

Terms and Conditions in using Bupa Chatbot Services

Bupa Connect (“Chatbot”) is an automated service provided and operated by Bupa (Asia) Limited (“Bupa”, “we”, “our”, “us”). These terms and conditions, together with any documents they expressly incorporated by reference (collectively, these “Terms and Conditions”), govern your access and use of the Chatbot through the platform of instant messaging mobile application (“Messenger”).

A. Acceptance of the terms of use

1. Your use of Chatbot constitutes your agreement to these Terms and Conditions and indicates an express consent for us in sending electronic messages (including the commercial electronic messages as defined under Unsolicited Electronic Messages Ordinance (Cap. 593 of the Laws of Hong Kong)) to you via the Messenger. We reserve the right to amend these Terms and Conditions at any time by posting an updated version on our website. Your use of the Chatbot following such amendments constitutes your acceptance of the Terms and Conditions as amended.

B. Use of the Chatbot

2. You must not do (or attempt to do) any of the following acts, nor assist others to do any of the following acts:

- use the Chatbot for any activities which breach any applicable laws or infringe the rights of any third party.
- use the Chatbot to post or transmit information or material: that is defamatory, abusive, offensive or vulgar; or that is of a commercial nature or intended to solicit business.
- knowingly transmit any viruses or other computer programs that may damage or interfere with the Chatbot.
- tamper with or modify the Chatbot.
- use the Chatbot to send unsolicited electronic messages.

3. You shall use the Chatbot for your personal purposes only. You agree to bear any costs and expenses in using the Chatbot, including the costs in downloading the Messenger and any network fees. You can stop using the Chatbot at any time without costs.

4. You acknowledge that Bupa may use the Messenger to send you information or administrative message regarding your medical insurance scheme. Please contact Bupa immediately if you have changed the phone number associated with the Messenger. If you do not wish to receive any message from Bupa, please contact our Customer Service or use the “Block” function in the Messenger in ceasing to receive any message or information from us.

C. Information provided by the Chatbot

5. The Chatbot is an automated service using Artificial Intelligence (“AI”) technology based on English, Traditional Chinese and Simplified Chinese text only. The Chatbot may not be able to provide an appropriate or correct response if you submit any information to the Chatbot using other languages and non-textual means (including picture, voice, animation, movie or external link).

6. All information provided through the Chatbot is for reference only and subject to our built in AI technology which is developed with reference to the most common questions or enquires raised by our customers. We do not guarantee any information provided by the Chatbot will fully meet your need and expectation, or provide you with a full, complete or comprehensive answer/response. The information from the Chatbot is not and is not intended to advice on an appropriate course of action. Rather it is factual information, which you may wish to take into account, when making your decision. If you need advice, you may contact us (or your broker or insurance agent) directly.

7. Product descriptions are provided only as a basic outline of the products and services available from Bupa and are not intended to be comprehensive. All insurance coverage depends on the terms and exclusions contained the policy provided when the insurance policy is issued. For details of the products including product brochures and policy wording, please visit our website at <http://www.bupa.com.hk>.

D. Notice and Disclaimer

8. Unless otherwise specified, the materials provided in the Chatbot are directed solely at those located in Hong Kong and access the service from Hong Kong. Bupa makes no representation that any information, product or service referred to in the materials provided in the Chatbot is appropriate for use, or available, in other locations. Those who choose to

access the Chatbot from locations other than Hong Kong are responsible for compliance with local laws if and to the extent local laws are applicable.

9. Unless otherwise stated, all information provided by the Chatbot are for information and reference only. Bupa has used all reasonable care and skill in compiling the content provided but to the extent permitted by law, makes no warranty as to the suitability or accuracy, completeness or reliability of any information provided through the Chatbot for any purpose. Bupa shall not be liable for any errors or omissions in any material provided through the Chatbot.

10. Bupa disclaims all warranties and conditions with regard to information or material provided in the Chatbot, including any implied warranty of merchantability or fitness for a specific purpose. Bupa makes no warranty or representation regarding your access to the Chatbot or any content accessed via the Chatbot, including without limitation: (i) that your access to the Chatbot will be uninterrupted and error-free; (ii) that the Chatbot and/or the Messenger server is free from viruses or harmful components; and (iii) that any defects will be corrected.

11. Bupa shall not be liable to any person for any loss or damage which may arise from the use of or reliance on any of the information contained in any of the materials provided through the Chatbot. The information contained in any such materials is not intended nor implied to be a substitute for professional insurance recommendation or legal advice.

12. Under no circumstances shall Bupa be liable for any loss, cost or expense (whether direct, indirect, special or consequential) arising from your use or inability to use the Chatbot and any information or materials provided through the Chatbot.

13. Bupa does not exclude liability for damage arising from death or personal injury caused by the negligence of Bupa or any of its employees or agents.

E. Indemnity

14. You agree to indemnify and hold Bupa harmless from and against any and all claims, actions, demands, damages, liabilities, costs or expenses (whether in tort or contract, including without limitation negligence) arising out of or in connection with your use of the Chatbot.

F. Third Party Content and Links

15. Materials provided via the Chatbot may direct you to our website or contain external links to other websites/mobile application operated by other third parties. It is the responsibility of these third parties to ensure that such material and such websites comply with all relevant laws and regulations. To the full extent permissible by law, Bupa disclaims all responsibility for any error, omission or inaccuracy in such material or its failure to comply with the relevant laws or regulations.

G. Privacy Statement

16. The Chatbot will not ask you any questions relating to your personal details and you are not required to disclose any personal information to obtain an answer from the Chatbot. Please do not disclose in any conversation any personal data which may enable your identity to be directly or indirectly ascertained.

17. You agree that the information you submit via Chatbot will be used by Bupa, its affiliates and/or its authorized third parties for data analytics and quality enhancement purposes. You acknowledge that all information you provide to the Chatbot is governed by our [Privacy Policy](#) and it is available on our website at <https://www.bupa.com.hk/en/legal-notice/>.

H. Termination

18. We reserve the right to withdraw or amend the Chatbot, and any material we provide on the Chatbot, in our sole discretion without notice. We will not be liable if for any reason the service is unavailable at any time or for any period.

19. Bupa may terminate your use of Chatbot at any time without notice if you breach these Terms and Conditions. If Bupa does not act in relation to a breach of these Terms and Conditions by you, this does not waive Bupa's right to take action with respect of similar breaches in the future.

I. Governing Law and Jurisdiction

20. These Terms and Conditions are governed by and construed in accordance with Laws of Hong Kong. Any disputes arising from these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the Hong Kong Courts.

J. General

21. If any part of these Terms and Conditions is deemed unlawful, void or for any reason unenforceable then that part will be deemed severable and will not affect the validity and enforceability of the remaining parts.

22. All rights not expressly granted herein are reserved by Bupa.

23. In the event of any inconsistency between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

Bupa (Asia) Limited is authorised and regulated by the Hong Kong Insurance Authority to carry out general insurance business in the HKSAR. The health insurance schemes referenced on the Chatbot are only available within the ambit of Bupa's authorization. The registered office of Bupa (Asia) Limited is 6/F, Tower 2, The Quayside, 77 Hoi Bun Road, Kwun Tong, Hong Kong. Telephone number: 2517 5175.

保柏個人智能助理使用條款

Bupa Connect(「智能助理」)是一個智能服務由保柏(亞洲)有限公司(「保柏」、「本公司」、「本公司的」)提供。此使用條款,連同任何其中提到的參考文件,規管您通過手機應用程式即時通訊平台(「應用程式」)以連接及使用本智能助理。

A. 同意使用條款

1. 若您使用智能助理,代表您同意此等使用條款及表示同意保柏透過應用程式接收我們向您提供的電子訊息(包括《非應邀電子訊息條例》(香港法例第593章)定義下的商業電子資訊)。我們保留權利,隨時透過在我們的網站登載此等使用條款的更新版以作出修訂。您在條款修訂後使用智能助理,即表示您接受經修訂的使用條款。

B. 使用智能助理

2. 您不得作出(或企圖作出)以下任何行為,亦不得協助他人作出以下任何行為:

- 使用智能助理進行任何違反任何適用法律或侵犯任何第三方權利的活動。
- 使用智能助理登載或傳送誹謗性、辱罵、令人反感或粗穢的資料或材料;或屬商業性質或意圖招攬生意的資料或材料。
- 明知而傳送任何可能破壞或干擾智能助理的病毒或其他電腦程式。
- 篡改或修改智能助理。
- 使用智能助理發送非應邀電子訊息。

3. 智能助理只為您提供個人服務。您同意承擔任何因使用智能助理而產生的費用,包括下載應用程式的收費及任何數據費用。您可以在任何時間停用此智能助理而不會因此產生任何費用。

4. 您確認保柏可能會使用應用程式去傳送有關您醫療保險計劃的資訊或行政短訊給您。如您曾更改與該應用程式聯繫的電話號碼，請立即聯絡保柏。如您不希望收到保柏所傳送的任何訊息，請聯絡我們的客戶服務代表或使用應用程式中「封鎖」的功能以終止接受任何從我們所傳送的任何訊息及資料。

C. 智能助理所提供的資訊

5. 智能助理是一項使用人工智能(「人工智能」)技術的自助化服務並僅限於使用英文、繁體中文及簡體中文。如您提交其他語言及非文字內容(包括圖片、聲音、動畫、影片或外部連結)，智能助理可能未能夠提供合適或正確的答案。

6. 所有智能助理提供的資訊只供參考並由建基於根據客戶最經常提出的問題或查詢所開發的人工智能技術。我們不保證智能助理所提供的資訊完全配合您的需要及期望、以及能提供一個整全、完整或全面的答案及回應。智能助理提供的資訊不是及並非該用作為合適行動的建議。其回答可視為事實的描述以作參考之用。如您需要任何建議，您可以直接聯絡我們(或您的保險經紀人或代理人)。

7. 所提供的產品描述僅是保柏所提供產品及服務的基本略述而並非全面內容。保險保障範圍的一切內容應以保單簽發出時的條款及不保事項為準。您可以到我們的網站以了解產品小冊子及條款用字的詳細資料。<http://www.bupa.com.hk>

D. 公告及免責聲明

8. 除特別聲明，智能助理所提供的資訊只供在身處香港的人士瀏覽及享用。保柏並沒有就智能助理所載的資料、產品及服務可在其他地點適合使用或可供使用而作出任何陳述。選擇在香港

港地域以外瀏覽智能助理之人士，有責任確保在其地域適用的法律範圍內，其使用符合當地的法例。

9. 除另有指明外，智能助理所提供的所有資訊全屬資料性及僅供參考。保柏在編製智能助理的內容時已運用一切合理的謹慎及技術，但在法律准許的範圍內，概不會就智能助理所提供的任何資料之用途的合適性或準確性、完整性或可靠性作出任何保證。保柏對智能助理所提供的任何材料若有任何錯誤或遺漏概不負責。

10. 就智能助理所載的資料或材料而言，保柏現就所有保證及條件（包括任何關乎適合銷售或適合作某種特定用途的隱含保證），作出免責聲明。保柏對於您對智能助理或透過智能助理而取閱的任何內容的使用並無作出任何保證或陳述，包括但不限於：(i) 您對智能助理的使用不會遭遇任何干擾或誤差；(ii) 智能助理/伺服器沒有任何電腦病毒或其他危害性成份；(iii) 任何缺失均會獲得更正。

11. 保柏對任何人士因使用或信任智能助理所提供的任何資訊或內容而引起的任何損失或損害概不負責。智能助理所提供之資料並無意圖或默示可代替專業保險建議或法律意見。

12. 在任何情況下，保柏對您使用或未能使用智能助理及其登載的任何資訊或內容而產生的任何損失、成本或開支（不論是直接、間接、特別或相應而生的）概不負責。

13. 保柏並無卸除由於保柏或其任何僱員或代理的疏忽引致他人死亡或人身傷害而須承擔的損害賠償責任。

E. 彌償保證

14. 您同意向保柏賠償任何因或就您使用智能助理而產生的任何及所有索償、訴訟、要求、損害、債務、成本或開支（不論在侵權或合約方面，包括但不限於疏忽），並令保柏免受上述各項傷害。

F. 第三方內容及連結

15. 智能助理可能連接您到我們的網頁或包含超連結連接往由第三方營運的網站或手機程式。該等第三方有責任確保有關資訊和網站符合相關的法例和規例。在法律許可的最大範圍內，對於因該等資料的錯誤、缺漏、欠缺準確性、或未符合相關法則或規例，保柏概不承擔任何責任。

G. 私隱聲明

16. 智能助理不會向您提出任何問題以收集您的任何個人的資料，您亦不需要向智能助理透露任何個人資料以得到智能助理的回答。請勿在任何對話內容中透露任何能夠直接或間接識別出您的身份的個人資料。

17. 您同意您經智能助理提交的資料會由保柏、我們的附屬機構及 / 或其特許的第三者使用作數據分析及品質改善的用途。您確定所有您向智能助理提供的資料受到我們的[私隱政策](#)監管，您亦可到我們的網站瀏覽我們的私隱政策。<https://www.bupa.com.hk/tc/legal-notice/>

H. 終止

18. 我們保留絕對權利在未有事先通知的情況下，終止或修改智能助理或由其提供的任何內容。如在任何時間或期間未能提供有關服務，不論由任何原因而導致，我們概不會承擔任何責任。

19. 如您違反此等使用條款，保柏可在不發出通知的情況下隨時停止您使用智能助理。

如保柏並無就您違反此等使用條款採取行動，並不代表保柏放棄日後就類似違反情況採取行動的權利。

I. 管轄法律及司法管轄權

20. 此等使用條款受香港法律管轄，並須據此解釋。凡由此等使用條款引起的任何爭議，均須受香港法院的非專屬司法管轄權管轄。

J. 一般事項

21. 如此等使用條款的任何部分被視為違法、無效或因任何原因而未能強制執行，則該部分將被視為可分割，而不會影響其餘部分的效力及可強制執行性。

22. 保柏有權保留所有並無在本文明確賦予的權利。

23. 此等使用條款的中英文版本如有任何歧義，概以英文版本為準。

保柏（亞洲）有限公司已獲保險業監管局授權於香港特別行政區經營一般保險，並受其監管。顯示於此智能助理上的醫療保險計劃只在保柏的授權範圍內提供。保柏（亞洲）有限公司的註冊辦事處位於香港觀塘海濱道 77 號海濱匯第 2 座 6 樓。電話：2517 5175。