

HealthPass Terms & Conditions

1. Introduction

1.1. Welcome to HealthPass

- 1.1.1. HealthPass is a health services-based membership scheme sold and managed by HSBC Life (International) Limited, incorporated in Bermuda with limited liability ('HSBC Life'). HealthPass is a product of HSBC Life, but not The Hongkong and Shanghai Banking Corporation (the "Bank"). It's part of the overall Well+ Programme co-branded by HSBC Life and the Bank, and is aimed at rewarding those who are proactive in improving their health and general well-being ('you'). HealthPass gives customers access to affordable healthcare with discounted health, medical, and wellness services and products. HealthPass is a membership scheme and not an insurance product.
- 1.1.2. By purchasing a HealthPass membership, you also confirm to join the overall Well+ Programme, where you're incentivised to complete activities to improve your overall wellness and earn rewards (see Well+ Level Adventure or Well+ Bonus Badge for further details).
- 1.1.3. The most up-to-date version of these Terms & Conditions ('T&Cs') is available on the HSBC website and on the HSBC HK Mobile Banking app. You should periodically check these T&Cs, the Well+ Terms and Conditions and any other applicable documents relevant to the HealthPass membership. The date of the latest version of these T&Cs can be found at the bottom of this document under the heading 'Last updated date'.
- 1.1.4. Before you apply to become a member of HealthPass, you must read and agree to be bound by these T&Cs, the Well+ Terms and Conditions, the Well+ Data Privacy Notice, and other information, materials, and contents relevant to HealthPass.
- You consent to the collection, use and disclosure of personally identifiable information and any other information from or about you, including but not limited to any demographic, health, and wellness related information in accordance with Well+ Data Privacy Notice (see <https://www.hsbc.com.hk/well-plus-data-privacy-notice>). Your said information will be protected in accordance with our Privacy and Security Notice (see <https://www.hsbc.com.hk/legal/privacy-security>).
 - You acknowledge and agree that the Bank and/or HSBC Life may make changes to these documents, and adopt, promulgate, or implement any other rules, regulations, policies, or procedures relevant to HealthPass; and that the Bank and/or HSBC Life shall have the sole right to interpret, apply and disapply any of these T&Cs, and any other rules, regulations, policies or procedures.

2. Purchase a HealthPass membership

A HealthPass membership can be purchased through the HSBC HK Mobile Banking app by eligible members for themselves (main member) and additional sub-members.

2.1. Eligibility

2.1.1. The minimum eligibility requirements to purchase a HealthPass membership (as the main member) are as follows:

- You must be aged 18 years or above at the time of purchase
- You must have a valid HSBC HKD account or HSBC HKD Visa or Mastercard credit card
- You maintain your status as a valid HSBC HK Mobile Banking app user* throughout the duration of the scheme
- Your membership of the HealthPass scheme has not previously been cancelled or terminated by HSBC Life
- Your membership of the overall Well+ Programme remains valid and subsisting
- You don't hold any existing and currently valid HealthPass memberships, whether a main membership or sub-membership

*Hong Kong residents only, not including MPF or pension only customers.

2.2. Purchasing a HealthPass

2.2.1. Eligible customers can purchase a HealthPass membership for themselves (as the main member) and additional sub-members via the HSBC HK Mobile Banking app.

- There are two membership tiers ('Standard' and 'Premium') to choose from; at separate price points respectively, which gives you access to different benefits.
- There are two membership terms to choose from; monthly (30 days) and annual (365 days); which dictates your membership renewal period. The membership term can't be changed after purchase within the current membership term.
- The main member can purchase a maximum of 6 memberships (including themselves)**
- HealthPass memberships are only available for purchase in HKD.
- The main member will be charged the full membership term amount immediately upon purchase. HSBC Life reserve the right to change the annual and monthly HealthPass membership fees at any time, without prior notice for subsequent purchases and renewals

** Multiple memberships (sub-memberships) can only be purchased at the same time as purchasing a membership for yourself. Once your HealthPass membership and sub-memberships are purchased, you can only vary or purchase more sub-memberships by cancelling auto-renewal and purchasing a new HealthPass at the expiry of your current membership term. If however, you do not turn off auto-renew, you shall not have the option of varying or adding to your existing sub-memberships, which shall continue as before. You can't purchase a HealthPass membership for someone else without purchasing a membership for yourself.

2.3. Renewing a HealthPass

2.3.1. Your HealthPass membership (and benefits) will automatically renew unless auto-renewal is explicitly turned off by the main member. The HealthPass membership renewal date will be determined with reference to your chosen membership term (monthly or annual) and date of first purchase.

- Benefit entitlement shall renew with each membership renewal. To the extent that you (or a sub-member) don't use all of the membership benefits within the membership term (in the event that you don't automatically renew your plan), any unused benefits will be forfeited
- Where the payment frequency is annual (365 days), HSBC Life will send you a renewal notice 30 days before the renewal
- Where the payment frequency is monthly (30 days), HSBC Life won't send you a renewal notice
- Please regularly check the HSBC HK Mobile Banking app for the exact renewal date

2.4. Cancelling a HealthPass

2.4.1. Subject to applicable laws and regulations, there are no rights to cancel or terminate HealthPass upon request ahead of the next renewal / plan end date. All HealthPass membership purchases are final and non-refundable.

- If you don't wish to continue your membership at the end of the current membership term (or wish to vary your sub-members/sub-memberships by purchasing a new HealthPass), you should cancel the auto-renewal through the HSBC HK Mobile Banking app on the HealthPass dashboard
 - The final date to cancel the auto-renewal will be before 23:59HKT on the day before your membership renewal date. Failure to do so will result in your membership auto-renewing for another membership term as per your previous membership term. No cancellation or refund shall be given under such circumstances.
 - If you select not to renew your membership, you and any sub-members will cease to be HealthPass members upon the plan end date (the same date as the renewal date)
- Please regularly check the HSBC HK Mobile Banking app for the exact renewal date

2.5. Eligible payment methods

2.5.1. You can purchase a HealthPass membership using the payment methods listed in this section and any additional payment methods as may be communicated from time to time. HSBC Life reserve the right to add or remove payment methods without prior notice to customers.

- a valid HSBC HKD account
- a valid HSBC HKD Visa or Mastercard credit card

2.5.2. **Standard plan customers:** your chosen payment method will be used to pay the initial (and any subsequent) membership fees for yourself and your sub-members.

2.5.3. **Premium plan customers:** your chosen payment method will be used to pay the initial (and any subsequent) membership fees for yourself and your sub-members, as well as medication and prescription delivery fees from video consultations with general practitioners (GPs).

2.6. Failed payments

- 2.6.1. It's your sole responsibility to ensure your selected payment method is most up-to-date on HealthPass and is adequately funded to cover the costs of your HealthPass membership including any renewal and any co-payment amounts arising from use of the scheme, as applicable
- 2.6.2. HSBC Life won't be liable for any failed payment fees charged to you due to insufficient funds. HSBC Life won't be liable for any membership cancellations due to incorrect payment method or failure by the main member to pay for their membership or co-payment fees
- 2.6.3. HSBC Life won't be liable for termination or loss of access to the service in the event of such failed payments
- 2.6.4. Example scenarios of potential payment failures and their implications for HealthPass include:

<p>Membership fee payment failure</p>	<ul style="list-style-type: none"> • In the event your membership fee payment fails, you and your sub-members will lose access to your HealthPass benefits through the HealthyLife app ("HealthyLife") • You'll have 7 calendar days thereafter to update your bank account or credit card details as appropriate or ensure there is sufficient balance in your account • HSBC Life will attempt to collect the membership payment fee again after 7 calendar days. The exact date of collection will be based on the next business day • If the final payment can't be collected, your HealthPass membership will be cancelled. In this event, you'll still be liable for any unpaid fees incurred from using HealthPass services, e.g. co-payment fees
<p>Video consultation co-payment failure</p>	<p>Only applicable to customers who have purchased a HealthPass Premium plan.</p> <ul style="list-style-type: none"> • If the co-payment fee payment fails, both you and any sub-members will lose access to the video consultation service through the HealthyLife app • You'll need to update your bank account information using the HSBC HK Mobile Banking app upon which, HSBC Life will attempt to collect any outstanding co-payment fees again after 7 calendar days. The exact date of collection will be based on the next business day. • Access to the video consultation services will only be reinstated once all outstanding co-payment fees have been settled • HSBC Life has the right to terminate your entire membership (including that of sub-members) if any outstanding co-payment fees aren't paid • Additionally, HSBC Life reserves the right to refuse any further HealthPass memberships if outstanding co-payment fees aren't paid

3. Using a HealthPass membership

3.1. HealthPass main memberships

- 3.1.1. Upon successful purchase of a HealthPass, your membership will become active immediately. Failure to maintain an active membership due to payment issues will result in loss of service. HSBC Life won't be liable for any loss of service due to payment or network issues.
- 3.1.2. Cancelling your auto-renewal will end your membership from the next renewal cycle. Customers can purchase a HealthPass again through their HSBC HK Mobile Banking app provided that all outstanding fees incurred from using the HealthPass service have been settled.
- 3.1.3. HealthPass memberships are non-transferable.

Termination:

- 3.1.4. HSBC Life reserve the right to terminate your HealthPass membership at any time, to the extent practicable, by giving you at least 30 days' notice of any such termination, save for the following circumstances where we may terminate immediately upon giving you written notice to this effect:
- You no longer meet the eligibility criteria for membership of the scheme as stated herein
 - You (or anyone acting on your behalf) are detected to be involved in dishonest or fraudulent behaviour, or misrepresentation / abuse or any other inappropriate acts, in relation to the Bank, HSBC Life or the scheme
 - You no longer hold a valid banking relationship with the Bank
 - You've passed away
- 3.1.5. A customer whose membership has been terminated isn't eligible to purchase a HealthPass membership again.

3.2. HealthPass sub-memberships

- 3.2.1. As the main member of HealthPass, you can add sub-members to your plan in accordance with the number of additional memberships purchased. You're entitled to purchase memberships for a maximum of 5 sub-members in addition to your HealthPass main membership.
- 3.2.2. Memberships for additional individuals can only be acquired at the time of purchasing your own HealthPass membership. Once your HealthPass membership and any sub-memberships have been purchased, any further changes to or additional sub-memberships can only be made or purchased by purchasing a new plan after the plan end date of your membership (after cancelling auto-renewal). Furthermore, the acquisition of a HealthPass membership for another individual is contingent upon your acquisition of a membership for yourself.
- 3.2.3. By adding a member through the HealthPass membership as a sub-member, you agree that the Bank and HSBC Life may collect, use, store, and share the sub-member's personal data according to the Well+ Data Privacy Notice (and that you've told the sub-member how we'll collect, use and share their data as explained in the notice). You confirm you've obtained the necessary consent and authorisation from the sub-member (and their parents or guardians if under 18) to add / use their personal details for the purposes of the HealthPass membership in accordance with these terms and conditions.
- 3.2.4. Once a sub-member's details have been added in HealthPass, you won't be able to change the personal details of the sub-member. Once details for all selected sub-members have been added, you won't be able to add (or substitute) any further sub-members. HSBC Life shan't be liable for any failure to add the correct personal details of sub-members which results in a sub-member being unable to access the HealthPass services. All HealthPass sub-memberships are non-transferable.

- 3.2.5. As a sub-member of an active HealthPass, no further HealthPass can be purchased directly by the sub-member as a main member. Where the HealthPass has been cancelled, the sub-member will be able to purchase a HealthPass themselves. A sub-member can't voluntarily cancel their HealthPass membership during the membership term (including upon auto-renewal).
- 3.2.6. **All sub-members added to HealthPass will be required to adhere to the HealthPass terms and conditions, as well as any subsequent terms and conditions when using the scheme. You, the main member, confirm you've communicated to your sub-members and obtained the necessary consent from all sub-members (including, for under 18 year olds, the consent of their legal parents or guardians) to be bound by: a) these T&C's; b) the Well+ Terms and Conditions; c) all other relevant terms and conditions as may be updated from time to time; d) the Well+ Data Privacy Notice, and e) the HealthPass HealthyLife Terms and Conditions, and Data Privacy Notice and those of any designated third-party providers providing benefits or services under HealthPass / HealthyLife. You shan't select (or otherwise continue to select) sub-members that haven't provided their consent.**
- 3.2.7. As a main member who has purchased a HealthPass Premium plan, you'll be responsible for all co-payment fees generated by all sub-members added as part of your HealthPass plan. HSBC Life won't be liable for any co-payment fees resulting from services used by sub-members. Co-payment fees include medication and prescription delivery fees from video consultations with general practitioners (GPs).

3.3. Benefits

- 3.3.1. HealthPass offers a range of benefits ('Benefits') to its members, such as access to health and wellness products ('Products') and services ('Services'). HSBC Life has the sole discretion in determining you or your sub-members' entitlement to any of the Benefits. You may check the details of your entitlement on the HealthyLife app. The party providing the Benefits may be us or any of our designated partners and each Benefit item may be subject to further terms and conditions. If you choose to use a Benefit, you'll be bound by any additional terms and conditions applicable to that Benefit item. If there are any inconsistencies between these T&Cs and those additional terms and conditions, the latter shall prevail. We can, at any time, withdraw, suspend or amend any of the Benefits at our sole discretion, with or without notice.
- 3.3.2. All benefits are non-transferable between HealthPass members.
- 3.3.3. Some Benefits may expire if you don't take actions to claim them. If we specify a time or actions that you must take to claim a Benefit and you fail to follow those instructions, then you may lose your entitlement to that Benefit.
- 3.3.4. Some Services or Products may not be available at all times or in some locations or to certain age groups. We won't be liable to you for any Services or Products not being available to you.

HealthPass Standard plan	
GP video consultation	<p>Access healthcare without leaving your home. Conveniently book video consultations with general practitioners (GPs), receive prescriptions, and have medications delivered to your doorstep.</p> <ul style="list-style-type: none"> • Book and pay for each GP video consultation (VC) through the HealthyLife app. You can book and pay for a VC for yourself and your sub-members. Sub-members that are eligible to access HealthyLife (See section 4 below) can also purchase VC's and top up their own account independently. • This service is only available in Hong Kong. Medicine delivery time and availability will depend on your delivery location and actual traffic conditions • Any purchased but unused VCs will be forfeited at the end of your membership term in the event you don't automatically renew your plan. HSBC Life won't be liable for any loss of purchased VC resulting from your membership being cancelled or terminated
Care+ doctor network	<p>Enjoy a discount on our extensive network of local medical providers throughout Hong Kong. Present your HealthPass eHealth card to our network medical providers to qualify for the discount.</p> <ul style="list-style-type: none"> • HSBC Life reserves the right to modify the discount offered through the HealthPass scheme at any time without prior notice. Please check the HSBC HK Mobile Banking app for the final discount offer amount • The Care+ doctor network includes GPs and specialists in cardiology, Chinese medicine, dentistry, general practice, general surgery, laboratory and imaging services, ophthalmology, pediatrics, physiotherapy, and 15+ other specialties. HSBC Life reserves the right to change the types of doctors included in the Care+ network, as well as the specific doctors within the Care+ network. • All payments to the doctors must be made directly to the doctor. HSBC Life won't be responsible for any fees charged by the doctors. We recommend confirming the cost of the service with the network provider before booking or attending an appointment. • HSBC Life won't be liable for any losses due to changes in doctors within the Care+ network, the quality of care provided at the doctors' offices, appointment changes, or failure to honour appointments.
eHealth card	<p>Access to the HealthPass eHealth card will be available through the HealthyLife app. Your HealthPass eHealth card may only be used at participating doctors.</p> <ul style="list-style-type: none"> • You'll have access to your eHealth card only while your membership status is active. As the main member, you'll be able to see all the eHealth cards for your sub-members. Sub-members will only be able to see their own eHealth card on the HealthyLife app • You can share or download copies of the eHealth cards using the download or share function in the app, including the eHealth card of your sub-members. A shared card will only be valid for use by a sub-member on the date it was shared

	<ul style="list-style-type: none"> • HSBC Life won't be liable for any loss of discount services due to members' inability to access the eHealth card. We recommend saving a copy of your eHealth card on the date of your appointment
Choices marketplace	<p>Choices is an eMarketplace on HealthyLife that gives you access to or allows you to purchase various goods and services offered by independent third-party health and wellness providers (the 'Benefit Providers').</p> <ul style="list-style-type: none"> • 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. HSBC Life aren't responsible for the provision or delivery of the goods or services by the Benefit Providers • Any unused purchases on Choices that aren't used / redeemed by the end of your membership term (in the event that you don't automatically renew your plan) will be forfeited. HSBC Life won't be liable for any such loss
Annual benefits	<p>1 free VC including 3 days of basic medication and delivery (for annual payment Standard plans only).</p> <ul style="list-style-type: none"> • 1 free VC will be available for each main member and each sub-member through the HealthyLife app • The free VC isn't transferable between the main member and sub-members • The free VC will need to be consumed within the annual membership period and won't be carried over when the membership term is renewed • If you fail to use the free VC within the annual term, you'll forfeit your benefit once your annual membership period is completed
HealthPass Premium plan	
GP video consultation	<p>Access to healthcare without leaving your home. Conveniently book VCs with GPs, receive prescriptions, and have medications delivered to your doorstep.</p> <ul style="list-style-type: none"> • You must book each GP VC through the HealthyLife app. You can book a VC for yourself and your sub-members. • This service is only available in Hong Kong. The availability and delivery time will depend on your delivery location and actual traffic conditions
Care+ doctor network	<p>Enjoy a discount on our extensive network of local medical providers throughout Hong Kong. Present your HealthPass eHealth card to our network medical providers to qualify for the discount.</p> <ul style="list-style-type: none"> • HSBC Life reserves the right to modify the discount offered through the HealthPass scheme at any time without prior notice. Please check the HSBC HK Mobile Banking app for the final discount offer amount • The Care+ doctor network includes GPs and specialists in cardiology, Chinese medicine, dentistry, general practice, general surgery, laboratory and imaging services, ophthalmology, pediatrics, physiotherapy, and 15+ other specialties. HSBC Life reserves the right to change the types of doctors included in the Care+ network, as well as the specific doctors within the Care+ network • All payments to the doctors must be made directly to the doctor. HSBC Life won't be responsible for any fees charged by the doctors. We recommend confirming the cost of the service with the network provider before booking or attending an appointment.

	<ul style="list-style-type: none"> • HSBC Life won't be liable for any losses due to changes in doctors within the Care+ network, the quality of care provided at the doctors' offices, appointment changes, or failure to honor appointments.
<p>eHealth card</p>	<p>Access to the HealthPass eHealth card will be available through the HealthyLife app. Your HealthPass eHealth card may only be used at participating doctors.</p> <ul style="list-style-type: none"> • You'll have access to your eHealth card only while your membership status is active. As the main member, you'll be able to see all the eHealth cards for the sub-members. Sub-members will only be able to see their own eHealth card on the HealthyLife app. • You can share or download a copy of your eHealth card using the download or share function in the app, including the eHealth card of your sub-members. The shared card will only be valid for use by a sub-member on the date it is shared • HSBC Life won't be liable for any loss of discount services due to members' inability to access the eHealth card. We recommend saving a copy of your eHealth card on the date of your appointment.
<p>Choices marketplace</p>	<p>Choices is an eMarketplace on HealthyLife that gives you access to or allows you to purchase various goods and services offered by Benefit Providers.</p> <ul style="list-style-type: none"> • 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. HSBC Life aren't responsible for the provision or delivery of the goods or services by the Benefit Providers • Any unused purchases on Choices that aren't used / redeemed by the end of your membership term (in the event that you don't automatically renew your plan) will be forfeited. HSBC Life won't be liable for any loss to purchased products resulting from your membership being cancelled.
<p>Annual benefits</p>	<p>For annual payment Premium plans only. Stay on top of your health with a yearly HealthPass Premium plan and receive a free check-up with a partner clinic. Please check the benefit details via the HSBC HK Mobile Banking app or HealthyLife app to confirm the exact health check-up service.</p> <ul style="list-style-type: none"> • 1 free health check-up will be available for each main member and each sub-member through the HealthyLife app • The free health check-up isn't transferable between the main member and sub-members • The free health check-up will need to be redeemed within the annual membership period and won't be carried over when the membership term is renewed • If you fail to use the free health check-up within the annual term, you'll forfeit your benefit once your annual membership period is completed <p>Cancer Market Test Disclaimer: Cancer genetic tests (cancer marker test) can't be used as a diagnostic tool and can't replace routine hospital examinations. These tests may produce false positive</p>

or false negative results. If these tests are indeed conducted, they must be used in conjunction with Low-Dose Computed Tomography (LDCT), or with other routine screening tools recommended by doctors.

3.4. HSBC Life designated partners

3.4.1. Some Benefits and Services are provided by HSBC Life's designated partners as independent third-party service providers (the 'Partners'). If you use a Benefit or Service from HSBC Life's designated Partners or otherwise interact with them, you:

- Agree to the Partner's terms and conditions applicable to the Benefit or Service and must comply with those terms
- Consent to HSBC Life sharing your personal, medical, health / lifestyle and wellness data to the Partner (and vice versa) as necessary for the Partner to deliver the Benefit or Service, and that you've obtained the necessary consent and authorisation from your sub-members to use their data for such purposes; in each case in accordance with the relevant terms and conditions and privacy notices, including those of the Partners
- Where the collection, use and retention of such personal and medical data provided to the Partner is subject to the control and responsibility of the Partner as an independent data user under the Personal Data (Privacy) Ordinance (and/or any other applicable laws and regulations relating to processing of personal data and privacy in effect in any relevant territory from time to time), HSBC Life shan't be considered as a data user / controller or joint data user / controller of such collection, use and retention of personal data, nor held liable for the Partner's actions or omissions
- Do so at your own risk
- Agree that any Benefit or Service you obtain from Partners are supplied directly by the Partners and not HSBC Life or any member of the HSBC Group
- Must resolve any issues related to the quality or delivery of a Benefit or Service directly with the Partners and not HSBC Life or any member of the HSBC Group.

3.4.2. HSBC Life nor any member of the HSBC Group, aren't responsible or liable for and doesn't provide any guarantee, endorsement or recommendation regarding:

- Any of the Partners' qualifications or expertise
- The availability, suitability, quality, or standard of the Partners' actions, Products or Services including whether they are merchantable or fit for any particular purpose or provided with due care and skill
- Any information or advice provided by any of the Partners or through the scheme
- The use of or any of the contents of the Partners' websites or other platforms.

HSBC Life nor any member of the HSBC Group, aren't liable and shan't be liable for any Products or Services provided through a third-party service provider which is an independent contractor and isn't an agent of HSBC Life. HSBC Life nor any member of the HSBC Group shan't be responsible for any costs, expenses, injury or damages (which may be incurred directly or indirectly) due to or relating to the products or services provided or advice given by the Partners or their agents. HSBC Life expressly disclaim all conditions, undertakings, representations and warranties of any kind (whether expressed or implied) in relation to the Partners' Products or Services.

- 3.4.3. In order to claim certain Benefits and use certain Services or Products, you may need to make a payment in addition to your HealthPass membership fees (if any). For example, in some circumstances you may need to engage one of our Partners to complete a Service and you may need to pay for it notwithstanding you've paid any HealthPass membership fees. You can check the relevant information on the HealthyLife app. In some circumstances, you may be required to enter into a contract with our Partner to claim certain Benefits or use certain Services or Products. We won't be a party to any contract between you and our Partner, and we'll have no liability in connection with that contract.

3.5. Responsibility for using this service

- 3.5.1. You use the Benefits or Services at your own risk. The Benefits or Services available and the information and materials provided to you through the scheme may not be suitable for all members. You must use your best endeavors to ensure your own safety while using the Benefits or Services and to avoid harm to yourself.
- 3.5.2. HealthPass doesn't constitute medical advice and is not a substitute for medical advice or treatment. You should consult your doctor or the appropriate professionals independent of this scheme in relation to your personal circumstances, including any health or medical condition prior to joining this scheme or using any of the Benefits or Services. Information and materials provided to you through the scheme may not be based on the most recent findings or developments and aren't specifically tailored for any particular person.
- 3.5.3. There could be health and wellness research that could render the information provided by or through HSBC Life or HSBC Life's Partners obsolete or in other ways not applicable. You mustn't disregard or change any treatment your doctor or other health professionals recommends to you as a result of the use of a Service under this scheme without first consulting that doctor or health professional.
- 3.5.4. In some circumstances, you may be required to enter into a contract with HSBC Life's Partners to claim certain Benefits or use certain Services. HSBC Life won't be a party to any contract between you and HSBC Life's Partners, and HSBC Life nor any member of the HSBC Group, will have no liability in connection with that contract. You mustn't use your membership for illegal purposes, in any manner that's inappropriate, likely to offend others or fraudulent. HSBC Life may take steps to verify the responsible use of your membership.

4. HealthyLife App

4.1. Overview

- 4.1.1. HealthyLife is a digital platform provided in Hong Kong by HSBC Life .
- 4.1.2. HealthyLife allows members to manage and monitor their health and wellness Benefits, and other Products and Services that are available to Eligible Customers from time to time. Eligible Customers can access HealthyLife on the mobile application (the 'Application').
- 4.1.3. HSBC Life don't 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.

- 4.1.4. HealthyLife is designed to be used in Hong Kong only. It's not intended to be used by any person in any jurisdictions where such use would not be permitted by law or regulation, or where HSBC Life are not licensed or authorised to provide HealthyLife or any of its functions or features. If Eligible Customers use HealthyLife outside of Hong Kong, they are doing so on their own initiative and must adhere to local laws.
- 4.1.5. Please refer to the full HealthyLife terms and conditions in the HealthyLife application.

4.2. Eligibility

- 4.2.1. The minimum eligibility requirements for HealthPass main members and sub-members to access and use the HealthyLife app are:
- They're HSBC Banking customers who maintain their status as a valid HSBC HK Mobile Banking app user throughout the duration of the scheme
 - They hold: (i) a valid HKID; or (ii) a valid passport (where HKID isn't available)
 - They're 18 years of age and older
 - They're active HealthPass members
- 4.2.2. Sub-members who don't meet the above eligibility requirements for registration, including those who aren't HSBC customers in Hong Kong, and as stated in this section above, will be required to access the available HealthPass benefits using the main member's access to the HealthyLife app.

4.3 Compatible device

- 4.3.1. 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's important to keep the Application and Eligible Customers' devices operating system up-to-date.
- 4.3.2. HSBC Life can't guarantee that HealthyLife, or its features or services are available or supported on all devices or operating systems.
- 4.3.3. You'll be required to log on with your HSBC Mobile Banking digital profile to access HealthyLife.

5. Personal information and data transfer

- 5.1. The Bank and HSBC Life handle and collect personal information for purposes which include the administration of your membership, the provision of services under this scheme, business operations, for statistical, research and reporting purposes, and for other purposes set out in the Well+ Data Privacy Notice, which sets out how the Bank and HSBC Life collects, uses, handles and discloses your personal information and other important information.
- 5.2. By providing information to the Bank or HSBC Life or other representatives, or by continuing your relationship with the Bank and HSBC Life and otherwise interacting with the Bank and HSBC Life, you confirm that you've been notified of the matters and consent to the collection, use, disclosure, and handling of personal information as described in the Well+ Data Privacy Notice, as updated from time to time.
- 5.3. The Bank and HSBC Life will also send you important information relevant to the scheme (including but not limited to product updates such as new features or campaigns rolled out under the scheme) via SMS, push notifications, email, in-app messages and/or posts. Please ensure your mobile number, email address and physical mail address are up-to-date.

- 5.4. You must ensure the accuracy of the personal information and personal information of sub-members (including those under 18 years old) provided to the Bank or HSBC Life. If any of your personal information or the personal information of sub-members held in connection with your membership is incorrect, out-of-date or incomplete, the Bank or HSBC Life can take reasonable steps to correct the personal information.
- 5.5. As the main member, you must ensure that when you register the sub-members or provide personal information to the Bank and HSBC Life for sending the invitation for registering sub-membership to your HealthPass, you've provided the personal and other information of the sub-members pursuant to the request and in doing so, you've obtained your sub-members consent as above and complied with all relevant laws and regulations including the Personal Data (Privacy) Ordinance (Chapter 486, Laws of Hong Kong).

6. General Terms and Conditions

- 6.1. The HealthPass membership and relevant Benefits stated in these Terms aren't exchangeable or redeemable for cash and are non-transferable.
- 6.2. The HealthPass membership is subject to suspension and termination without prior notice at HSBC Life's discretion.
- 6.3. 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 Hong Kong SAR.
- 6.4. HSBC Life and any member of the HSBC Group, shan't be liable for any damages, losses, claims, costs or proceedings incurred or suffered by HealthPass members as a result of their participation and/or usage of the Services (to the extent permitted by applicable laws).
- 6.5. HSBC Life don't make any specific guarantees regarding uninterrupted access to HealthPass and related Services, and to the full extent permissible by law, expressly disclaim that HealthPass will be free from fault and interruption, or that your use of HealthPass will be uninterrupted, timely, secure or error-free. If for any reason HSBC Life is unable to administer HealthPass and related services without interruption (such as where there are system outages, or disruption due to third-party supplier acts or systems), HSBC Life reserve the right to limit, suspend or terminate any of the services in relation to HealthPass, and you hereby agree to release us from any liability relating to our delivery of HealthPass.
- 6.6. HSBC Life further reserve the right to exclude an Eligible Customer who violates these Terms, tampers with the Services, engages in abusive, deceitful or fraudulent behaviour in relation to the Services or makes false representations or statements or violates any applicable laws or regulations. The Services may be subsequently revoked and withdrawn.
- 6.7. No person other than the Eligible Customer 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.
- 6.8. If any part of these Terms is prohibited by law or judged by a court to be unlawful, void, or unenforceable, 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.
- 6.9. In case of any dispute arising from the Services, the decision of HSBC Life shall be final and conclusive.
- 6.10. If there is any inconsistency between the English and Chinese versions of these Terms, the English version will prevail.

- 6.11. These Terms and Conditions are to be read in conjunction with the Well+ Terms and Conditions, available on the Well+ website at <https://www.hsbc.com.hk/well-plus/> or on the HSBC HK Mobile Banking app. In the event of any conflict between these Terms and Conditions and the Well+ Terms and Conditions in respect of this HealthPass membership scheme only, these Terms and Conditions shall prevail.
- 6.12. Note that HealthPass isn't fitness activity related and doesn't require access to your health or fitness app data.

The most up-to-date version of these T&Cs is available on the HSBC HK website and on the HSBC HK Mobile Banking app. You should periodically check these T&Cs and any other applicable documents relevant to the scheme. The date of the latest version of these T&Cs can be found at the bottom of this document under the heading 'Last updated date'.