses.
- 4.2.2. The service is provided by an external third party service provider Raffles Medical Group (or such other service provider as HSBC and HSBC Life think fit) and will not cover any diagnosis, treatments and/or medications. It is not, and should not be used, as a substitute for medical advice from Eligible Customers’ own medical doctors. The general health and/or medical information provided by the 24/7 Medical Hotline is only intended for enquiries that are not of an urgent or

emergency nature and is not medical advice whatsoever and should not be treated as such. HSBC and HSBC Life do not warrant or represent on the completeness and accuracy of the advice and/or information provided. HSBC and HSBC Life are not liable for loss, damage, costs or other expenses which Eligible Customers may incur as a result of any information provided by 24/7 Medical Hotline. Nothing in this clause will exclude or limit our liability for death or personal injury caused by negligence or for any liability which cannot be excluded or limited under applicable law.

4.3. Limousine Arrangement Service

4.3.1. Medical Concierge Consultant will assist Eligible Customers to arrange local limousine transportation with a third-party service provider, Kings Limousine Company Limited (or such other service provider as HSBC and HSBC Life think fit), at no cost within the designated scope of limousine service areas in Hong Kong, between any accessible urban location in Hong Kong and hospital, for medical purpose. Additional stopover at an accessible urban location is permitted with stopover enroute charges, provided that either pick-up point or drop-off destination must be within the designated scope of service areas in Hong Kong.

The limousine service will not cover the service in:

- a. all outlying islands (e.g., Lamma Island, Ping Chau) yet Eligible Customers may be picked up by the limousine at Central Pier, and
- b. all those restricted areas which require an entrance permit including South of Lantau (i.e., Discovery Bay, Mui Wo, Pui O, Cheung Sha, Tong Fuk, Shui Hau, Tai O), Ma Wan, Shenzhen Bay Port, Sai Kung Wong Shek Pier, Sha Tau Kok Boarder and Luo Wu.

4.3.2. The limousine arrangement service will be available via Medical Concierge hotline during the Office Hours.

4.3.3. The limousine service is provided by an independent third-party service provider. HSBC and/or HSBC Life shall not be liable for the quality of service or other arrangements which may be made by limousine service provider as independent service provider. HSBC and/or HSBC Life shall not be liable for the delay or failure of the limousine service provider to provide the service due to or in relation to any reason or event beyond the control of HSBC and/or HSBC Life.

4.3.4. The limousine arrangement service is provided to Eligible Customer at no cost, but the use of the limousine service is at Eligible Customer's own expenses. The cost varies based on the locations of pick-up point and drop-off destination, and the estimated cost will be provided by Medical Concierge Consultant upon booking request.

- 4.3.5. Eligible Customers who require the service should make booking by calling the Medical Concierge hotline at least 1 Business Day in advance of receiving the service, same day booking will not be accepted.
- 4.3.6. Eligible Customer's name, mobile telephone number and email address may be shared with the limousine service provider for the purpose of booking the appointment. HSBC and HSBC Life shall not be liable for any loss, damages, injury, delay or costs which may arise from any late confirmation, failure of confirmation or failure of providing limousine services by any party or service provider under any and all circumstances.
- 4.3.7. Eligible Customers shall receive the booking confirmation from the limousine service provider of the limousine arrangement 1 Business Day after receipt of the appointment booking. The booking confirmation will include the following information:
- a. Date
 - b. Time
 - c. Pick-up location
 - d. Drop-off destination
 - e. No. of passengers
 - f. Booking number
 - g. 24-hour emergency enquiry hotline
 - h. Payment instruction and online payment link
- 4.3.8. Payment can be made via credit card.
- 4.3.9. Either 4-seater car or 7-seater MPV will be arranged depending on the number of passengers and Eligible Customers' preference and vehicle supply of service provider, provided that there shall be no guarantee that the Eligible Customers' choice of vehicle or any kind vehicle can be available from service provider at the relevant time.
- 4.3.10. The limousine arrangement service shall be subject to availability, under any and all circumstances, even if a relevant appointment has been arranged or confirmed. There is no guarantee in respect of any of the availability or punctuality of the limousine arrangement, regardless of whether an appointment has been arranged or not.
- 4.3.11. Any changes and/or cancellations to a successful booking should be made by the Eligible Customer at least 3 hours prior to the scheduled pick-up time by phone with the objective to avoid costs imposed by service provider due to late changes or late cancellation:
- a. During Office Hours: Eligible Customers can contact the Medical Concierge hotline and speak to Medical Concierge Consultant.

- b. Outside Office Hours: Eligible Customers can contact the service provider listed in the confirmation for assistance.
- 4.3.12. Full refund will be made directly to the Eligible Customer's credit card by the service provider for cancellations made at least 3 hours prior to the scheduled pick-up time. It will take 1-2 weeks to process the payment; If cancellations to a successful booking are made within 3 hours of the scheduled pick-up time, the cancellation will be considered as late cancellation and no refund will be made.
- 4.3.13. Eligible Customers shall be required to show or disclose the booking number/the surname/telephone number (in respect of the Eligible Customers) to the driver for verification purpose.
- 4.3.14. HSBC and/or HSBC Life shall have the right to reject on such Eligible Customers and/or any other person for using the Limousine Arrangement Service.
- 4.3.15. Notwithstanding anything stated herein, HSBC Life shall have the right to charge the Eligible Customer for any and all the expenses and costs incurred by HSBC Life as a result of use of such limousine arrangement service if he used the service beyond the scope of coverage or not in accordance with the terms and conditions herein.
- 4.3.16. If there is/will be typhoon no. 8 or above or adverse weather conditions, the service provider may suspend service or only provide limited service due to safety reasons. Full refund will be made for cancellations due to typhoon no.8 or above and/or black rain signal. Service during typhoon no. 8 or above and/or black rain signal is subject to additional surcharge.
- 4.3.17. Under no circumstances whatsoever shall HSBC and/or HSBC Life be liable for any loss, damages, injury, delay or costs which may arise from or related to any suspension, delay, fault, adverse weather conditions, accidents or failure relating to limousine services due to or in relation to any reason or event beyond the control of HSBC and/or HSBC Life.
- 4.3.18. Limitation of responsibility of HSBC Life in respect of Limousine Arrangement Service
Subject to all the terms herein, HSBC Life will use reasonable endeavors to assist Eligible Customers to arrange limousine service with the service provider (subject to availability of limousine services of the service provider), provided that the Eligible Customers provide all necessary information and data and support as may be required as may be required by HSBC Life and/or service provider from time to time. If the Eligible Customers does not give consent to HSBC Life to transfer and provide personal data of Eligible Customers (for example, name, mobile phone number and email address) to the service provider, the service provider will not be able to send the booking confirmation, and may leave the pick-up point without any prior notice, including but not limited to under any of the following

circumstances: when the Eligible Customers do not arrive on time, or when the limousine provider driver fails to locate or find the Eligible Customers due to whatsoever reason. Eligible Customers have been advised not to use the limousine arrangement service for any emergency requirement and/or critical condition and the customers should directly arrange for ambulance in such circumstances.

5. HealthyLife

5.1. HealthyLife is a digital platform provided in Hong Kong and Macau by HSBC Life (“**we**” or “**us**”).

5.2. HealthyLife allows members to manage and monitor their health and wellness benefits, and other benefits, products and services that are available to Eligible Customers from time to time (the “**Benefits**”). Eligible Customers can access HealthyLife on our mobile or web application (the “**Application**”).

5.3. Fees

We do not charge for the use of HealthyLife. However, Eligible Customers’ mobile network operator may charge Eligible Customers for downloading or accessing HealthyLife and its functions and features. These charges may vary if Eligible Customers download or use HealthyLife abroad. Eligible Customers are responsible for these charges.

5.4. Using HealthyLife Abroad

HealthyLife is designed to be used in Hong Kong and Macau only, it is not intended to be used by any person in any jurisdiction where such use would not be permitted by law or regulation, or where we are not licensed or authorised to provide HealthyLife or any of its functions or features. If Eligible Customers use HealthyLife outside of Hong Kong and Macau, Eligible Customers are doing so on Eligible Customers’ own initiative and must adhere to local laws.

5.5. Registration

5.5.1. Registration

- a. Registration for the use of HealthyLife is granted at our sole discretion. We may reject Eligible Customers’ request for registration if we consider there are reasonable grounds for doing so (for example, if Eligible Customers are not eligible to use Benefits+ or if we have doubts as to Eligible Customers’ identity).
- b. By registering to use HealthyLife, Eligible Customers agree and confirm that:
 - Eligible Customers are using Eligible Customers’ genuine identity; and
 - information provided by Eligible Customers for the registration is accurate, current, complete and not misleading.

5.6. Accuracy of Eligible Customers’ Information

5.6.1. Eligible Customers must provide accurate, current and complete information during registration and ensure that this information is kept up-to-date. We will not

be responsible for any loss due to the provision of incomplete or inaccurate information by Eligible Customers.

5.6.2. Eligible Customers cannot transfer Eligible Customers' HealthyLife registration to another person. Each individual can only have one registration.

5.7. Compatible device

5.7.1. Please ensure that Eligible Customers' mobile and other electronic devices are compatible with the Application. To ensure Eligible Customers can access and use HealthyLife and to maintain the security of Eligible Customers' HealthyLife account ("**Account**"), it is important to keep the Application and Eligible Customers' devices operating system up-to-date.

5.7.2. We cannot guarantee that HealthyLife, the Application or its features or services are available or supported on all devices or operating systems.

5.8. Eligible Customers' Benefits may be subject to the terms and conditions of the relevant Benefit provider. These are available on the description page of the relevant Benefit.

Benefit providers are third party vendors who offer and provide Benefits on or through Benefits+ from time to time. A Benefit provider's terms and conditions may include:

- redemption methods, if applicable (for example, by way of an eVoucher, redemption codes, etc.)
- the validity period or expiry date of the Benefit
- any restrictions on the use of the relevant Benefit
- any refund and cancellation policy

5.9. What We Do and Don't Do

5.9.1. We provide HealthyLife as a platform to manage Eligible Customers' Benefits. We do not own, create, sell, provide, offer, or supply any benefits available on HealthyLife.

5.9.2. All Benefits on HealthyLife are offered and provided by Benefit providers who are parties separate, independent and unrelated to us.

5.9.3. We are responsible for managing and processing the orders Eligible Customers place on the Choices page. Any orders Eligible Customers place on Choices are orders made to the relevant Benefit provider through HealthyLife. In other words, these are transactions between Eligible Customers and the relevant Benefit Provider.

5.10. Choices Our E-shop

5.10.1. Choices is an e-shop on HealthyLife that grants Eligible Customers access to or allows Eligible Customers to purchase certain goods and services offered by Benefit Providers.

5.10.2. We reserve the right to modify or remove items available on Choices from time to time. The items on Choices are available while stocks last and subject to the terms and conditions of the relevant Benefit Provider.

- 5.10.3. Eligible Customers may use credit card or PayMe to place orders on Choices. Further details on payment are provided in clause 5.12 below.
- 5.10.4. Once Eligible Customers have placed an order, Eligible Customers cannot amend or cancel it.
- 5.11. Eligible Customers' Use of HealthyLife
- 5.11.1. Eligible Customers acknowledge and agree that:
- a. Eligible Customers' use of HealthyLife is at Eligible Customers' sole risk; and
 - b. HealthyLife and all Benefits available on HealthyLife are provided on an "as is" and "as available" basis.
- 5.12. Payments
- 5.12.1. From time to time, Eligible Customers may need to make payments to us as part of Eligible Customers' use of Benefits+ (for example, making a payment on Choices).
- 5.12.2. We may set out additional terms and conditions that apply to such payments within HealthyLife or communicate them to Eligible Customers in another way. These terms may include billing arrangements, consequences of failing to make timely payments, and conditions for refunds (if applicable). Eligible Customers must comply with all such terms and Eligible Customers agree that Eligible Customers are solely responsible for all fees and taxes (which may change from time to time) associated with any such payments.
- 5.12.3. We only accept the payment methods indicated on the "Choices" page (each a "**Payment Method**"). For any Payment Methods Eligible Customers choose, it will be subject to validation checks and authorisation by Eligible Customer as a user.
- 5.12.4. The price indicated for an item on HealthyLife is in Hong Kong dollars unless we set out otherwise.
- 5.12.5. Eligible Customers are solely responsible for the accuracy and completeness of Eligible Customers' Payment Method information, and we are not responsible for any loss Eligible Customers may suffer as a result of incorrect Payment Method information provided by Eligible Customers or the Payment Method's failure to operate as intended.
- 5.12.6. By completing an order on the Choices page, Eligible Customers:
- a. agree to pay the stated amount for the transaction; and
 - b. authorise us to charge Eligible Customers' Payment Method all fees and taxes due and payable for the transaction (or, if the transaction has failed, fees associated with a failed transaction).
- Once Eligible Customers complete an order, Eligible Customers will receive a confirmation from us.
- 5.12.7. We reserve the right to suspend or terminate Eligible Customers' Account if Eligible Customers fail to complete payments.

- 5.12.8. Please inform us immediately if Eligible Customers notice any errors or transactions that Eligible Customers do not recognise. If Eligible Customers do not notify us within 30 days after the transaction, we may be unable to take any actions for that error or unauthorised transaction.
- 5.13. Personal Data
- 5.13.1. Providing Personal Data to Us
- a. By using HealthyLife, Eligible Customers agree that we may collect, use, store, and share Eligible Customers' personal data according to our Personal Information Collection Statement.
- 5.13.2. Providing Personal Data to Benefit Providers
- Eligible Customers agree that:
- a. We will collect, use, disclose, and transfer Eligible Customers' and/or beneficiary's personal information as necessary to detect and prevent fraud to the following persons, who may collect and use this information only as reasonably necessary to carry out the purposes described above: fraud prevention organizations, and databases or registers (and their operators) used by the insurance industry to analyze and check information provided against existing information.
 - b. The beneficiary(ies) has consented to all of the above.
- 5.14. Security
- 5.14.1. What We See
- We will assume that it is the Eligible Customer with whom we are dealing when his or her security details are used. Therefore, Eligible Customers are reminded to keep their security details safe at all times. Security details refer to personalized information that Eligible Customers have given us to confirm Eligible Customers' identity, including passwords, security codes, PINs, signatures, or biometric data (such as a fingerprint, facial or voice recognition, or retina image).
- 5.14.2. What Eligible Customers Need to Do
- a. Eligible Customers' Account is for Eligible Customers' sole and personal use. Eligible Customers are responsible for maintaining the confidentiality and security of Eligible Customers' Account and security details.
 - b. Eligible Customers must take appropriate security measures to keep their Accounts and security details, as well as their mobile devices (or any other electronic devices that Eligible Customers use to access the Application), safe. Please follow the security tips and guidance that we make available under the FAQ section on our website or mobile application.
- 5.14.3. Suspicious Activities and Unauthorised Use
- a. Eligible Customers will be responsible for any instructions given by them or anyone acting with their authority between the period when they log on to the Application and until they log off.

- b. Tell us immediately if:
 - Eligible Customers have any reason to suspect that their security details have been stolen, misused, or otherwise compromised; or
 - There is actual or suspected unauthorised use or access to Eligible Customers' Account.
- c. We will investigate any suspicious activity or unauthorized transactions that Eligible Customers report to us. We may ask Eligible Customers for information to help our investigations, and we may need to share it with the relevant law enforcement agencies or regulators. Eligible Customers may be responsible for any unauthorised use or transactions if we reasonably believe that Eligible Customers acted carelessly, fraudulently, or did not follow these Terms or the security tips and guidance that we make available.

5.15. Content and Intellectual Property

5.15.1. On HealthyLife, Eligible Customers can create, upload, post, send, receive, and store Account Content and access and view Platform Content. "Account Content" refers to the content that Eligible Customers create, upload, post, and store on or through HealthyLife. This may include documents, text, and pictures. "Platform Content" refers to the content that we make available on or through HealthyLife. This includes our proprietary content and any content licensed or authorized for use by us or to us by a third party, such as a Benefit provider.

5.15.2. Account Content

- a. Eligible Customers are responsible for all Account Content.
- b. By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Account Content on or through HealthyLife, Eligible Customers confirm that:
 - Eligible Customers are the sole and exclusive owner of all Account Content or have all rights, licenses, or consents necessary to grant us rights to use the Account Content;
 - all Account Content, Eligible Customers' uploading and posting of Account Content, or use of Account Content will not infringe, misappropriate or violate any third party's patent, copyright, trademark, trade secret, moral rights, or other proprietary or intellectual property rights or rights of publicity or privacy or result in the violation of any applicable law or regulation; and
 - Eligible Customers grant us a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable, and transferable license to such Account Content to access, use, store, copy, modify, prepare derivative works or distribute, publish, transmit, and otherwise exploit in any manner such Account Content to provide and/or promote HealthyLife.
- c. Eligible Customers must not:

- d. post, upload, publish, submit or transmit any Account Content that is fraudulent, false, misleading or deceptive, defamatory, libellous, vulgar, offensive, discriminatory, promote any illegal activities or is otherwise inappropriate; or
- e. use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit HealthyLife or the Account Content/Platform Content, except to the extent Eligible Customers are the legal owner of certain Account Content.

5.15.3. Platform Content

- a. Eligible Customers acknowledge and agree that:
 - a. the Platform Content (including all associated intellectual property rights) is our exclusive property and/or the exclusive property of our licensors; and
 - b. unless we specify otherwise, nothing in these Terms operates to assign, transfer, license, or otherwise grant Eligible Customers any right, title, or interest in or to the intellectual property rights relating to HealthyLife or the Platform Content.

5.16. Confidentiality

5.16.1. Eligible Customers must keep the information we designate as confidential.

5.16.2. Eligible Customers may disclose information which would otherwise be confidential only if:

- a. Eligible Customers are required by law to disclose it;
- b. Eligible Customers are required by any government, regulatory or supervisory body, or a court of competent jurisdiction to disclose it;
- c. the information has come into the public domain through no fault of Eligible Customers' own; or
- d. we have given Eligible Customers prior written approval to disclose it;
- e. and on the condition that Eligible Customers consult with us first before Eligible Customers make any disclosure (unless such consultation would be unlawful).

5.17. Communications

5.17.1. Sending Notices to Eligible Customers

- a. We may need to contact Eligible Customers from time to time to provide them with certain information, for example, to confirm that we have received instructions or payments from Eligible Customers, to give them a summary of Eligible Customers' transactions, or to inform them of any updates or changes to these Terms or HealthyLife.
- b. We may communicate with Eligible Customers from time to time in any form and mode of communication we consider appropriate. This includes sending secure e-messages on the Application, emails, push notifications, or text messages to Eligible Customers' phone number or email address held in our

records. We will assume that Eligible Customers have received our communications immediately after we have sent them.

5.17.2. Receiving Notices from Eligible Customers

Please communicate with us in the manner we may specify on HealthyLife from time to time (for example, through the Application or the contact details set out under Help on HealthyLife). Instructions or communications sent by Eligible Customers will be considered as having been received by us on the day of actual receipt.

5.18. Changes, Suspension, and Termination

5.18.1. Amendments to the Terms and HealthyLife

a. We may, from time to time:

- amend these Terms;
- make changes to, suspend, terminate or deactivate Benefits+ (for example, when we carry out scheduled or unscheduled maintenance, upgrades or other servicing to HealthyLife);
- suspend, cancel, terminate, or revoke any Benefits offered through HealthyLife (in whole or in part); and
- change the identity and range of Benefit providers, benefit structure, incentives, discounts, and eligibility conditions relating to the Benefits provided or HealthyLife itself.

b. Where possible and appropriate, we will inform Eligible Customers of these changes in advance. If Eligible Customers do not agree with these changes, please cease using HealthyLife. By continuing to use HealthyLife, Eligible Customers accept these changes and will be bound by them.

5.18.2. Transfer of Our Rights and Obligations

a. We may, at any time, without Eligible Customers' prior consent, transfer or sub-contract any of our rights and obligations to someone we believe is capable of performing our obligations towards Eligible Customers as well as we would. Where possible and appropriate, we will inform Eligible Customers in advance.

b. However, Eligible Customers may not transfer any of their rights or obligations to any other person without our prior written consent.

5.18.3. Suspension and Termination

a. We may limit, suspend, or terminate Eligible Customers' access to HealthyLife if:

- we reasonably suspect that Eligible Customers have breached these Terms;
- Eligible Customers provided us with incorrect or misleading information;
- we have requested information from Eligible Customers, but Eligible Customers have not provided it to us within a reasonable period of time;

- we reasonably suspect fraudulent, illegal, unauthorized, or criminal activities;
 - we have concerns about the security of Eligible Customers' Account (for example, if someone attempts to access Eligible Customers' account without their authorization by using Eligible Customers' password);
 - Eligible Customers have not paid any amount owed to us after a reasonable period; or
 - we need to do so to ensure compliance with applicable laws, regulations, regulatory guidance or instructions, or court orders. We will not be responsible for any losses Eligible Customers may suffer as a result of the limitation, suspension, or termination of Eligible Customers' access to HealthyLife.
- b. We may not be able to inform Eligible Customers in advance before limiting, suspending, or terminating Eligible Customers' access to HealthyLife.
- c. If Eligible Customers' access to HealthyLife is suspended or terminated, Eligible Customers will not be able to use any of the functions and features on HealthyLife, and all benefits associated with HealthyLife will cease or end.

5.19. Our Liability

5.19.1. Security of Our Systems

- a. We will take reasonable steps to:
- ensure our systems relating to HealthyLife are installed with adequate security designs; and
 - control and manage the risks in operating such systems. However, neither we nor any member of the HSBC Group can guarantee that HealthyLife is free of destructive properties that may adversely affect Eligible Customers' hardware, software, or equipment (including Eligible Customers' computer and mobile device), or any data transmitted, stored, or processed in relation to HealthyLife.

5.19.2. Benefits

- a. By displaying and making Benefits available on HealthyLife, we are not making any statement, promise, or assurance regarding the nature or quality of the Benefits provided by Benefit providers.
- b. We and any member of the HSBC Group are not responsible for:
- the nature or quality of the Benefits provided by Benefit providers;
 - any marketing efforts by Benefit providers; or
 - any disputes arising out of the transactions between Eligible Customers and the Benefit providers through the use of HealthyLife, including in relation to the provision of the Benefits and any errors of the Benefit providers in processing Eligible Customers' transaction.

5.19.3. Information on External Websites

- a. Eligible Customers may access information or materials on or through HealthyLife that may be provided by other users of HealthyLife or external websites (including via links that may direct Eligible Customers to those external websites).
 - Eligible Customers acknowledge that such information, materials, and external websites are prepared and published by third parties that are not related to us.
 - We have not verified the information on these websites and do not guarantee, approve, or endorse such information. We have no control over and have no obligation to update such information and materials.
 - Such information and materials (for example, lifestyle questionnaire results, lifestyle tips, or suggestions) do not constitute medical advice.
 - Eligible Customers must exercise independent judgment and must not rely on such information in place of seeking professional medical advice. Eligible Customers should seek appropriate professional medical advice promptly as needed.

5.19.4. No Representations or Warranties

- a. We and any member of the HSBC Group expressly disclaim all conditions, undertakings, representations, and warranties (whether express or implied) in relation to HealthyLife and/or the Benefits.
- b. We and any member of the HSBC Group make no representations or warranties:
 - as to the accuracy, quality, completeness, timeliness, adequacy, reliability, or validity of any information or material provided on or through HealthyLife;
 - that HealthyLife will meet Eligible Customers' requirements, is fit for purpose, or is free of defects, errors, or omissions; or
 - that Eligible Customers' use of HealthyLife will be uninterrupted, timely, secure, or error-free.

5.19.5. Limitation of Our Liability

- a. We, the members of the HSBC Group, and our respective agents will not be liable for any loss or damage under any circumstances in:
 - tort (including negligence);
 - breach of statutory duty; or
 - otherwise, which Eligible Customers or any other person may incur or suffer in connection with the use of HealthyLife or these Terms (including in relation to any acts or omissions of Benefit Providers), to the extent that:
 - such loss or damage is consequential, indirect, special, or punitive; or
 - such loss is loss of profits, anticipated savings, or other economic loss.

This does not affect our liability, which cannot be excluded or limited under applicable law.

- b. If it is proven in a case that there was gross negligence or willful default by us, any member of the HSBC Group, or our respective agents, then our and the HSBC Group's aggregate liability to Eligible Customers for any direct loss or damage in connection with the use of HealthyLife or these Terms will be the lower of:
 - any loss or damage Eligible Customers incur or suffer that is direct and reasonably foreseeable arising directly and solely from such gross negligence or willful default; or
 - the amount of the relevant transaction.
 - c. Neither we nor any member of the HSBC Group will be liable for:
 - a. any interruption, interception, suspension, delay, loss, unavailability, mutilation, or other failure in providing HealthyLife, or in downloading the Application, or connecting with HealthyLife that is caused by any circumstance beyond our reasonable control; or
 - b. any delays or failures of the performance of any of our obligations under these Terms if they are attributable to any event or circumstances that are beyond our reasonable control. These include war, civil commotion, armed conflict, riot, act of terrorism, pandemic, fire, flood, or other act of God.
- 5.20. Delay in Exercising Any Rights
- 5.20.1. If we, and any member of the HSBC Group or Eligible Customers have any right or remedy under these Terms or applicable laws against the other, that right or remedy will not be lost if there is a delay in exercising that right or remedy, nor will it prevent or restrict the exercise of that right or remedy in the future.

6. Life Policy - Death Benefit

- 6.1. Eligible Customers fulfilling the criteria in clause 6.2 below will be covered by a HK\$10,000 Life Policy - Death Benefit ("**Coverage**") on a complimentary basis underwritten by HSBC Life and held by HSBC as a group insurance policyholder ("**Policy**"), subject to terms and conditions below:
- 6.2. Eligible Customer should fulfill all of the following requirements ("**Insured Person**") to be eligible for enjoying the Coverage:
 - 6.2.1. Maintaining a HSBC Personal Banking account with Global Private Banking Status; and
 - 6.2.2. whose country of residence is not USA or Japan; and
 - 6.2.3. who has been agreed by HSBC as eligible and accepted and enrolled by HSBC Life as an Insured Person in respect of the Coverage.

- 6.3. Subject to all the terms and conditions herein, if the Insured Person dies while the Policy is in force, HSBC Life will pay the amount of Death Benefit (HK\$10,000) as stated to that Insured Person's estate.
- 6.4. The Coverage is provided by HSBC who acts in the capability of policyholder of the group life insurance, but not offering this insurance coverage at the capacity as an insurance agency for sales of individual insurance products. HSBC reserves the right to suspend, alter or terminate this Coverage (in whole or in part) or amend the relevant provisions of these Terms at its discretion at any time without notice.
- 6.5. Subject to clause 6.4, the Policy will continue to be in force for an individual Insured Person provided that
- 6.5.1. HSBC acts in the capability of policyholder of the group life insurance, whereas HSBC Life acts in the capability of insurer; AND
- 6.5.2. The Eligible Customer fulfils the requirements stated in 6.2.
- For the avoidance of doubt, no Death Benefit will be payable in respect of death of an Insured Person if such Insured Person ceases to be qualified for the Coverage or the Coverage is terminated on or before the date of death of such Insured Person.

7. General

- 7.1. The Services stated in these Terms are not exchangeable or redeemable for cash and are not transferable.
- 7.2. The Services are subject to suspension and termination without prior notice at HSBC's and/or HSBC Life's discretion. Eligible Customers can also terminate their access to the Services by indicating to opt-out from the Services. Their access to the Services will be terminated within 6-8 weeks upon the request of opt-out is received by HSBC.
- 7.3. HSBC and HSBC Life reserve the right to amend these Terms from time to time without giving prior notices.
- 7.4. These Terms shall be governed by and construed in accordance with the laws of the Hong Kong SAR. Each party submits to the non-exclusive jurisdiction of the courts of the HKSAR.
- 7.5. HSBC and/or HSBC Life shall not be liable for any damages, losses, claims, costs or proceedings incurred or suffered by the Eligible Customers as a result of their participation and/or usage of the Services (to the extent permitted by applicable laws).
- 7.6. HSBC and HSBC Life further reserve the right to exclude an Eligible Customer who violates these Terms, tampers with the Services, engages in abusive, deceit or fraudulent behavior in relation to the Services or makes false representations or statements or violates any applicable law or regulations. The Services may be subsequently revoked and withdrawn.



- 7.7. No person other than the Eligible Customer, HSBC and HSBC Life will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms.
- 7.8. If any part of these Terms is prohibited by law or judged by a court to be unlawful, void, or enforceable, that part will be treated as removed from these Terms, but the rest of these Terms will be unaffected and will remain valid and enforceable.
- 7.9. In case of any dispute arising from the Services, the decision of HSBC and/or HSBC Life shall be final and conclusive.
- 7.10. If there is any inconsistency between the English and Chinese versions of these Terms, the English version will prevail.

Issued by The Hongkong and Shanghai Banking Corporation Limited and HSBC Life (International) Limited