



## Hong Kong Individual Investor terms and conditions

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### General

The website is primarily intended for those who access it from within Hong Kong. The investment funds, exchange traded funds and unlisted funds ( "Funds" ) referred to on this website are offered only in jurisdictions where and when they may be lawfully offered by Hang Seng Investment Management Limited ("Manager"). The information on this website is not intended for use by persons located in or resident in jurisdictions which restrict the distribution of such information by the Manager. You are required to inform yourself about and observe any relevant restrictions when accessing this website.

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The information contained in this website is not, and is not intended to provide, professional investment or other advice. When accessing this website, you should obtain appropriate professional advice where necessary.

Any information contained in this website may be withdrawn or amended at any time without advance notice at the discretion of the Manager. The eligibility of visitors to this



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It is your sole responsibility to prevent, safeguard and ensure that no computer virus enters your system and this website.

These terms and conditions shall be governed by and construed in accordance with the laws of the Hong Kong SAR. By accessing this website and any of its pages, you agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong SAR and acknowledge that you understand that these terms and conditions may be enforced in the courts of any competent jurisdiction.

### **No Warranties**

The Manager endeavours to ensure the accuracy and reliability of the information provided herein but does not guarantee its accuracy or reliability, and accepts no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions. Where the information related to the Funds is sourced externally (as disclosed), the Manager has reasonable belief that such information is accurate, complete and up-to-date.

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## Security Reminder

The Manager maintains strict security standards and procedures to prevent unauthorised access to information about you. The Manager will never contact you by email or otherwise and ask you to validate personal information such as your ID, account number or password information. If you receive such a request, you should contact the Manager at 2198 5890. Please communicate with the Manager through its official website domain address ([www.hangsenginvestment.com](http://www.hangsenginvestment.com)) and not through hyperlinks embedded in emails.

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## Privacy Policy

The Manager builds its business on trust between you and itself. To preserve the confidentiality of all personal data you provide, the Manager maintains the following privacy principles:



1. Transparency: The Manager will be clear and transparent as to how it collects and uses data, including providing data subjects (including personal customers, corporate customers, representatives and non-affiliated third parties (such as vendors and their representatives)) with a statement of how it may use their data where required.
2. Fair and lawful usage: The Manager will only collect, process and store data lawfully and where it has a legitimate reason to do so.
3. Limited purposes: The Manager will collect and process data for specified and lawful purposes, and will not use it for further, incompatible purposes without first taking all steps necessary under applicable data privacy laws and regulations.
4. Data minimisation and adequacy: The Manager will ensure its collection, retention and processing of data is proportionate. The Manager will strike an appropriate balance to ensure that it processes sufficient data to carry on its business and achieve any specified lawful purposes, while making sure that it does not collect, retain or process excessive amounts of data.
5. Data quality and accuracy: The Manager will maintain appropriate standards of data quality and integrity, and will implement policies in respect of data accuracy, including taking steps where appropriate to avoid data becoming out of date.
6. Data security and retention: The Manager will retain data securely, implement appropriate data retention policies, and will dispose data securely once it is no longer required. The Manager will ensure that appropriate processes are put in place so only those acting on its behalf with a business requirement to access such data are authorised and able to do so.
7. Training and awareness: The Manager will ensure that those acting on its behalf with access to data are trained appropriately on their obligations regarding those data.
8. Data subject rights: The Manager will ensure that data subjects' rights are observed in accordance with applicable data privacy laws and regulations, including any timeline established thereby.



9. Third parties: Where the Manager appoints a vendor or agent, it will require them to apply standards equivalent to these Data Privacy Principles. The Manager will only disclose data to governmental or judicial bodies or law enforcement or agencies or regulators where this is allowed by applicable Data Privacy Laws and Regulations, or otherwise required by applicable laws and regulations.
10. Data transfers: Where the Manager voluntarily transfers data to another HSBC Group entity, third party or to another jurisdiction, the Manager will ensure that the data transfer is lawful and that the recipient is required to apply the same, or equivalent, standards as these Data Privacy Principles.

By maintaining commitment to these principles, the Manager will ensure that it respects the inherent trust that you place in it.

In addition to the Manager's duty of confidentiality to you, it shall at all times observe the above privacy principles and the Personal Data (Privacy) Ordinance ("the Ordinance") of the Hong Kong SAR in collecting, maintaining and using the personal data of customers in accordance with the [Notice to Investors, Distributors, Discretionary Mandate Clients \(collectively "Clients"\) and Other Individuals relating to the Personal Data \(Privacy\) Ordinance \(the "Ordinance"\)](#) (the "Notice").



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### Language Version

In the event of any inconsistency between the Chinese translation and the English version of these terms and conditions, the English version shall prevail.

### Governing Law

These terms and conditions are governed by and interpreted in accordance with the laws of the Hong Kong SAR.



## Contact Us

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Hong Kong

Request for access to personal data or correction of personal data or for information regarding policies and practices on personal data and kinds of personal data held should be addressed to:

Data Protection Officer  
Hang Seng Bank Limited  
83 Des Voeux Road Central  
Hong Kong  
Fax : (852) 2868 4042